



Agenda

Greenville City Council

June 8, 2009
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Joyner

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Consent Agenda

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
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
4. Agreement with the North Carolina Department of Transportation for storm drainage improvements along Dickinson Avenue
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
6. Contract award for the Thomas Langston Road Extension Project-Phase I

7. Contract award for the South Tar River Greenway Project-Phase 2
8. Contract award for City Hall server room cooling system design services
9. Series Resolution for Greenville Utilities Commission's Installment Purchase Financing
10. Greenville Utilities Commission FY 2008-09 Budget Amendments (End-of-Year)
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
12. Report on bids awarded

VII. New Business

Public Hearings

13. Public hearing on proposed Fiscal Year 2009-2010 Budgets
 - a. Greenville Utilities Commission
 - b. Sheppard Memorial Library
 - c. Greenville-Pitt County Convention & Visitors Authority
 - d. City of Greenville
14. 2009 Edward Byrne Memorial Justice Assistance Grant

Other Items of Business

15. Presentations by boards and commissions
 - a. Planning and Zoning Commission
16. Presentation by North Carolina's Eastern Region
17. Town Common Master Plan Project
18. Authorization to apply for Energy Efficiency and Conservation Block Grant (EECBG)
19. 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

VIII. Review of June 11, 2009 City Council agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To 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

XII. Adjournment



City of Greenville, North Carolina

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

Title of Item: Minutes of the May 11 and May 14, 2009 City Council meetings

Explanation: Draft minutes of the May 11 and May 14, 2009 City Council meetings have been prepared and are ready for City Council consideration.

Fiscal Note: None.

Recommendation: Approval of the May 11 and May 14, 2009 City Council meeting minutes.

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

Attachments / click to download

[May 11 2009 City Council Meeting Minutes 829038](#)

[May 14 2009 City Council Minutes 830497](#)

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
May 11, 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 Glover 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 Mayor Pro-Tem Council and seconded by Council Member Joyner to approve the agenda as presented. Motion carried unanimously.

SPECIAL RECOGNITIONS

Ms. Heather Jacobs Deck, the Pamlico-Tar Riverkeeper, presented the City with the Riverkeepers Cup and plaque in recognition of removing the most trash from the river last Saturday. Ms. Deck stated that there were 55 volunteers from Washington and Greenville, and the City of Greenville won by 80 pounds.

CONSENT AGENDA - APPROVED

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

1. Minutes of the April 6, April 9, and April 21, 2009 City Council meetings
2. Resolution accepting dedication of rights-of-way and easements for Bristolmoore, Section 3; Philippi Church of Christ; and Langston Farms, Phase 10 (Resolution No. 09-28)
3. Right-of-way encroachment agreement with Rocky Russell Development, LLC, to allow the construction of a subdivision name entrance sign, landscaping, and conduits for electrical lines for the Landover Subdivision along Laurel Ridge Drive (Contract No. 1775)

4. Resolution approving an Interlocal Agreement with the Cape Fear Public Transportation Authority for the purchase of buses, and bus equipment and parts (Resolution No. 09-29)
5. Contract award for HVAC design for the Aquatics and Fitness Center and the Eppes Recreation Center gymnasiums
6. Renewable Energy Development and Service Agreement with the North Carolina Eastern Municipal Power Agency
7. Water and sewer capital projects budgets for Greenville Utilities Commission's NC Highway 43 West Improvements Project (Ordinance No. 09-32)
8. Budget ordinance amendment #11 to the 2008-2009 City of Greenville budget and an ordinance establishing a special revenue budget for the North Carolina League of Municipalities Conference (Ordinance Nos. 09-33 and 09-34)
9. Report on bids awarded
10. Various tax refunds

FIRST READING OF AN ORDINANCE GRANTING A TAXICAB FRANCHISE TO SANI BELLO AND MAMADOU SANOGO D/B/A UNITY CAB COMPANY TO OPERATE TWO TAXICABS – APPROVED

City Manager Bowers informed the Council that this is the first reading of an ordinance granting a taxicab franchise to Sani Bello and Mamadou Sanogo d/b/a Unity Cab Company to operate two taxicabs. The ordinance, scheduled for second reading and public hearing on May 14, 2009, read as follows:

“COPY”

AN ORDINANCE GRANTING A TAXICAB FRANCHISE
TO SANI BELLO AND MAMADOU SANOGO D/B/A UNITY CAB COMPANY

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

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

WHEREAS, Sani Bello and Mamadou Sanogo d/b/a Unity Cab Company, are applicants for a franchise permitting the operation of two taxicabs within the City limits; and

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

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

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

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

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

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

First reading passed on this the 11th day of May, 2009.

“COPY”

Motion was made by Council Member Joyner and seconded by Council Member Spell to approve on first reading the ordinance granting a taxicab franchise to Sani Bello and Mamadou Sanogo d/b/a Unity Cab Company to operate two taxicabs. Motion carried unanimously.

PRESENTATION OF FISCAL YEAR 2009-2010 BUDGETS

Greenville Utilities Commission

Mr. Ron Elks, General Manager/CEO of Greenville Utilities Commission, informed the Council that this has been a challenging year for the staff to provide services, while meeting the Commission's mission statement. The budget goals are to meet customer needs, provide reliable utility services at the lowest reasonable cost, to position Greenville Utilities Commission to achieve greater efficiencies, to continue to meet regulatory requirements, to minimize rate increases, to avoid future rate shock, to ensure financial viability of each fund, to be operationally and financially prepared for emergency situations, to be prepared for opportunities and to preserve bond ratings. Expenditure reductions have taken place in capital expenditures, overtime, contract services, travel and training, vehicles, equipment, hardware, software, energy

consumption in Greenville Utilities Commission's facilities, Greenville Utilities Commission-sponsored employee activities, vehicle/fuel usage, marketing/sponsorships, operating supplies, and dues/subscriptions. In the current fiscal year, the Utilities Commission has implemented an equivalent five percent reduction in force by attrition. In the current budget, there are 436 full time employee positions approved, and those that are filled as of April 17 are 413. There are 449 allocated positions included in the FY 2009-2010 plan, which would be an eight percent reduction in force. In the upcoming budget, there is no cost-of-living increase and merit increases have been deferred. The amount of the FY 2009-2010 budget is \$269,968,839 (\$14,767,334 in the Water Fund, \$40,319,119 in the Gas Fund, \$199,243,802 in the Electric Fund, and \$15,638,584 in the Sewer Fund). Each of the enterprise funds were explained.

Water. In a May survey of 33 service providers, the median bill for a typical residential customer using 6000 gallons was \$24.03, with rates ranging from \$45.41 (Bell Arthur) to \$13.56 (Charlotte). The bill for Greenville Utilities is below the median at \$23.49. The Water Fund has heavy debt service. There is no rate increase recommended for the Water fund, and there will be project referrals to eliminate the need to do so. Of the \$14,767,334 Water Fund budget, 26% (\$3,884,542) is for debt service, 31% (\$4,498,488) is for operations and capital outlay, and 43% (\$6,384,304) is for salaries and personnel expenses.

Gas. In a May survey of 12 service providers, the median bill for a typical residential customer using 50 ccf was \$74.49, with rates ranging from \$85.37 (Monroe) to \$54.10 (Frontier Energy). The bill for Greenville Utilities is slightly above the median at \$75.45. Greenville Utilities has been well below the median for some time, and the goal is to stay near the median. The reason that the Greenville Utilities Commission rates tend to be higher than those in the piedmont is because of the geographic location and the cost of transporting the gas. Piedmont owns the lines that Greenville Utilities gets its service from. There is no recommended change in the gas rate. There have been four or five market decreases that have been passed on. Of the \$40,319,119 Gas Fund budget, 3% (\$1,089,229) is for turnover, 13% (\$5,294,444) is for salaries and personnel expenses, 4% (\$1,516,112) is for debt service, 9% (\$3,630,444) is for operations and capital outlay, and 73% (\$28,788,890) is for purchased gas.

Electric. In a May survey of 14 service providers, the median bill for a typical residential customer as of May 2009 for the winter using 1000 kWh with load management credits was \$123.16, with rates ranging from \$151.70 (Farmville) to \$87.25 (Fayetteville PWC). The bill for Greenville Utilities is \$110.74, and it is proposed that it be \$114.12. The median bill for a typical residential customer as of May 2009 for the summer using 1000 kWh with load management credits was \$131.96, with rates ranging from \$154.45 (Kinston) to \$87.25 (Fayetteville PWC). The bill for Greenville Utilities is \$121.31, and it is proposed to go to \$124.96. Wilson implemented a 4 percent increase on April 1; Kinston, a 4.8% on January 1; Tarboro, a 4.5% increase on February 1; and Rocky Mount, a 3.25% increase on March 1. Washington has deferred a rate increase until at least June 30. Greenville Utilities received a four percent wholesale increase on February 1, 2009, meaning that its purchased power costs increased \$503,000 per month. The goal is to delay passing that increase on to customers through the end of the fiscal year, which will cost Greenville Utilities \$2.5 million. Expenditure reductions will allow Greenville Utilities to continue to absorb the entire increase through

September 30, at an additional cost of \$1.5 million, which the Utilities' Commissioners have recommended be done. This would delay the pass-through during the hot, high usage months. The Board also recommended that it pass through a portion of the increase, or 2.8%, to retail customers effective October 1, 2009 (\$3.67 per month impact to a typical residential customer using 1000 KWh in the summer and \$3.38 in the winter). Further expenditure reductions would negatively impact the integrity of the Utilities' mission. For every dollar received in the Electric fund, \$.84 is for purchased power, \$.04 is for debt service and turnover, and \$.12 is for operations, maintenance, annual construction projects, strategic initiatives, and personnel. General Manager Elks explained that the base electric rate had been stable since 1991, and commodity/energy cost increases have not always been passed through in their entirety or at the time of implementation. The Utilities has absorbed nearly \$5.7 million in wholesale power costs since 2002. Of the \$199,243,802 electric fund budget, 2% (\$4,160,906) is for turnover, 7% (\$13,848,120) is for salaries and personnel expenses, 2% (\$3,418,404) is for debt service, 6% (\$12,700,852) is for operations and capital outlay, and 84% (\$164,892,935) is for purchased power.

Sewer. In a May survey of 28 service providers, the median bill for a typical residential customer as of May 2009 based on 6000 gallons of water was \$32.37, with rates ranging from \$62.62 (Jacksonville) to \$12.83 (Winston-Salem). The bill for Greenville Utilities is below the median at \$28.19, and it is proposed to go to \$29.56 after a four percent increase being recommended effective July 1. The costs of service drivers for sewer are infrastructure repair, replacement and capital expansion; debt service; regulatory compliance; chemicals and fuel; and utility costs for plan operations. Regulatory compliance costs Greenville Utilities over \$2.4 million per year. Since sewer is the lifeblood of any community, proper capacity has to be provided and infrastructure repair has to be constantly done. The five-year proposed capital plans for FY 2009-10 through FY 2013-14 (in millions) are as follows:

Description	2010	2011	2012	2013	2014	Total
Wastewater Treatment Plant	10.6	10.0	6.2	7.2	3.1	37.1
Collection Services	1.2	0.7	0.3	0.3	0.3	2.8
Collection Mains	2.8	1.9	3.5	6.3	3.1	17.6
Equipment and Miscellaneous	0.4	0.4	0.4	0.4	0.4	0.4
Total	15.0	13.0	10.4	14.2	6.9	59.5

Of the \$15,638,584 proposed FY 2009-10 Sewer budget, 33% (\$5,136,915) is for debt service, 27% (\$4,299,514) is for operations and capital outlay, and 40% (\$6,202,155) is for salaries and personnel expenses.

General Manager Elks concluded by stating that of the \$269,968,839 total proposed budget, 2% (\$5,250,135) is for turnover, 12% (\$31,729,023) is for salaries and personnel expenses, 5% (\$13,955,973) is for debt service, 9% (\$25,129,298) is for operations and capital outlay, and 72% (\$193,904,410) is for purchased power and gas.

Sheppard Memorial Library

Sheppard Memorial Library Board Chairman Richard Erickson informed the Council that the past year has been one of sustained growth in all areas, as new records were set. The children's programs continue to be popular and are growing. Over 1200 children won awards last summer for reading. The economic downturn has prompted an increase in the use of the Library. People are using computers more, and staff is actively involved in working with the patrons on an individual basis. The Library is seeking federal assistance for RFID security and a self-checkout system. Internet access continues to be a vital part of the program. Friends of the Library continue to work hard to raise money to enhance library service and to pay for things that can't be paid for with other funds, and the most recent book sale they held raised more than \$33,000, a new record. The Library continues to be a vital asset to the City, improving the quality of life for citizens of Pitt County. The proposed budget was approved March 18 by the Trustees.

Mr. Willie Nelms informed the Council that the budget reflects the two percent cuts that were requested by the City Manager, the same amount that was implemented for the City. The 2009-2010 proposed budget provides funds to meet the mandated minimum wage increase. Operating expense increases include the anticipated impact from inflation and comparisons made with the previous and current year actual expenditures. The budget reflects an application for a \$100,000 LSTA Grant for RFID at the main library. The RFID is a key component of what they are looking at for the next year. The Library will have to provide \$25,000 to meet that, and it can be done with fund balance. The system will free staff to deal with the expanding use and allow them to provide more one-on-one service and other personalized service. The amount of money needed to operate the Bethel and Winterville branches is reflected in the revenues requested from each town and in revenues they project to collect from the operation of these facilities. Anticipated revenues from State Aid are projected at the level last recommended by the State Library. Desk/copier receipts are based on the trend observed in copier use and related receipts. Fines and fees are based on the current year income projection. Miscellaneous income includes expected contributions from the friends of the Library. Fund Balance is the amount needed from savings to balance the budget. The proposed budget is \$2,480,043, of which \$1,129,540 is being requested from the City of Greenville and \$564,770 from the County.

Convention and Visitors Authority

The Convention and Visitors Authority Executive Director, Debbie Vargas, informed the Council that the Bureau staff was responsible for providing comprehensive, complimentary services for over 202 groups and for fulfilling over 6,682 requests for visitor information on the area. The budget being presented remains the same as the budget plan that was presented last year with the 2008-2009 fiscal year budget. The two-year process requires the Authority and staff to look forward and plan on a more long-term basis. Revenues in the proposed budget are estimated at a six percent increase. Although it is not anticipated that this will be realized, it gives a framework of flexibility. The staff will monitor revenues and manage expenses. Any shortfall will come from reserve funds. The Goals are:

- Goal 1. To add a part-time communications position in the coming year. This person will handle communications duties (promotional materials, website, news releases, etc.) It will be the first new position added in 19 years. It will start as part-time with the possibility of full-time in the future. Approximately \$25,000 has been included in the proposed budget to fund the position.
- Goal 2. To move forward towards the successful hosting of the 2009 North Carolina League of Municipalities annual convention. Funds have already been expended in previous and current budgets towards this initiative. Funds allocated in 2009-2010 total \$5,000. There are currently over ten committees working on plans for this event.
- Goal 3. To identify ways to jointly market with other community organizations/agencies. The Bureau is currently working with the Pitt County Arts Council, the Independent Restaurant Owners Association, the Pitt County Historical Society, and Uptown Greenville.
- Goal 4. To completely revamp the Bureau's website to make it more user friendly, navigable, and functional for the traveling consumer.

Executive Director Vargas further stated that operating costs have remained relatively stable. Travel expenses remain stable with travel aimed at generating business for the area. An allocation of \$20,000 has been included for tourism projects, which will remain on hold pending adequate revenues from occupancy tax collections. The advertisement placement schedule will continue to have an in-state focus this year. The Bureau will coordinate with the Greenville Convention Center to have a presence in key publications/resources of the Association Executives of North Carolina and Meeting Professionals International-Carolinas Chapter. Future efforts will also be focused on more web-based promotion. The allocation for convention center marketing includes project receipts for one cent of the occupancy tax collections which is approximately one-third of the total Convention and Visitors Authority budget. These funds are utilized by Exhibit Hall Managers to market the facility. The 2009-2010 proposed budget has been unanimously approved by the Executive Committee and full Convention and Visitors Authority Board.

City of Greenville

City Manager Bowers summarized the following budget message.

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May 6, 2009

Honorable Mayor and Members of the City Council:

This memorandum presents for your consideration proposed changes to the FY 2009-2010 financial plan approved by City Council on June 12, 2008. One of the advantages of a two-year budget is usually a reduction in the need to make major budget adjustments when adopting the second year of the biennial budget. Due to significant changes in the national, state, and local economies not anticipated at this time last year, I must recommend numerous changes to the

previously approved financial plan for 2009-2010. Each of the major proposed changes in revenue and expense items will be explained in this memorandum. The recommended budget revisions encompass the following funds: General, Debt Service, Sanitation, Stormwater, Bradford Creek Golf Course, Public Transit, and Housing. Revised budgets have also been submitted by the Greenville Utilities Commission (GUC), Convention and Visitors Authority, and Shepard Memorial Library.

In accordance with the North Carolina Local Government Budget and Fiscal Control Act, these revisions are brought to City Council for consideration and approval. Based on the previously approved budget schedule, the budget revisions will be presented during the May 11, 2009 City Council meeting, discussed during a special City Council budget meeting on June 1, 2009, and a budget ordinance will be adopted on June 11, 2009. Please refer to the printed FY 2008-2009/2009-2010 Financial and Operating Plan or the City website for more detailed base budgetary information.

General Fund Revenues

General Fund revenues for fiscal year 2009-2010 are projected to be \$70,299,166. This amount represents a net decrease of \$1,604,256 or two percent when compared to the FY 2009-2010 financial plan approved last year of \$71,903,422. This estimate of the revenue stream for FY 2009-2010 has presented unique challenges. The current economic downturn has had a direct impact on most of the major revenues creating a need for significant adjustments. Some of the major revenue categories that have been adjusted are Property Tax, Sales Tax, Video Programming Fees, Utilities Franchise Tax, Powell Bill, Inspection Fees, Planning Fees, Interest on Investments, and GUC Transfer.

Property Tax continues to be the leading revenue source for the City of Greenville, representing 42% of the proposed General Fund budget. Based on collections to date, the current fiscal year projection for June 30, 2009 is estimated to be \$28,869,206. When compared to the adopted budget of \$27,767,471, the projection represents a 3.9% increase over budget and a 14.9% increase over collections for the prior year. The Pitt County Tax Office has recently provided the City with an estimated valuation of \$5,714,789,632 for property located in the City. This represents a 3.3% increase over the estimated valuation used for the current fiscal year. I am recommending a more conservative 2.0% growth in the tax base. Based on current year collections to date, the anticipated 2.0% growth of the tax base, and retaining the 52 cents per \$100 tax rate, projections yield \$29,446,590, for the current year portion of property taxes. This amount is \$290,745 or 1% more than the amount included in the adopted FY 2009-2010 financial plan. Overall, total property taxes for next year including current and prior year collections are projected to be \$29,641,438 representing an increase of \$119,277 or .4% over the original approved financial plan for FY 2009-2010.

Sales Tax proceeds constitute 19.5% of total projected General Fund revenues. This revenue source has become more difficult to project due to changes in the distribution formula as well as errors that have been made by the State during monthly distributions this fiscal year. Year-to-date sales tax revenues as of March 31, 2009 are skewed by an accounting error which originated

when Pitt County instituted Article 46, a ¼ cent sales tax. This tax is not shared with the City of Greenville; however, when the State set up the mechanism to pay Pitt County, the City of Greenville was inadvertently paid a portion of those proceeds for several months before the error was discovered by the North Carolina Department of Revenue. The amount of overpayment is estimated to be \$819,512, which covered a nine-month period from April to December 2009 spanning portions of two fiscal years.

The local sales tax is composed of several different components. Prior to October 1, 2008, there were four components. Due to the state-county Medicaid swap, the local sales tax now has five components. When the Medicaid swap is completed on October 1, 2009, there will be six components.

Article 40 is the first component and is a one-half percent sales tax collected on a statewide basis and distributed to each county area on a per capita basis. Based on state population estimates, the City receives approximately 30% of the amount distributed to the Pitt County area. Through eight months of the current fiscal year, the collections received by the City were 1.4% below the amount received for the same eight months of the prior fiscal year. The North Carolina League of Municipalities (NCLM) recommends that cities project a 9% reduction in this component of the sales tax for the remainder of the current fiscal year and a further 1% reduction for FY 2009-2010. Using these guidelines for calculation purposes, the estimated amount for FY 2009-2010 for Article 40 is \$2,817,672.

Article 42 is also a one-half percent sales tax collected statewide and distributed to cities and counties on a per capita basis. State law allows certain adjustments to Article 42 that create differences between the Article 40 distributions. As part of the Medicaid swap, beginning on October 1, 2009, Article 40 will change from a per capita distribution to a point-of-sale basis. Thus, beginning in October 2009, the City will receive a portion of the Article 42 sales tax that is collected within Pitt County. For FY 2009-2010, I projected Article 42 based on three months of per capita distribution and nine months of point-of-sale distribution. The resulting projection for next year is \$2,802,649.

Article 39 is a one cent sales tax distributed to each county based on collections within the particular county. The City receives approximately 30% of the Article 39 tax collected within

Pitt County. Excluding the overpayments, Article 39 collections for the period from September 2008 through February 2009 are 1.7% below the amount received for the same six months of the prior fiscal year. September 2008 appears to be the month when the decline in Pitt County sales tax collections commenced. For my projections, however, I have used a more conservative 3.4% (twice the actual percentage reduction) projected decline for the last four months of the current fiscal year. After projecting the amount for the current fiscal year, I have again used the NCLM recommended further 1% reduction for the next fiscal year. These calculations result in a projection of \$5,603,623 for FY 2009-2010. This amount, however, must be adjusted to account for the \$297,000 that will be withheld by the State for the current year overpayments. The adjusted figure for Article 39 is therefore \$5,306,623.

Article 44, prior to October 1, 2008, was composed of a ¼ percent sales tax collected statewide and distributed to cities and counties on a per capita basis combined with a ¼ percent sales tax distributed to each county area based on collections within the particular county. As part of the Medicaid swap, in October 2008 the per capita portion was phased out and replaced with a hold harmless amount calculated as 50% of the City's Article 40 payment. On October 1, 2009, the point-of-sale portion will be eliminated and replaced with a hold harmless amount calculated as 25% of the City's Article 39 payment. Based on these changes in the formula and my projections already established for articles 40 and 39, I anticipate the City will receive from Article 44 and the two hold harmless amounts a total of \$2,809,742 for the coming fiscal year.

Total projected sales tax to be received from the State for FY 2009-2010 is anticipated to be \$13,736,686. This amount represents a reduction of 1.7% when compared to the projected amount of \$13,980,591 for the current fiscal year and a reduction of 4.1% from the actual collections for FY 2007-2008 of \$14,321,872. The revised projection is \$918,829 (6.3%) less than the amount of \$14,655,515 included in the approved financial plan for FY 2009-2010. This is a significant reduction that will have a serious impact on the proposed budget for next year. My recommendations for this major revenue source are conservative, but could vary significantly due to the complexity of the various components, the changes in the distribution formulas created by the Medicaid swap, and the uncertainty of sales tax collections in the current economic climate.

Video Programming Fees are state collected and distributed revenues that are based on special taxes paid on telecommunication, satellite, and cable television that took effect in April 2008 replacing the local cable television franchise fee. NCLM has given indication that this source will increase between 5.5% and 6.5% for fiscal year 2009-2010. For next year I have, therefore, adjusted this category by 6% above projected 2008-2009 revenues to a new total of \$937,194 representing an increase of \$159,166 (20%) over the original financial plan numbers.

Utilities Franchise Tax is a state collected revenue based on the sale of electricity and telephone service within the city limits. The electricity portion, which represents about 80% of the total revenues from this source, fluctuates based on weather conditions and rate increases. Current year projections are 11% higher than FY 2007- 2008. This increase is due to a combination of colder than usual winter months and increased GUC electric rates. The projection for this revenue has been increased to \$5,338,099 or a conservative 4.5% over the projection for the current fiscal year. The revised projection is \$343,974 (6.9%) greater than the adopted financial plan for FY 2009-2010.

Powell Bill is another state distributed revenue that has been impacted by current economic conditions. This distribution is contingent on the volume of fuel sold and on the value of vehicles purchased and titled within the state. The formula for calculating this source involves using per capita, road mileage, and population estimates. As a result of reduced transportation spending, there has been a decline in the demand for gasoline. As such, the NCLM estimates this resource could be as much as 11% down from 2008 levels. To adjust for this decline in revenue, Powell Bill proceeds are estimated to be \$1,901,793, down \$232,104 from the original financial plan for fiscal year 2009-2010.

Inspection Fees and **Planning Fees** have experienced a tremendous negative impact from the current economic conditions as builders and developers have drastically reduced the number of construction projects in the City. The significant reduction in inspection and planning fees that began near the end of the 2007-2008 fiscal year has continued unabated during the current budget year. Also, I anticipate virtually no growth for these fees during the next year. The revised estimate for inspections fees is \$730,735 representing a decrease of \$767,119 (51.8%) from the amount included in the original FY 2009-2010 financial plan. The new estimate for planning fees is \$132,450, which is a decline of \$163,105 (55%) from the amount included in the FY 2009-2010 financial plan. The FY 2009-2010 inspection fees projection provided by the Chief Building Inspector is based on a 5% increase over current year projections. The projection for planning fees represents no anticipated growth for the coming fiscal year.

During this difficult economic time, it is also no surprise that investment returns have hit a historical low. Although returns are beginning to stabilize in **Interest on Investments**, based on earnings to date I expect the City to receive a decrease of approximately \$202,245 (12%) in the upcoming fiscal year under the amount included in the adopted FY 2009-2010 financial plan. This represents a reduction of \$77,071 (5%) below the current year projection and a \$500,971 (25%) reduction from the actual interest earnings for FY 2007-2008.

The **Greenville Utilities Commission Transfer** represents the return on investment to the City from the city-owned utility system. The formula is established by the GUC charter. The economic recession that has impacted several construction related City revenue sources has also had an impact on the utility system. GUC has not built capital additions to the electric and gas systems due to decreased developer demand. The projected transfer amount for FY 2009-2010 has been adjusted downward from \$5,125,128 in the original financial plan to \$4,821,066 representing a reduction of \$304,062 (6%). The actual amount proposed is reduced further by subtracting \$191,753 per the terms of the City-GUC agreement executed last year that involved an advance of transfer funds for the current fiscal year. The adjusted revised amount is therefore \$4,629,313. The street light reimbursement remains the same as anticipated last year at \$620,822.

There are other revenue categories that have been adjusted to be realigned with current year receipts and updated projections. These other categories do not serve as significant sources as the revenue identified above and have, therefore, been consolidated for discussion. These changes will be incorporated in the budget ordinance presented for your consideration in June. The net effect of these recommended adjustments when compared to the adopted financial plan numbers for FY 2009-2010 is an increase of \$360,791.

General Fund Expenditures

According to the North Carolina Local Government Budget & Fiscal Control Act, each local government must project an annual balanced budget, assuming all revenues will be used to pay for expenses on a one-to-one basis; therefore, revenues must equal expenses. Consequently, expenditures for FY 2009-2010 must be reduced to offset the net \$1,604,256 (2%) reductions in

revenues in order to maintain a balanced budget. The reductions are primarily in the personnel portion of the budget since employee costs represent almost two-thirds of total General Fund expenditures. Other reductions are proposed in the operating line items and the contingency account. Each of the major proposed expenditure reductions is explained in the following paragraphs.

Personnel Costs

In the April 2009 edition of Public Management Magazine in an article entitled “Managing your budget: Making tough decisions in tough times”, Professor Robert Bland noted: “Unlike spending by the federal and even state governments, local budgets are driven by personnel costs—salaries, wages, and benefits. And unlike the federal budget, managers in local governments must balance their budgets, meaning current expenditures for operations must not exceed current revenues, including draws from reserves. As a result, budget contractions inevitably impact the salaries and wages of local government employees.” Many local governments around the nation and state have used layoffs, furloughs, or salary reductions to address budget deficits. To date, the City has not had to employ any of these measures, but must take steps to reduce projected personnel costs in the FY 2009-2010 budget.

Similar to the current fiscal year, as part of the adopted FY 2009-2010 financial plan, the City included a 3% market adjustment pay increase for all employees and a continuation of the 1.5% merit pay program. In response to a recommendation from the Joint City-GUC Pay and Benefits Committee, on April 21, 2009 the City Council approved granting no market adjustment raises for FY 2009-2010 and suspending the merit program for next year (to be revisited in six months based on economic and financial conditions.) These two actions will result in a savings of \$1,638,662 in the coming fiscal year.

Due to the overall reduction in revenues, no new positions are included in the proposed FY 2009-2010 budget. Two adjustments in budgeted positions are recommended. Funds have been reallocated within the Information Technology (IT) Department to support a part-time position (3/4 time position) being upgraded to a full-time position. This Systems Analyst position will be funded within IT’s currently allocated funds for the 2009-2010 budget. The upgrading of this position, therefore, will have a net effect of zero to the overall General Fund proposed budget for next fiscal year. As you are aware, in February 2009 the Fire-Rescue Department was awarded a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant in the amount of \$2,845,819, to be disbursed over a five-year period. This grant is to support the hiring and training of twelve firefighters. Of the total grant award, \$1,568,064 is a required match by the City. In anticipation of this grant, the adopted FY 2009-2010 financial plan includes \$257,644 as matching funds. To reflect the actual terms of the grant award, this amount has been adjusted to \$49,486 to reflect the accurate match amount for the first year of the grant. In addition to this adjustment, the proposed budget had to be revised to include the entire grant funding for the first fiscal year (2009-2010), so to track revenue and expenditures appropriately. This adjustment added a net of \$237,217 to the FY 2009-2010 proposed budget, but resulted in a net savings of \$208,158 for the General Fund. Due to the fact that the Fire/Rescue employees for the SAFER

grant will not be available to provide service until January 2010, \$128,822 was retained in the budget to fund the peak staffing unit.

Effective July 24, 2009, the minimum wage rate will increase from \$6.55 to \$7.25. The system considered this factor when generating the original FY 2009-2010 financial plan numbers. Required adjustments, however, were not made to the Parks Division of Recreation and Parks at that time. An adjustment, therefore, has been made to add \$6,854 to the Recreation and Parks part-time salary budget in anticipation of this increase.

Consistent with prior years, health insurance is another significant component of the City's personnel expenses. The approved FY 2009-2010 financial plan includes a 10% increase for health insurance premium costs. Based on the pending proposal to institute a self-funded health insurance program for 2010, the proposed budget has reduced the increase to 3%, resulting in a net reduction in health insurance costs of \$242,111.

In April 2009, the City Council approved a resolution to establish a fund with the State Treasurer that will be used to pay for Other Post Employment Benefits (OPEB), specifically retiree health insurance. The resolution permitted staff to open the fund with a \$250,000 payment. The Governmental Accounting Standards Board (GASB) issued Statement 45 regarding the accounting and reporting requirements for OPEB. The purpose of this Statement is to establish the accounting and reporting requirements for an employer's expenses and liabilities related to its post-employment benefit plan regardless of funding. Beginning with the fiscal year ending June 30, 2008, the City was required to report the unfunded annual required contribution as a liability within the Comprehensive Annual Financial Report. At that time, the City reported an obligation of approximately \$4.3 million for retiree health insurance. As the City continues to analyze ways of beginning to fund this liability, it is my recommendation that the City Council authorize an additional contribution of \$250,000 for FY 2009-2010. The OPEB liability will be discussed in more detail during the June 1, 2009 budget meeting.

Operating Expenses

The reduction in fuel costs also instituted to help balance the current year budget is also recommended for continuation in FY 2009-2010. When the FY 2009-2010 financial plan was approved in June 2008, fuel prices were near an all-time high. The City thus budgeted for fuel prices to be \$3.50 and \$4.00 per gallon for unleaded and diesel, respectively, in 2009-2010. Fortunately, fuel price changes have moderated during the past year, and I am recommending budgeting fuel accounts based on projected consumption and prices of \$2.30 per gallon for both gasoline and diesel. This revised projection will result in a reduction of \$424,886 for fuel costs.

As discussed in the revenue section for the **Utilities Franchise Tax**, a cold winter and GUC electric rate increases have resulted in higher utility costs for all customers including the City. The Public Works Department utility cost account for City buildings will exceed the budgeted amount for the current fiscal year, and more rate increases are planned for next year. In order to properly fund the utility account, an additional amount of \$143,430 has been proposed for FY 2009-2010.

On January 5, 2009, the City Council approved the Police Department applying for five grants from the Governor's Crime Commission. The five pre-applications were submitted in January, and the Police Department was recently invited to submit applications for three of the grants. The invitation to submit an application usually means that the grants will be approved. In order to insure that the matching funds will be available for these grants, I propose adding \$91,842 to the Police Department budget for FY 2009-2010. This amount is currently included as a designation within the contingency account.

The contingency account included in the adopted FY 2009-2010 financial plan is \$325,556. I am recommending a contingency of \$200,000 for next year. The excess amount of \$125,556 has been used to assist in balancing the budget.

Operating Transfers

Operating Transfers from the General Fund to other funds has been decreased for FY 2009-2010 by \$126,630; \$122,488 to the Debt Service Fund and \$4,142 to Sheppard Memorial Library. The reduction in the Sheppard Memorial Library's transfer is directly related to the 2% cuts that were solicited on discretionary operation expenses. The Transfer to the Debt Service Fund was decreased as a result of the refinancing of the 1998 Certificate of Participation Bonds (COPS) and issuance of new bond funds for Street Improvements. Initial financial plan numbers for FY 2009-2010 included the "old" 1998 COPs debt service amounts, without anticipating a refinancing opportunity. The Plan numbers also included debt service amounts that were estimated based on issuing the Street Improvements funding as a General Obligation Bond in October of 2008, which was not completed. The original FY 2009-2010 budget included anticipated debt service for these two components of \$1,574,150. The updated Debt Service is calculated to be \$1,451,662 representing a savings of \$122,488.

General Fund Summary

In summary, the proposed FY 2009-2010 budget contains the following adjustments from the FY 2009-2010 financial plan adopted by the City Council on June 12, 2008:

ADJUSTMENTS PROPOSED FOR FISCAL YEAR 2009-2010			
Revenues		Expenditures	
Property Tax	119,277	Market Adjustment	(1,090,690)
Sales Tax	(918,829)	Merit Pay	(547,972)
Video Programming	159,166	SAFER Grant	366,039
Utilities Franchise	343,974	Minimum Wage	6,854
Powell Bill	(232,104)	Health Insurance	(242,111)
Inspection Fees	(767,119)	OPEB – Designated	250,000
Planning Fees	(163,105)	2% Cut	(148,428)
Investment Earnings	(202,245)	Fuel	(424,886)
GUC Transfer	(304,062)	Utilities	143,430
SAFER Grant	445,375		

Other Revenues	(84,585)	Police Grants – Designated	91,842
		Contingency	(125,556)
		Operating Transfers	(126,630)
		Other Expenditures	(207,366)
		Addition to Fund Balance	451,18
Total	(1,604,256)	Total	(1,604,256)

Fiscal Year 2010-2011 Considerations

The dramatic decrease in building inspection permits that has been experienced during the current fiscal year and is expected to continue during FY 2009-2010 will result in very little new construction being added to the property tax roll for January 1, 2010. Property tax collections for FY 2009-2010 will, therefore, not reflect the same level of growth as in previous years. Since the property tax is the largest General Fund revenue source, the average five percent growth in the tax base has made significant dollars available to meet expenditure needs in recent years. For FY 2010-2011, I anticipate less than one percent growth in property tax revenues due to the lack of new construction during calendar year 2009.

Sales tax revenue growth for FY 2010-2011 will also be far below the amount that could have been expected in more normal economic times. As the current recession extends into the next fiscal year, the General Fund's second largest revenue source is expected to lag far behind the sometimes double-digit growth of recent years. The changes in the state distribution formula also create uncertainty about the future of this significant revenue source.

On the expense side of the budget, the local matching amount for the Fire-Rescue Department SAFER grant will begin to increase in FY 2010-2011 and gradually reach the point in five years where the City is paying the full cost of 12 new firefighter positions.

The State Treasurer has notified the General Assembly that due to losses in the stock market incurred by the North Carolina Local Government Retirement System, an increase in the employer contribution rate will be required in FY 2010-2011. The City, therefore, will be facing a certain substantial increase in retirement contributions to the state retirement system in FY 2010-2011.

These several major revenue and expenditure impacts on the future of the General Fund budget mandate that I caution you again about a difficult budget situation anticipated for FY 2010-2011. In my opinion, the following budget year will be more constrained than the FY 2009-2010 budget. In anticipation of this future budget problem, I recommend that the City Council take the proactive step of adding to the fund balance during the coming fiscal year and carrying these reserves forward to help balance the FY 2010-2011 budget. The summary above indicates an addition of \$451,218 to the fund balance for this purpose.

Other Funds

The adopted FY 2009-2010 financial plan for the Sanitation Fund included adding three new employees and the purchase of a truck to provide an additional crew in order to keep up with customer growth in recent years. Hiring the new crew would require an increase in the refuse collection fees. Due to the current economic recession, I recommend that the new truck purchase and additional staffing be postponed. By delaying this new crew, adjusting the budget for no employee salary increases, and lowering the fuel account, no fee increase will be needed in the Sanitation Fund.

Expenses for all other operating funds (Stormwater, Bradford Creek Golf Course, Public Transit, and Housing) have been adjusted to reflect the City Council's directive on employee compensation. To maintain balanced budgets in each fund, a corresponding reduction in revenues has been made. Other than those adjustments, no other revenue or expenditure changes to the adopted FY 2009-2010 financial plan are recommended at this time for these other funds.

Summary

The revisions to the FY 2009-2010 financial plan recommended in this budget message represent needed adjustments and/or modifications to a comprehensive fiscal plan created and developed as part of the more extensive budget process last year. My objectives in these revisions are to recognize changes that have already been acknowledged by the City Council, such as the current economic situation, and make adjustments for needed revenue or expenditure changes beyond the City's control, or enhance and refine the City Council's vision as stated in the City of Greenville 2009 Goals.

The entire City staff has worked diligently in developing and preparing these recommendations. Appreciation is extended to all of the budgeting teams within the various departments who strategically plan and implement the City Council's Goals and Objectives. Gratitude is also extended to the Financial Services Department who put it all together and ensure the financial stability and growth of the City.

As you consider the proposed adjustments to the FY 2009-2010 financial plan and approval of the budget ordinance for the coming fiscal year, please contact me with any questions or comments. The City staff is prepared to assist in your budget deliberations.

Respectfully submitted,

/s/ Wayne Bowers

Wayne Bowers
City Manager

“COPY”

Council Member Joyner asked that the June 11 meeting be dedicated to the budget and that no other items be discussed. He was informed that is a night for public hearings on other items. June 1 has been scheduled as a meeting to be dedicated to only the budget.

The City Manager was commended for having conservative revenue projections and a smart government approach to the budget.

Upon being asked what was being different with the staff since inspections are obviously down, City Manager Bowers explained that staff had cut out the contract employee with Kinston, which was a three day a week position. Public Works is using some of the inspectors for special projects that need to be done, such as a lighting project. Also, some building inspectors are certified as fire inspectors, so some of them are doing fire inspections. The Inspections Division has also been working on inspections of buildings that don't meet the recently approved nonresidential building code.

Staff has been creative in finding areas where they are needed. Staff was asked to prepare a narrative on that for Council.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council provided general comments and reported on upcoming events.

Discussion occurred about whether all boards and commissions should be televised. The Council was informed that it would create a logistical problem for the boards with more than 11 members and for the boards and commissions that might meet at the same time. It was noted that all meetings are advertised and open to the public. There would be a cost associated for broadcasting the meetings and, at some point, additional staff would have to be hired or it would cut into other things that the public information office does. The Council was informed by Assistant City Manager Thom Moton that the Public Information Officer, Steve Hawley, has been making short board and commission videos to encourage them to move to the Chambers and be cablecast. It was suggested that the boards and commissions meet in the Chambers and be televised for special events, such as the recent Environmental Commission Awards ceremony. Council Member Joyner concluded the discussion by stating that he would like to see joint City Council meetings with other bodies in the Chambers so that they can be televised.

Staff was asked to provide what the City would get by having all the boards and commissions televised and what would have to be given up. Staff was also asked to provide information on the boards that have 11 members or less.

CITY MANAGER'S REPORT

City Manager Bowers reminded the Council Members of the special joint meeting with Greenville Utilities Commission scheduled for May 12 at 5:30 p.m.

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

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
May 14, 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 Spell 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

City Manager Bowers informed the Council that a request had been received from Baldwin and Janowski to continue the request by the Lampe Company, Inc. to amend the Future Land Use Plan Map until June 11, 2009.

Motion was made by Council Member Spell and seconded by Council Member Joyner to approve the agenda as presented, with the continuance until June 11, 2009 of the request by the Lampe Company, Inc. to amend the Future Land Use Plan Map. Motion carried unanimously.

SPECIAL RECOGNITIONS

Public Information Officer Steve Hawley announced that the Public Information Office recently received four Excellence in Communications Awards from North Carolina City & County Communicators (NC3C) in Hickory, NC. Three of the awards were for public access channels (two for CityScene and one for Bunkerz and Friends) and one was for graphics (Recreation and Parks Guide). Mr. Hawley recognized and thanked the members of the Public Information Office staff.

APPOINTMENTS TO HUMAN RELATIONS COUNCIL

City Manager Bowers reminded the Council that on April 9, 2009, the Council increased the membership of the Human Relations Council to 18 members, meaning that the City Council will need to appoint five additional citizens to the Human Relations Council as well as three students

from the higher educational institutions (East Carolina University, Shaw University, and Pitt Community College.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Spell to appoint Caitlin Gold as the East Carolina University representative, and to appoint Ann Marie Alderman, Martha Brown, Byung Lee, and Gun Ho Lee. Motion carried unanimously.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Motion was made by Council Member Glover and seconded by Council Member Joyner to elevate Latisha Harris from an alternate to a regular member, replacing Leslie Cox, who did not wish to be reappointed, for a first three-year term that expires February 2012, and to appoint Craig Rouse as the alternate member to fill an unexpired term that expires February 2012. Motion carried unanimously.

Community Appearance Commission

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to appoint Brenda Diggs to replace J. Scott Bailey, who resigned, for a first full three-year term to expire July 2012, and to appoint Katherine Swope to replace Paul Brezina, who resigned, for a first full three-year term to expire April 2012. Motion carried unanimously.

Environmental Advisory Commission

Motion was made by Council Member Mercer and seconded by Mayor Pro-Tem Council to reappoint Owen Burney for a first full three-year term to expire April 2012, and to reappoint Edward Caldwell for a second full three-year term to expire April 2012. Motion carried unanimously.

Investment Advisory Committee

Motion was made by Council Member Kittrell and seconded by Council Member Joyner to appoint Girard Newkirk to replace William Wilkerson, who resigned, to fill an unexpired term that expires October 31, 2011. Motion carried unanimously.

Planning and Zoning Commission

Motion was made by Council Member Spell and seconded by Council Member Joyner to reappoint Shelley Basnight to a first three-year term to expire May 31, 2012, and to reappoint David Gordon and Tim Randall to a second three-year term to expire May 31, 2012. Motion carried unanimously.

ORDINANCE REQUESTED BY THE LAMPE COMPANY, INCORPORATED TO AMEND THE FUTURE LAND USE PLAN MAP FOR THE AREA DESCRIBED AS BEING LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ARLINGTON BOULEVARD AND THE SEABOARD COASTLINE RAILROAD FROM AN "OFFICE/INSTITUTIONAL/MULTI-FAMILY" CATEGORY TO A "COMMERCIAL" CATEGORY - CONTINUED

ORDINANCE REQUESTED BY UNIVERSITY MEDICAL PARK NORTH, LLC TO REZONE PROPERTY LOCATED NORTH OF WEST FIFTH STREET BETWEEN TREYBROOKE AND MOYEWOOD APARTMENTS FROM MR (MEDICAL-RESIDENTIAL [HIGH-DENSITY MULTI-FAMILY]) TO MO (MEDICAL-OFFICE) - ADOPTED

Planner Chantae Gooby delineated the property on a map, stating that it is centrally located in the City. The property is currently vacant. The rezoning could generate a net increase of about 1900 trips, with the majority going east on Fifth Street or south on South Moye Boulevard. West Fifth Street is a gateway corridor designed to carry large volumes of traffic. There is also a recognized focus area at West Fifth Street and Moye Boulevard. The Future Land Use Plan Map recommends commercial north of West Fifth Street at its intersection of Moye Boulevard transitioning to office along the West Fifth Street corridor and high density residential and conservation/open space in the interior areas. The conservation/open space is recommended along the Schoolhouse Branch and Tar River flood plain. Under the current zoning, staff anticipates the site to yield 230 multi-family units based on similar site comparison. Under the proposed zoning, staff anticipates the site to yield 157,000 square feet of office and retail services. The MO district allows a variety of professional medical offices, as well as limited retail and service uses. In staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

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

Council Member Kittrell asked that he be excused from voting on this issue, as his company has the property listed.

Motion was made by Council Member Spell and seconded by Council Member Joyner to excuse Council Member Kittrell from voting on this issue. Motion carried unanimously.

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adopt the ordinance to rezone 17.6 acres located 600+ feet north of west fifth street between Treybrooke and Moyewood apartments from MR (medical-residential [high-density multi-family]) to MO (medical-office). Motion carried unanimously. (Ordinance No. 09-36)

ORDINANCE TO ANNEX MEDFORD POINTE, SECTION TWO, PHASE ONE LOCATED ON THE NORTHERN RIGHT-OF-WAY OF BRIARCLIFF DRIVE AT ITS INTERSECTION WITH FALLING CREEK DRIVE, WEST OF LAKE ELLSWORTH, SECTIONS 2 AND 3, AND NORTH OF MEDFORD POINTE, SECTION ONE, PHASE ONE - ADOPTED

Director of Community Development Merrill Flood informed the Council that this is a request to annex Medford Pointe, Section Two, Phase One, containing 23.157 acres located on the northern right-of-way of Briarcliff Drive at its intersection with Falling Creek Drive, west of Lake Ellsworth, Sections 2 and 3, and north of Medford Pointe, Section One, Phase One. Notice of the public hearing was advertised in The Daily Reflector on May 4, 2009. The property is contiguous to the City limits and is located in Voting District 1. The proposed use of the property is for a school. The current and proposed population is 0. The property is 2.33 miles from Fire Station #2.

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

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to adopt the ordinance annexing Medford Pointe, Section Two, Phase One. Motion carried unanimously. (Ordinance No. 09-37)

RESOLUTION TO CHANGE THE STREET NAME OF HOOKER ROAD EXTENSION TO CONVENTION CENTER DRIVE – ADOPTED

Assistant City Manager Thom Moton informed the Council that this is a request to change the name of Hooker Road Extension to Convention Center Drive. This change was a part of the strategic plan in the beginning. This change will be only for the portion of Hooker Road Extension located south of Greenville Boulevard between the Hilton Hotel and the Convention Center. The Hilton Hotel and Convention Center are the only uses affected by the proposed change, and both properties are currently addressed off Greenville Boulevard. Representatives from the Hilton Hotel, the Convention and Visitors Bureau, and Convention Center management are in support of the name change. The proposed name change is necessary as part of the strategic plan to elevate the Convention Center profile by creating a more identifiable entryway into the Convention Center Campus. The proposed name change is being requested of City Council for final approval due to the name exceeding 14 characters. The Planning and Zoning Commission recommended approval of the request.

Concern was expressed about how the Hooker family was not consulted about this request and the fact that there was an issue in the consideration of alternatives when naming Martin Luther King, Jr. Drive, so as to not disturb the name of Hooker Road because of it being named in honor of the Hooker family.

Mr. Moton explained how the section of roadway being requested for renaming is minimal and only impacts the property adjacent to it. It is a reasonable request given that it is the convention center campus, and it is not renaming an entire street. No one has expressed concern about this

request. It was a part of a strategic plan submitted to Council about 14 months ago that has been discussed widely and publicly. He hasn't heard any objections.

City Attorney Dave Holec informed the Council that there is no street name sign on this portion of the street currently. The City has to go through official action because it was on a subdivision plat as Hooker Road Extension. It is the intent to keep honoring the Hooker family with Hooker Road.

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

Motion was made by Council Member Glover to have staff contact the Hooker family about the request and if they are in agreement, it can be done. Due to the lack of a second, the motion died.

Motion was made by Council Member Spell and seconded by Council Member Joyner to adopt the resolution to change the street name of Hooker Road Extension to Convention Center Drive. Motion carried with a 5:1 vote. Mayor Pro-Tem Council and Council Members Kittrell, Mercer, Spell and Joyner voted in favor of the motion. Council Member Glover voted in opposition. (Resolution No. 09-30)

SECOND READING OF AN ORDINANCE GRANTING A TAXICAB FRANCHISE TO SANI BELLO AND MAMADOU SANOGO D/B/A UNITY CAB COMPANY – APPROVED

City Clerk Wanda Elks informed the Council that Sani Bello and Mamadou Sanogo d/b/a Unity Cab Company have requested a taxicab franchise to operate two taxicabs within the City of Greenville. In order for a taxicab franchise to be approved, City Council has to consider it at two meetings. The ordinance was considered on first reading on May 11, 2009, and is scheduled for the public hearing and second reading tonight. The Police, Financial Services, and Community Development Departments have reviewed the application and have recommended approval of the request. If approved by Council, the applicants will need to be approved by the Community Development Department as an incidental use prior to beginning operation. Advertisement of the public hearing was run in The Daily Reflector on May 4, 2009. In accordance with the City Code, letters have been submitted to other taxicab owners in the City of Greenville informing them of the request and of the public hearing scheduled for May 14.

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 Joyner to adopt on second reading the ordinance granting a taxicab franchise to Sani Bello and Mamadou Sanogo d/b/a Unity Cab Company. Motion carried unanimously. (Ordinance No. 09-38)

2009-2010 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP FUNDS – ADOPTED

Senior Planner Sandra Anderson informed the Council that the top priorities and goals of the 2009-2010 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnership Funds include owner-occupied rehabilitation, homeownership, acquisition and demolition of substandard units, new construction, conversion of rental units to homeownership, development of commercial corridor, streetscape, support nonprofits, and elimination of lead-based paint hazards. The next steps include having the public hearing that is scheduled for tonight, receiving nonprofit funding approval, having a citizen comment period, receiving approval from the Affordable Housing Loan Committee, receiving approval from the City Council, sending the information to HUD, and implementation. Proposed expenditures are as follows:

Activity	HOME Funds	CDBG Funds	HOME Match
Planning/Administration	75,000	160,000	
Housing Rehabilitation	162,500	264,497	
Relocation	0	22,500	
Acquisition	0	50,000	
New Construction	128,810	0	171,190
Downpayment Assistance	100,000	0	
Clearance/demolition	0	37,500	
Corn Hog Development Organization	112,500	0	
Infrastructure	0	35,000	
Public Facilities	0	30,000	
Economic Development	0	100,000	
Public Service	0	115,000	
Program Income	10,000	10,000	
Total	588,810	824,497	171,190

Upon being asked how revenue is generated, Ms. Anderson responded that it is from the recapture of loans that are being paid back, default, etc. She recommended that the City Council hold the final public hearing to receive comments, approve document submittal to HUD with any necessary changes, and to authorize the Mayor and City Manager to sign the required documents.

Ms. Anderson was asked how the new houses that are being built are coming along, and she replied that there is interest; however, the City has not entered into any contracts.

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 Joyner to approve the document submittal to HUD and to authorize the Mayor and City Manager to sign the required documents. Motion carried unanimously. (Resolution No. 09-31)

GRANT APPLICATION FOR AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDING FOR GREENVILLE AREA TRANSIT (GREAT) – ADOPTED

Director of Public Works Wes Anderson informed the Council that the federal grant application for the American Recovery and Reinvestment Act of 2009 (ARRA) would provide a funding allocation for the City of Greenville for the purchase of two hybrid transit buses, an oil/water separator for the Public Works facility, a transit storage building, bus shelters, an identification card system, and upgrades to the Reade Street Transfer Point for the Greenville Area Transit System.

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

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to adopt a resolution authorizing the filing and execution of an application for federal ARRA public transportation funding. Motion carried unanimously. (Resolution No. 09-32)

INTERMODAL TRANSPORTATION CENTER - ENVIRONMENTAL ASSESSMENT – ACCEPTED

Assistant City Manager Thom Moton informed the Council that opportunity for public comment was provided on the draft Environmental Assessment Report on the Intermodal Transportation Center site at two different times on May 7, 2009, once in the morning and once in the evening. The draft report has been available for public inspection in the City Clerk's Office for 30 days and a copy is available on the website. Additionally, a public hearing has been scheduled for this meeting.

Upon being asked if there is a Phase 2 requirement on the environmental report, Mr. Moton replied that this is an environmental assessment. The environmental assessment report did not note a requirement for a Phase 2 environmental assessment. The reason it is being done is because of the historic property on site. Staff is working with the North Carolina Historical Society and the boards and commissions involved.

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

Motion was made by Council Member Mercer and seconded by Council Member Joyner to accept the Intermodal Transportation Center Environmental Assessment Report. Motion carried unanimously.

REFUNDING OF THE SERIES 1998 CERTIFICATES OF PARTICIPATION AND THE FINANCING OF NEW STREET IMPROVEMENTS – APPROVED

Director of Financial Services Bernita Demery reminded the Council that at the April 20, 2009 meeting, the 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. Certificates of participation require collateral to securitize the obligation, which provides the bond holders greater certainty of debt repayment. General Obligation bonds are secured by the full faith and credit of taxpayers, which is the highest form of debt securitization. The agreement between the City of Greenville and BB&T 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 the Stantonsburg Road/Tenth Street Connector, which were originally approved by referendum to be issued as General Obligation Bonds.

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 authorize the refunding of the Series 1998 COPS (\$7,140,000) and the financing of street improvements (\$4,860,000). Motion carried unanimously.

PUBLIC COMMENT PERIOD

No one expressed an interest in speaking during the public comment period.

AFRICAN-AMERICAN CULTURAL MUSEUM

Ms. Minnie Anderson read the following presentation.

“COPY”

It is a profound honor to be here to present to you tonight what was initiated from the Walking Buddies Group at the Mall. We were walking one day and Mildred told her about her idea of having an African American Museum here in Greenville. We discussed it and later said we would see if others were interested. Well, today we have over 400 people interested and beginning to accept donations of \$10.00 from those that want to become members.

Gloria Cummings, chairperson of the Flyer Committee, and her committee have done a great job with the flyer. They have some minor things to do with it and it will be complete. We certainly thank Pearl Speller, a local artist, with all his help and art work that is included. They are preparing this educational brochure to encourage membership in the museum and donation/loan of artifacts to the museum.

We certainly celebrate Greenville and all its redevelopment and improvements over the years, but for a city that was chartered in 1774, there was and is no African American museum to display our 235 year history of African Americans and other important history from the people that have made Greenville the city it is today.

For much of Greenville's history, African Americans comprise half of the population. In this century, African Americans still make up over 30% of the population. From our Walking Group

at the Mall, we decided to meet and met at Cracker Barrel. The group that met at Cracker Barrel became our Charter Members. We decided at that meeting we would call the museum The Greenville African American Heritage Museum.

We meet every Monday at the Convention Center and Visitor's Bureau at 12:00 noon and are now in the process of finding an actual building. Our mission to preserve, conserve and accurately interpret the contributions of African Americans from Africa to America through the 21st century.

The Greenville African American Heritage Museum members are visiting other museums in cities where they travel to help us develop partnerships with existing entities to attain input and education. We have had other presidents to come and share with us how they started and to help us here so we do not make the same mistakes they wanted us to avoid.

We call ourselves GAAHM and we have started already working toward oral history and workshops to create enthusiasm and encourage others locally to become a part of this great effort. These workshops will be used to create folklore productions for sale through the museum and online. We are also working on a web site for GAAHM. GAAHM is preparing a cookbook as an initial product for educational and funding opportunities. Anyone with a great recipe should contact any member of the Museum committee.

A "virtual museum" will be our second product until GAAHM has a physical location which we hope to have in a few months. The Charter Members will identify and establish committees to oversee the production of educational products, documents and secure artifacts to develop outreach in the community.

GAAHM desires input and support of you, our City Council, the Redevelopment Commission, the Historic Preservation Commission, the Board of Education, the Public Relations Officers, the State Historic Preservation Office, the Convention and Visitor's Bureau, Uptown Greenville and other interested agencies. We hope the Greenville African American Heritage Museum will encourage tourism from people all over the world that will come to visit our museum and other historical sites in our city. We feel it will provide jobs to the city and also educate people about the history of African Americans and the rich history of Greenville and its citizens. The Charter Members of GAAHM will work with all participating entities and eagerly accept input and necessary regulation by those entities.

We thank you for listening and would appreciate your support.

“COPY”

Upon being asked if the group GAAHM has a project budget and business plan to see how much they will need, Ms. Anderson responded that they have not gotten that far. The group is working on a flyer and is working with other museums. They had a group of people to come to the Hilton, and they had a successful program there. College professors are working with them from

all over the United States. The museum will have the history of Greenville. They are looking at school buildings that may not currently be used for schools as the site for the museum.

Mayor Pro-Tem Council read a proclamation regarding the museum.

City Attorney Holec reminded the Council that proclamations are typically done by the Mayor, not the City Council as a group; however, the Council could endorse the proclamation if it desired.

Motion was made by Council Member Joyner and seconded by Council Member Kittrell to endorse the proclamation.

RECOMMENDATION FOR ALTERNATIVE WAYS TO INCREASE RECYCLING

Director of Public Works reminded the Council that the 2008 and 2009 City Council goals and objectives include a goal to increase recycling to reduce the per capita volume of solid waste being disposed of in landfills. Present collection methods make it easy for citizens to recycle; however, the present diversion rate of 10% is below the desired level. The diversion rate, which was 6% in 2000, is increasing at a slow rate. The intent of the recommendations is to increase the recycling rate faster. An increase in recycling will add jobs at Eastern Carolina Vocational Center, reduce the County's landfill costs, reduce the environmental impact of disposing of solid waste, and reduce the energy required to produce new products. Increased recycling will also have environmental impacts by reducing air/water pollution and greenhouse gas emissions. One of the US Mayor's Climate Protection goals is to increase recycling rates in the City's operations and the community. City staff presented recommendations for increasing recycling at the September 2008 City Council meeting. The City Council directed staff to coordinate these options with the Environmental Advisory Commission and Keep Greenville Beautiful Board of Directors. These organizations formed a subcommittee in December 2008 to discuss staff's recommendations and to develop a recommendation from the subcommittee. In March 2009, the recycling subcommittee completed a proposed recommendation to increase recycling.

“COPY”

ENVIRONMENTAL ADVISORY COMMISSION/
KEEP GREENVILLE BEAUTIFUL, INC.
RECYCLING SUB-COMMITTEE

RECOMMENDATION TO INCREASE RECYCLING

May 1, 2009

The City Council 2008 and 2009 Goals and Objectives include an objective to increase recycling to reduce the volume of solid waste being disposed of in landfills. Increased recycling will increase the number of jobs at East Carolina Vocational Center, reduce the County's landfill costs, reduce the environmental impact of disposing our solid waste, and reduce the energy required to produce new products. Increased recycling will also have environmental impact by

reducing air/water pollution and greenhouse gas. One of the US Mayor's Climate Protection Agreement goals is to increase recycling rates in the City's operations and the community. When looking at options for recycling, minimizing the cost impact on residents and maintaining the choice of service (backyard and curbside) were kept in mind. Sanitation route options, incentive programs, and combinations of changes in service and fees were investigated.

City staff presented recommendations for increasing recycling at the September 2008 City Council meeting. The City Council directed staff to coordinate these options with the Environmental Advisory Commission (EAC) and Keep Greenville Beautiful Board of Directors. A sub-committee with members from both organizations was formed in December 2008 to discuss staff's recommendations and to develop a recommendation from the sub-committee.

The EAC/Keep Greenville Beautiful, Inc. Recycling Sub-Committee has developed a recommendation to increase recycling volume and the landfill diversion rate within the City of Greenville. In developing its recommendation, the subcommittee considered many options from throughout the state and the region. The recommendation encompasses several of these options into a plan that the sub-committee feels will increase recycling but not require a budgetary increase as a result of the proposed plan.

The proposed plan encompasses a requirement that every home must recycle, develops a structure to provide incentive rewards to our citizens for recycling, adjusts service levels to allow the City to manage our budgetary appropriation, and increases our educational/promotional efforts. The following are the subcommittee's recommendations to increase recycling in the City. The plan does not result in an overall increase in Sanitation costs, and does reduce any proposed cost increase scheduled for 2010.

RECOMMENDATIONS:

1: ADJUST RECYCLING, VEGETATION, AND BULKY ITEM SERVICE LEVELS:

This proposal changes the collection of recycling, and vegetation, from weekly to bi-weekly collection. Bulky Item Service will be provided by request. Garbage collection will remain weekly. The City will be divided into two (2) sections for the collection of recycling, and vegetation. One week, half of the City will have recycling, and vegetation collection, and the next week, the other half of the City will be serviced. Recycling pickup will continue to occur on their scheduled garbage service day. Vegetation will be picked up throughout the week by vegetation collection crews. Bulky items will be collected by the recycling crews during the remaining days of the week for residences that have called to request service.

Many cities have bi-weekly recycling and have found that this creates operational efficiencies but does not affect the overall volume of recycling collected.

This change in service level allows the Sanitation Division to meet the anticipated increase in recycling and reduce operational staff. Three (3) positions can be eliminated through attrition in the FY 09/10.

Anticipated Sanitation Budget savings is \$148,541 (details in Appendix) which will be partially used to fund other improvements to the system to increase recycling.

2: BEGIN A RECYCLING INCENTIVE REWARDS PROGRAM:

This program institutes a reward program for recyclers from multi-family or single-family residences for successfully recycling. Single-family residents will be randomly selected from each route/area of the City serviced during that week, and the driver or staff will note if a resident on their day of service recycles. If the resident does they will receive a \$50 cash card from a list of businesses that are a part of this program within the City. Two multi-family recycling centers will also be randomly selected for a City staff member or volunteer to monitor each week. The first resident who brings recycling to the center during the observation period will receive the same \$50 cash card reward.

Anticipated cost of this program is \$41,400 per year (details in Appendix).

3: INCREASING RECYCLING EDUCATION AND PROMOTION:

The City's recycling promotion and education program will be improved to enhance residents' willingness to recycle and knowledge of the City recycling program.

The following methods will be used to enhance and increase recycling education and promotion:

- Recycling Promotions - Utilize the City Access Channel, City Page article, Utility Bill inserts, City Web Page, radio spots, The Daily Reflector advertisements, Minority Voice advertisements, pamphlets placed at public locations, and events to provide educational and promotional information.
Estimated Cost: \$10,000
- Neighborhood Association Block Leader Program - Establish community leaders who volunteer to help the City provide educational and promotional material and information within their community. We will work through our existing neighborhood associations and with our City Community Liaison to make this program effective.
Estimated Cost: \$ 3,000
- Composting Promotion Program - Provide education to citizens as to the benefits and proper methods of composting yard debris at their home. A demonstration area will be developed to assist with educating the public.
Estimated Cost: \$ 3,000

- America’s Recycling Day - Develop a yearly promotion and community activity on this day in November to celebrate and highly publicize the importance of recycling in our community.
Estimated Cost: \$ 3,000
 - Church Education Program – Develop promotion and education program for church groups and environmental committees.
Estimated Cost: \$ 1,000
 - Direct Mailings to Citizens - Mail information directly to citizens two (2) times per year promoting recycling and providing general Sanitation information to citizens.
Estimated Cost: \$ 20,000
- Total Estimated Cost: \$ 40,000

4: REQUIRE MULTI-FAMILY COMPLEXES TO PROVIDE RECYCLING CENTERS:

This proposed recommendation will amend the City Code to require all existing and new multi-family complexes to install adequate recycling centers for their residents.

Presently, the City Code requires developers to construct only trash facilities at new complexes. The City Code will be changed to also require the construction of recycling centers for the residents of the complex.

Existing multi-family complexes will be required to meet the new Code by the end of a five-year period. The City will attempt to obtain grants to support the construction of recycling centers for existing complexes.

Anticipated construction cost for a recycling center (current year dollars) is \$1,500 - \$2,000.

Fiscal Note: No budgetary cost

5: REQUIRE ALL CITIZENS TO RECYCLING

All residents will have the opportunity to recycle every two weeks but each resident will be required to recycle. Multi-family residents with available centers will also be required to recycle. Required recycling will create the need for a Code Enforcement Officer and an additional vehicle.

Fiscal Note: Additional budget cost: \$65,222

The Subcommittee believes this combination of changes to the City’s Sanitation Program will increase recycling and the diversion rate while minimizing the cost impact on City residents. If implemented, the plan will achieve the goal set by the City Council for 2009.

APPENDIX

DETAIL OF PROGRAMS, COSTS, OR SAVINGS OF EACH RECOMMENDATION:

RECOMMENDATION 1:

Adjust Recycling, Vegetation, and Bulky Item Service Levels

*Recycling bi-weekly (service day same as garbage)	6 Trucks	18 employees
Garbage weekly	7 Trucks	21 employees
*Vegetation bi-weekly	4 Trucks	8 employees
*Bulky items bi-weekly (Recycling crew handles)	0	0 employees
Multi-family	4 Trucks	8 employees
Supervisors and support		7 employees
Fill-in employees		<u>8 employees</u>
Total employees		70 employees
Recommended FY 09/10 budget allocation	73 employees	
Total reduction in employees	3 employees	
Proposed allocation for FY 09/10	70 employees	

1 Equipment Operator III	\$ 49,951
2 Refuse Collector	\$ 90,182
Reduced overhead	<u>\$ 8,408</u>
Total reduction	\$148,541

Note: * Denotes proposed change in service

RECOMMENDATION 2:

Use Savings to Begin a Recycling Incentive Rewards Program

Additional budgetary costs:

Promotion and education of program	\$ 5,000
Purchase of (\$50) cash cards	<u>\$ 36,400</u>
Total increase for FY 09/10	\$ 41,400

RECOMMENDATION 3:

Increasing Recycling Education and Promotion

Summary of recycling education and promotion costs:

Recycling promotion	\$ 10,000
Neighborhood Association Block Leader Program	\$ 3,000
Composting Promotion Program	\$ 3,000
America's Recycling Day	\$ 3,000
Direct mailings to citizens	\$ 20,000
Promotional materials for churches	<u>\$ 1,000</u>
Additional budget costs for education and promotion	\$ 40,000

RECOMMENDATION 4:

Require Multi-Family Complexes to Provide Recycling Centers

No budgetary impact

RECOMMENDATION 5:

Require All Citizens to Recycle

Additional budgetary costs:

1 Code Enforcement Officer	\$ 56,130
1 hybrid sedan (Financed amount)	\$ 5,400
Additional indirect cost	<u>\$ 3,692</u>
Total	\$ 65,222

Summary of Sanitation Budget Impact:

Service level changes save	- \$ 148,541
Recycling Incentive Rewards Program cost	+\$ 41,400
Promotion and Education Campaign cost	+\$ 40,000
Requirement for multi-family to install recycling centers	0
Required recycling costs	<u>+\$ 65,222</u>
Net FY 09/10 Budget Impact	- \$ 1,919

Items banned from the landfill by State or County Laws:

County:
Cardboard

State:

Glass for ABC Permit holders

Used Oil

White Goods

Antifreeze

Aluminum Cans

Tires

Lead Acid Batteries

Oyster Shells

Hazardous Waste

As of October 1, 2009

Motor Vehicle Oil Filters

Recyclable rigid plastic containers w/ neck smaller than container

Wooden Pallets (Dispose in C&D Landfills only)

As of January 2011

Discarded Televisions

As of January 2012

Discarded Computer Equipment

“COPY”

Mr. Anderson provided information on what other communities are doing.

NORTH CAROLINA COMMUNITIES WITH BI-WEEKLY RECYCLING	
Asheville	5+ years
Burlington	Since 1994
Cary	Converting 2009
Durham	Converting 2009
Garner	Since 1980's
Goldsboro	Since 1990's
Greensboro	Converted 2008
Kinston	Monthly—Converted 2008
Laurinburg	Converted 2006
Out of 36 communities, 21 offered weekly recycling, 10 offered bi-weekly, and five offered some other timeframe.	

NORTH CAROLINA COMMUNITIES BULKY ITEM COLLECTION	
Asheville	Reservation
Cary	Reservation
Charlotte	Reservation
Fayetteville	Reservation

Gastonia	Reservation
Goldsboro	Reservation
Statesville	Reservation
Washington	Four Times Per Year Free
Wilmington	Reservation
Winston-Salem	1 Time Per year
Out of 36 communities, 15 offered weekly bulky item collection, 12 offered collection by reservation only, and nine offered some other method.	

Mr. Anderson stated that the proposed plan develops a structure to provide incentives and rewards to citizens for recycling, adjusts service levels to allow the City to manage budgetary appropriations, increases educational and promotional efforts, and encompasses a requirement that every home must recycle. The plan does not result in an overall increase in Sanitation Division costs. The proposed recommendation to increase recycling was presented to the Neighborhood Advisory Board on April 16, 2009. Their recommendation was that the City should implement the plan but should increase refuse fees by \$1.40 per month instead of reducing the level of service as proposed in Recommendation 1. The joint recycling committee and Public Works Department staff believes this combination of recommendations will increase recycling and the diversion rate at a greater pace while minimizing the cost impact on City residents. If implemented, the plan will achieve the goal set by the City Council for 2008 and 2009.

Mr. Anderson concluded by stating that it is staff's desire to increase recycling education and promotion on July 1 to include education on implementation of remaining recommendations, to present the ordinance amendments at the August 2009 City Council Meeting, and to implement the remaining recommendations in October.

Council Members asked questions and provided general comments.

Upon asking how recycling would be enforced, Mr. Anderson replied that Code Enforcement personnel might go to the Allen Road landfill site to see what is coming out of the truck. Areas that had a high rate of recyclables would be educated. Then enforcement would occur. Another method would be investigation of a person's trash, whether they have the recycling can out that week, etc. The penalties would be the normal penalty for a City Code violation. In the other two cities that have mandatory recycling, one enforces it and one doesn't.

Upon being asked the cost for someone to get involved in recycling, Mr. Anderson replied that they can use the container they have now or purchase a 32-gallon container with a sealed lid and put a sticker on it.

Discussion occurred about Bertie County receiving most of Greenville's garbage. It was expressed that people need to be educated that this trash is going to a sister community. People need to understand what recycling really means and how it is destroying other people's health. They need to know that they are touching people's lives in a negative way. Every month, 2300 to 2400 tons of garbage are delivered to the Bertie County landfill. Council Members expressed

that education is the key and to keep in mind that not everyone looks at GTV-9 or reads the newspaper. Also, the City needs to focus on education before penalizing people. Staff was asked to encourage multi-family developments and businesses to recycle. The pros and cons of “pay as you throw” were discussed. With this process, the person pays a base level for a toter and if he puts out more than can be handled, something else (bags) have to be used that have a sticker that says it needs to be picked up. Everybody would have to go curbside so that it is easy to distinguish. People will pick the smaller size toter. There will be a lot of bags out there that will have to be sorted through to see what is trash and what isn’t. Curbside is required for pay as you go and people have to buy the container from Public Works. Staff will have to sort what is recyclable and what is not. Now there is a separate can and the resident can have up to three. The Council discussed the “pay as you throw”, with the Council Members having different viewpoints on whether it is a good policy. Discussion occurred by methods of educating the public, ranging from having the Environmental Advisory Committee on television to getting the neighborhood associations involved.

Upon being asked if the City had funds for providing the education that needed to be done, City Manager Bowers replied that staff could look at the Sanitation Fund and bring back some options at the budget meeting.

Motion was made by Council Member Mercer and seconded by Council Member Spell to have staff come back with specific methods to implement Recommendations 3 and 4.

Stating that he would like more information on where the funding would come from (i.e., grants) for Recommendation 4, Council Member Kittrell offered that as an amendment to the motion.

Council Members Mercer and Spell accepted the motion as amended

City Manager Bowers stated that staff would bring back more options.

Council Member Joyner offered an amendment to the motion to have the Environmental Advisory Commission meet in the Council Chambers and be televised.

Council Members Mercer and Spell accepted the amendment to the motion, which was rephrased to “have staff come back with specific methods to implement Recommendations 3 and 4 and to have staff investigate the possibility of televising the Environmental Advisory Commission”. Motion carried unanimously. City Manager Bowers stated that he would try to do this by June 1.

ORDINANCE AMENDING THE GREENVILLE CITY CODE BY REWRITING CERTAIN SECTIONS WHICH RELATE TO SOLID WASTE COLLECTION - ADOPTED

Director of Public Works Wes Anderson informed the Council that the purpose of the proposed amendments to sections of the Greenville City Code which relate to solid waste collection is to synchronize nuisance and sanitation ordinances, and to enable the City to abate improperly placed solid waste. Presently, the abatement or removal of improperly placed garbage, refuse matter, bulky items, white goods, debris, and recyclables is not consistent between the Solid

Waste and Code Enforcement sections of the Greenville City Code. In order to alleviate this inconsistency, a new subsection "(20)" will be added to Title 12, Chapter 3, Article A, Section 12-3-3 of the City Code. This addition will establish any garbage, debris, refuse matter, and recyclables located upon property which poses a public health hazard or safety hazard as a nuisance. A Code Enforcement Officer will be able to cause abatement of the nuisance without further notice to the owner or property manager of the identified property. The costs for such abatement or removal, administrative fees, and a civil penalty as provided in Section 12-3-5 shall be assessed and charged against the owner. Subsection 6-3-6(c) and (d) of the Solid Waste Section will be repealed to not conflict with this nuisance code. The proposed addition of subsection (h) to Section 6-3-41 of the Code of Ordinances will allow the Sanitation Division to charge a fee as established in the Manual of Fees for any solid waste collection services provided to the unit by the City in addition to the regular solid waste collection service provided to the unit by the City. The charge for such additional solid waste collection service shall be billed by Greenville Utilities Commission to the unit. This addition to the Code of Ordinances will allow the Sanitation Division to be compensated for removal of any solid waste that is in violation of the Code of Ordinances or for other special services. The proposed addition of a separate fee in the Manual of Fees is \$150 for the first hour and \$125 for each additional hour. The Public Works Department has presented this to the Neighborhood Advisory Board and the Environmental Advisory Commission/Keep Greenville Beautiful Recycling Subcommittee. Each of these groups was in favor of the proposed amendment. If approved, the ordinance will become effective on July 1, 2009 and the City will provide public notice to citizens through multiple means to insure awareness of these ordinance amendments and additions.

Upon being asked whether the tenant or landlord would be billed, Mr. Anderson replied that if the tenant has an open account, he can be charged through Greenville Utilities. If the landlord does it, the landlord can be charged. Staff was encouraged to educate the landlords.

Upon being asked if there is an appeals process, Mr. Anderson replied that there will be. The process will start with the Director of Public Works and then go to the City Manager for final approval.

Upon being asked how the fees are determined, Mr. Anderson replied that it depends on how long it takes to clean up the spot. Staff did a determination on the number of people, their time and benefits, the cost of the truck and fuel, etc. to come up with \$150 for the first hour. The second hour is less (\$125) because the truck and drivers are already out.

Staff was asked if the homeowner is given notice, and Mr. Anderson replied that it depends on the type of material and how much debris it is. Code enforcement has several options.

City Attorney Dave Holec stated that if it is an immediate health and safety hazard, staff does not have to give notice. If it is not an immediate health hazard, the usual process is to pick it up on a regular schedule. An immediate health hazard is determined by the contents (such as food, things that would attract flies and vermin, etc.)

Concern was expressed about garbage lying at the street for any length of time.

Motion was made by Council Member Joyner and seconded by Council Member Spell to adopt the ordinance amending the Greenville City Code by rewriting certain sections which relate to solid waste collection and get a follow-up in six months.

Council Member Glover offered an amendment, which was to instruct staff to look into starting a rental registry.

Upon being told by the City Manager that the Council had previously given direction for staff to develop a violation-based rental registration which staff hopes to report to Council on next month, Council Member Glover withdrew her amendment.

The motion made by Council Member Joyner and seconded by Council Member Spell to adopt the ordinance amending the Greenville City Code by rewriting certain sections which relate to solid waste collection was then voted on and carried unanimously. (Ordinance No. 09-39)

REFUSE FEE BILLING PROCESS

Director of Public Works Wes Anderson informed the Council that the billing of refuse fees by Greenville Utilities Commission began in 1993. City and Greenville Utilities' staff met extensively to establish effective billing procedures. The types of service are Single-Family Backyard, Single-Family Curbside, and Multi-Family. Since 1993, the process for billing has remained relatively the same. Fifty percent of the customers still open service over the internet, and 50% do it by phone or walk-in. A brochure regarding common things that a person dealing with Public Works needs to know is kept at all Greenville Utilities sites for people to pick up when they sign up for service. Additionally, a post card has been developed that sits on the desk of the Greenville Utilities customer service representatives. Mr. Anderson stated that when someone starts utility service, sanitation service begins at the backyard rate. If a single-family resident wants curbside collection, he can either purchase a container from Public Works and have it delivered that day and the curbside rate will start that day or he can purchase a comparable container from someone else. If it is purchased from another source, staff sends a supervisor to check to see if it is compatible. Once that it done, the fee is changed to curbside based on the day the curbside service was started. Someone signing up for service in a multi-family development is assigned the multi-family rate automatically. The landlord has the opportunity to ask for free-removal during vacancy after the unit has been vacant for 30 days. Staff checks to see if there is any sign of Public Works services being there, and if not, the fee is credited back to that account. Service is discontinued until there is an indication that the unit is occupied again.

Discussion occurred about the service being automatically assigned as backyard if the person may want frontyard from the beginning. It was expressed that residents should have a choice from the beginning, which might have to entail Public Works sending a postcard to the resident asking which they would prefer immediately after it is learned that the person has signed up for collection. Mr. Anderson explained that Greenville Utilities does not have the option of curbside or backyard service. The way the system is set up now, if a person is curbside at the past house,

staff makes the assumption that they will be curbside at the new house. It has to be offline activated. Also, when someone moves from single-family to multi-family to single-family again, staff has no way of knowing if they still have the cart. The cart is what sets off the rate.

Mr. Anderson explained that ½ of the residents use curbside and ½ use backyard, approximately 8,000 for each.

After discussion about the current process, staff was asked if Greenville Utilities has been asked to have the customer to fill out a form that acknowledges that they want frontyard or curbside collection. Mr. Anderson stated that staff has asked them to add to the checklist a statement to make to the customer, "If you want curbside collection, you need to contact Public Works and arrange that".

Mayor Dunn asked that staff come back with a report next month clarifying how that is done.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Council Members gave general comments.

Council Member Glover asked the City Manager to look into giving surplus computers to families to help educate the families and make them more computer literate.

CITY MANAGER'S REPORT

City Manager Bowers reminded the Council that the next City Council meeting will be June 1, 2009 at 6:00 p.m.

ADJOURNMENT

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adjourn the meeting at 9:35 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks

Wanda T. Elks, MMC
City Clerk



City of Greenville, North Carolina

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

-
- Title of Item:** Resolution regarding the designation of an official to make recommendations to the North Carolina Alcoholic Beverage Control Commission on ABC permit applications
- Explanation:** The North Carolina Alcoholic Beverage Control Commission requires an adopted resolution designating a City official to make recommendations on ABC permit applications. The resolution currently in effect designates Ronald R. Kimble, a former City Manager. Although the ABC Commission has been accepting the signatures of subsequent City Managers, ABC staff has now requested a new resolution to officially change the designation. The attached resolution designates the City Manager by position as the City's designee to make recommendations on ABC permit applications.
- Fiscal Note:** No direct cost.
- Recommendation:** Adopt the resolution regarding the designation of an official to make recommendations to the North Carolina Alcoholic Beverage Control Commission on ABC permit applications.

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[Resolution regarding the designation of an official to make recommendations to the North Carolina Alcoholic Beverage Control Commis:](#)

RESOLUTION NO. 09-_____

RESOLUTION OF THE CITY OF GREENVILLE, COUNTY OF PITT, REGARDING THE
DESIGNATION OF AN OFFICIAL TO MAKE RECOMMENDATIONS TO THE NORTH
CAROLINA ALCOHOLIC BEVERAGE CONTROL COMMISSION
ON ABC PERMIT APPLICATIONS

WHEREAS G.S. 18B-904(f) authorizes a governing body to designate an official, by name or by position, to make recommendations concerning the suitability of persons or locations for ABC permits; and

WHEREAS the City of Greenville, County of Pitt, wishes to notify the North Carolina Alcoholic Beverage Commission of its designation as required by G.S. 18B-904(f);

BE IT THEREFORE RESOLVED that the City Manager is hereby designated to notify the North Carolina Alcoholic Beverage Control Commission of the recommendations of the City of Greenville, County of Pitt, regarding the suitability of persons and locations for ABC permits within its jurisdiction.

BE IT FURTHER RESOLVED that notices to the City of Greenville, County of Pitt, should be mailed or delivered to the official designated above at the following address:

Mailing address: PO Box 7207, Greenville, NC 27835
Office location: 200 West Fifth Street, Greenville, NC 27834
Telephone number: (252) 329-4432

This the 8th day of June, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

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

Title of Item: 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

Explanation: In accordance with the City's regulations, rights-of-way and easements have been dedicated for Colony Woods Subdivision, Section 1 (Map Book 65 at Page 174); Colony Woods Subdivision, Section 2 (Map Book 70 at Pages 35-36); North Creek Commercial Park (Map Book 71 at Page 181); and Bent Creek Subdivision, Phase 2 (Map Book 71 at Pages 199-200). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing the rights-of-way and easements are also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the FY 2008-2009 budget.

Recommendation: Adopt the attached 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.

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

Attachments / click to download

- [📄 Colony Woods Section 1](#)
- [📄 Colony Woods Section 2](#)
- [📄 North Creek Commercial Park](#)
- [📄 Bent Creek Phase 2 Map](#)
- [📄 June Right of Way Resolution 829184](#)

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:

Colony Woods Subdivision, Section 1	Map Book 65	Page 174
Colony Woods Subdivision, Section 2	Map Book 70	Pages 35-36
North Creek Commercial Park	Map Book 71	Page 181
Bent Creek Subdivision, Phase 2	Map Book 71	Pages 199-200

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

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

Adopted the 8th day of June, 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 8th day of June, 2009.

Notary Public

My Commission Expires: 9/4/2011

SITE DATA

TOTAL AREA16.489 AC.
 NUMBER OF LOTS CREATED41
 AREA IN COMMON AREA0
 AREA IN PARKS, RECREATION AREAS
 CEMETERIES AND THE LIKE.0

C/L CURVE DATA

CURVE "A"	CURVE "B"	CURVE "C"
R = 500.00'	R = 500.00'	R = 200.00'
Δ = 26°22'12"	Δ = 10°17'09"	Δ = 73°15'38"
L = 230.12'	L = 89.76'	L = 295.73'
T = 177.14'	T = 45.00'	T = 148.70'
CH = N 30°45'45" E 228.10'	CH = S 85°11'43" E 89.64'	CH = S 53°03'08" E 238.66'



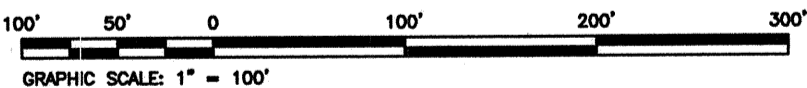
Doc ID: 000546930001 Type: CRP
 Recorded: 06/09/2006 at 10:17:17 AM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Judy J. Tart Register of Deeds
 BK 65 Pg 174

CURVE TABLE

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH. BEARING
C-1	30.00'	30.00'	47.12'	90°00'00"	42.43'	83.10'	S 61°25'21" E
C-2	225.00'	24.04'	47.90'	12°11'56"	25°27'53"	47.81'	S 22°31'19" E
C-3	225.00'	36.47'	72.31'	18°24'50"	25°27'53"	72.00'	S 37°49'42" E
C-4	225.00'	36.47'	72.31'	18°24'50"	25°27'53"	72.00'	S 56°14'31" E
C-5	225.00'	36.47'	72.31'	18°24'50"	25°27'53"	72.00'	S 74°39'21" E
C-6	225.00'	11.44'	22.85'	5°49'09"	25°27'53"	22.84'	S 86°46'21" E
C-7	30.00'	30.00'	47.12'	90°00'00"	42.43'	83.10'	S 85°19'05" W
C-8	30.00'	29.66'	46.78'	89°20'39"	42.18'	82.44'	S 44°59'25" W
C-9	475.00'	39.59'	78.99'	9°31'41"	12°03'44"	78.90'	N 85°34'26" W
C-10	475.00'	3.14'	6.28'	0°45'26"	12°03'44"	6.28'	N 80°25'52" W
C-11	535.00'	3.81'	7.62'	0°48'59"	10°42'34"	7.62'	N 80°27'38" W
C-12	535.00'	41.68'	83.18'	8°54'31"	10°42'34"	83.10'	N 85°19'24" W
C-13	535.00'	40.11'	80.07'	8°34'32"	10°42'34"	80.00'	S 85°56'05" W
C-14	535.00'	37.74'	75.35'	8°04'10"	10°42'34"	75.29'	S 77°36'44" W
C-15	30.00'	35.73'	52.34'	99°57'36"	19°59'09"	45.95'	N 33°33'27" E
C-16	465.00'	51.21'	102.01'	12°34'08"	12°19'18"	101.80'	N 89°49'18" E
C-17	465.00'	15.59'	31.17'	3°50'28"	12°19'18"	31.17'	S 81°58'23" E
C-18	525.00'	12.63'	25.25'	2°45'21"	10°54'49"	25.25'	S 81°25'49" E
C-19	525.00'	34.55'	68.99'	7°31'46"	10°54'49"	68.94'	S 86°34'23" E
C-20	30.00'	30.35'	47.47'	90°39'21"	19°59'10"	42.87'	S 45°00'35" E
C-21	30.00'	30.00'	47.12'	90°00'00"	19°59'07"	42.43'	S 45°19'05" W
C-22	30.00'	22.30'	38.36'	73°15'34"	19°59'08"	35.80'	N 53°03'08" W
C-23	30.00'	40.35'	55.89'	106°44'26"	19°59'10"	48.15'	N 36°56'52" E
C-24	30.00'	30.00'	47.12'	90°00'01"	19°59'10"	42.43'	S 44°40'55" E
C-25	30.00'	30.00'	47.12'	90°00'00"	19°59'10"	42.43'	S 45°19'05" W
C-26	175.00'	10.29'	20.56'	6°43'56"	32°44'26"	20.55'	N 86°18'57" W
C-27	175.00'	114.79'	203.20'	66°31'38"	32°44'26"	191.97'	N 49°41'10" W

GENERAL NOTES

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: 3720466600 J, DATED JAN. 2, 2004.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.
- LANDSCAPE AND DETENTION AREAS TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
- ALL STREET INTERSECTIONS ARE SUBJECT TO A 30' RADI AND A 25' X 25' SIGHT DISTANCE.



FINAL PLAT

SHEET 1 OF 1

COLONY WOODS SUBDIVISION
SECTION 1

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1885, PAGE 688 OF THE PITT COUNTY REGISTRY

GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: **TRIPP FARMS OF PITT CO., LLC**
 ADDRESS: 7706 SIX FORKS ROAD, STE 202 RALEIGH, NC 27615
 PHONE: (919) 848-2041

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

SURVEYED: JP APPROVED: SCB
 DRAWN: SCB DATE: 12/12/05
 CHECKED: MWB/SCB SCALE: 1" = 100'

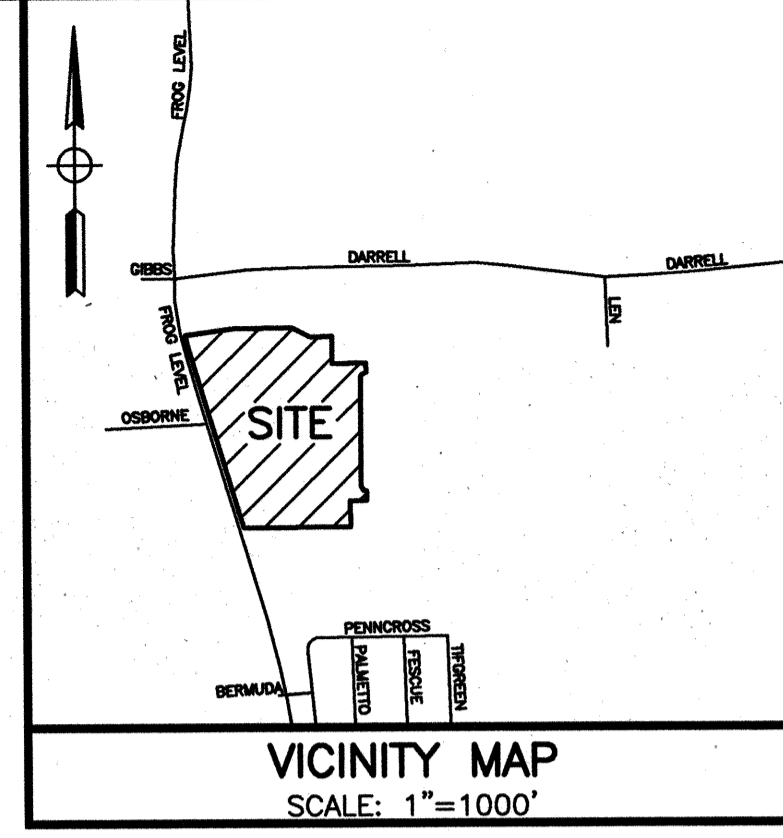
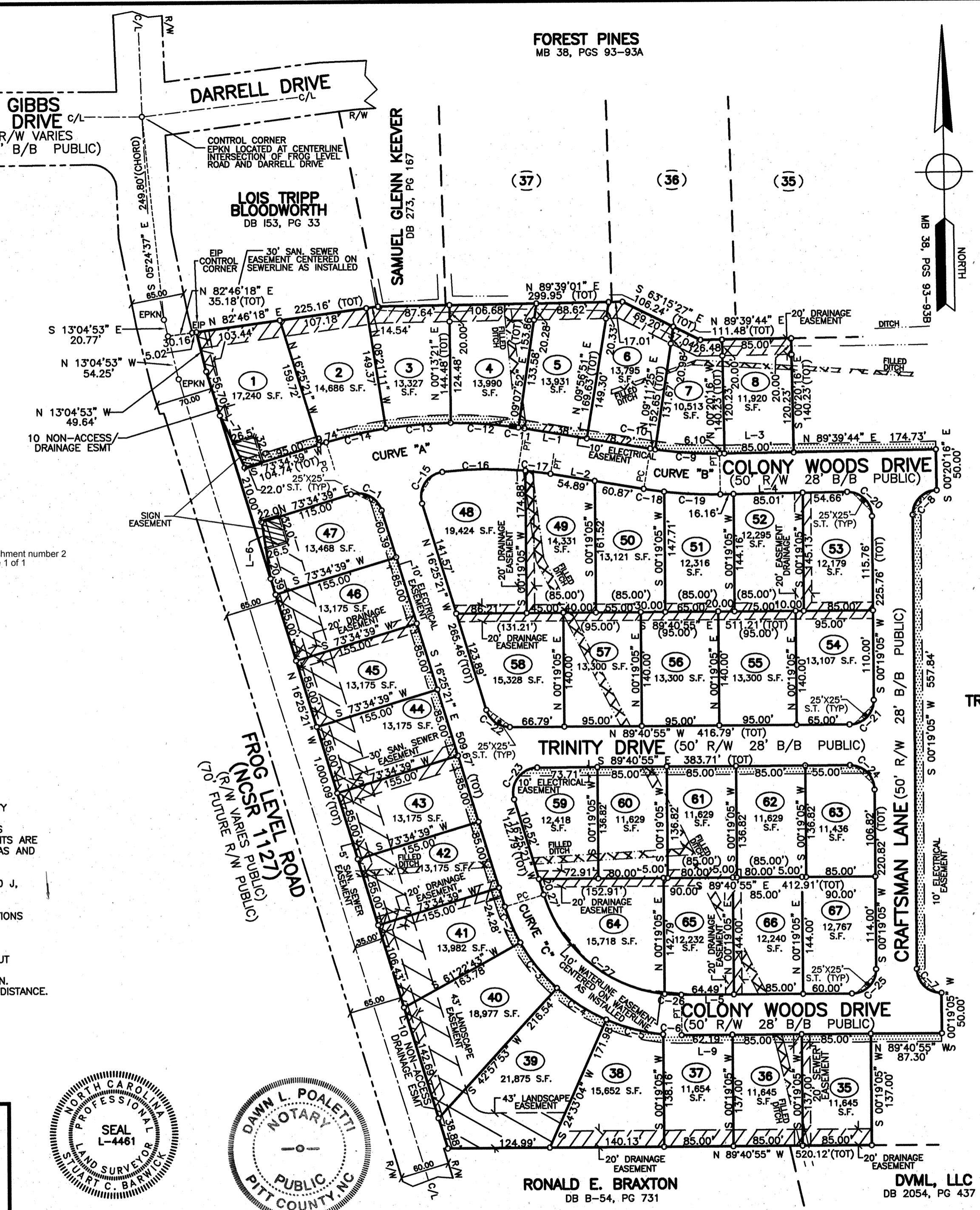
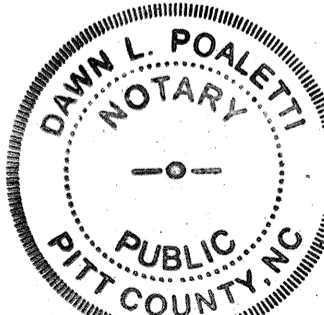
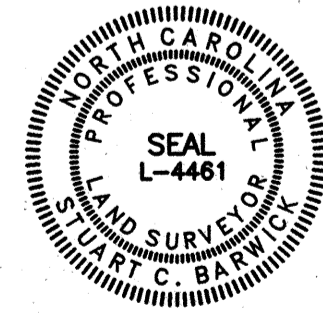
SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 1885 PAGE 688
 DEED BOOK PAGE
 DEED BOOK PAGE
 REGISTRATION NO. L-4461

OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
Sylvia J. Jones
 SWORN AND SUBSCRIBED BEFORE ME THIS 20th DAY OF May, 2006.
Dawn L. Poaletti
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/09

APPROVAL
THIS FINAL PLAT NO. 06-11 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 8th DAY OF MARCH, 2006.
Andrew Thomas, Jr.
 SIGNED CITY PLANNER

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

CERTIFICATION
I, STUART C. BARWICK 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 12th DAY OF DEC. AD 2005.
Stuart C. Barwick
 SIGNED REGISTRATION NO. L-4461
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.
Andrew Thomas, Jr. 6/8/06
 REVIEW OFFICER DATE
 NORTH CAROLINA, PITT COUNTY FILED FOR REGISTRATION THIS THE DAY OF 20, AT O'CLOCK M. JUDY J. TART, REGISTER OF DEEDS
 BY: DEPUTY REGISTER OF DEEDS



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
 C/L = CENTERLINE
 EPKN = EXISTING PARKER KALON NAIL
 ECM = EXISTING CONCRETE MONUMENT
 O = IRON PIPE SET, UNLESS OTHERWISE NOTED
 SIP = SET IRON PIPE
 NPS = NO POINT SET
 S.T. = SIGHT TRIANGLE

CALL TABLE

L-1	N 80°03'09" W	156.10' (TOT)
L-2	S 80°03'09" E	115.76' (TOT)
L-3	S 89°39'44" W	91.10' (TOT)
L-4	N 89°39'44" E	155.83' (TOT)
L-5	N 89°40'55" W	209.49' (TOT)
L-6	N 08°17'33" W	70.71'
L-7	N 24°33'09" W	70.71'
L-8	N 89°40'55" W	27.30'
L-9	S 89°40'55" E	232.19' (TOT)

TRIPP FARMS OF PITT CO., LLC & JOSEPHINE TRIPP HEIRS
DB 1885, PG 688

RONALD E. BRAXTON
DB B-54, PG 731

DVML, LLC
DB 2054, PG 437

SITE DATA

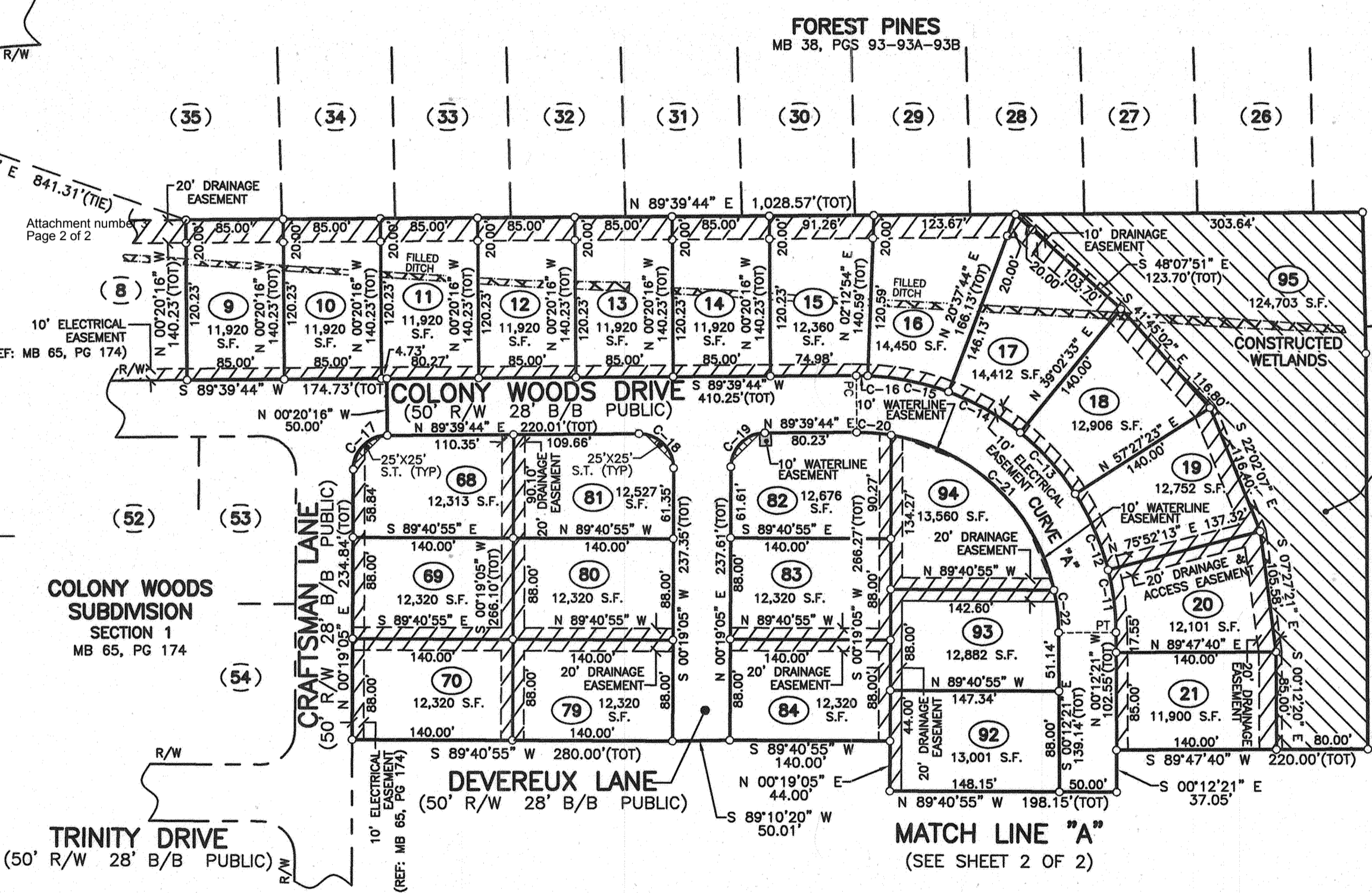
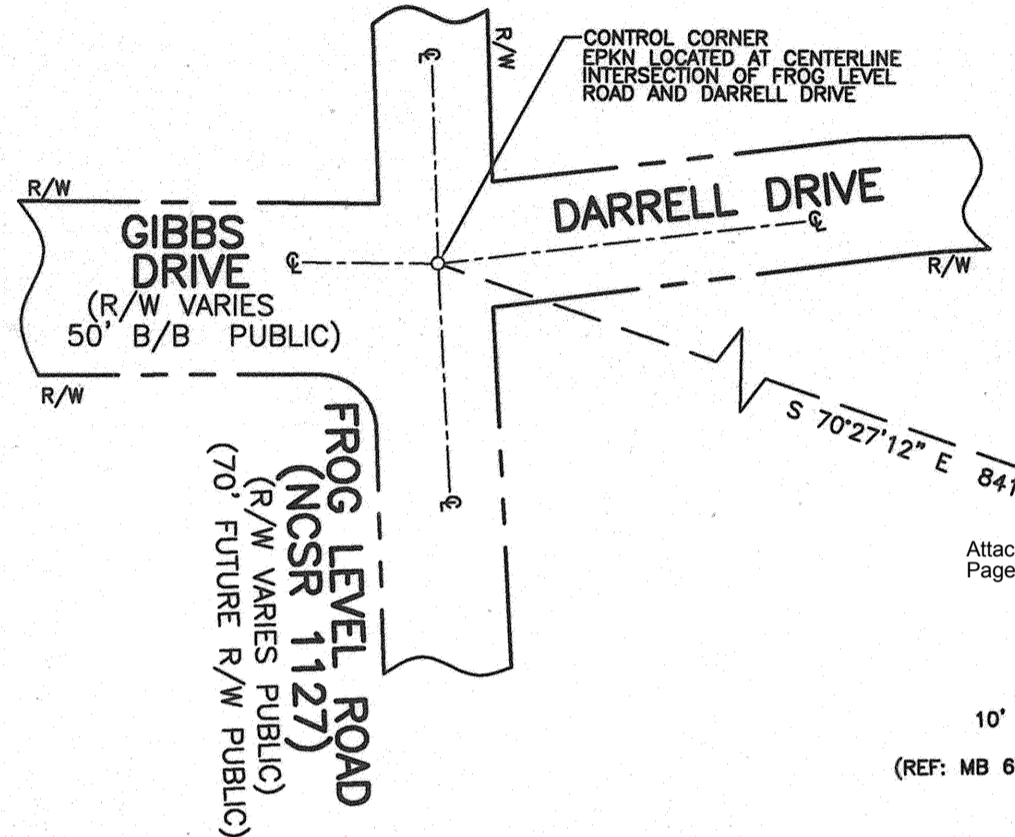
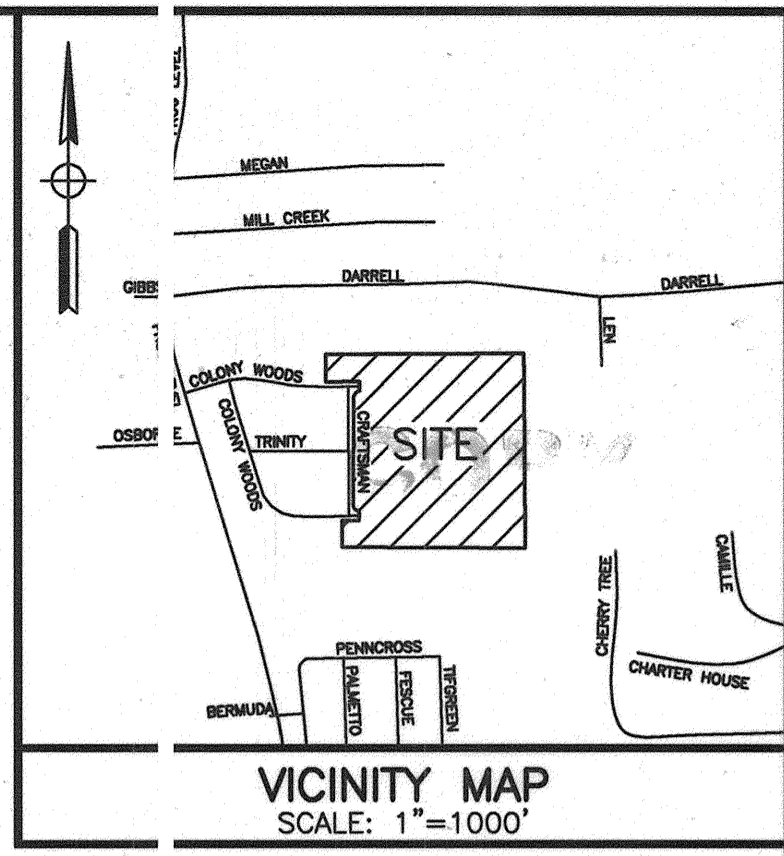
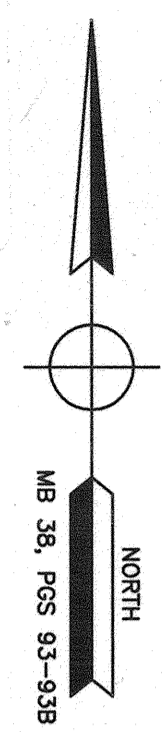
TOTAL AREA 20.956 AC.
 NUMBER OF LOTS CREATED 53
 AREA IN COMMON AREA 0
 AREA IN PARKS, RECREATION AREAS
 CEMETERIES AND THE LIKE 0

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. 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.
3. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.
6. LANDSCAPE AND DETENTION AREAS TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
7. ALL STREET INTERSECTIONS ARE SUBJECT TO A 30' RADII AND A 25' X 25' SIGHT DISTANCE.
8. NO IRON PIPES SET IN DITCH.
9. LOT 95 IS A CONSTRUCTED WETLANDS FOR STORMWATER PURPOSES AND DOES NOT CONSTITUTE A SEPERATE BUILDING SITE.

Doc ID: 004601380002 Type: CRP
 Recorded: 04/02/2008 at 11:33:57 AM
 Fee Amt: \$42.00 Page 1 of 2
 Pitt County, NC
 Judy J. Tart Register of Deeds
 BK 70 Pg 35-36

COPY



LEGEND
 EIP = EXISTING IRON PIPE
 R/W = RIGHT-OF-WAY
 B/B = BACK OF CURB
 TO BACK OF CURB
 R = RADIUS
 CH = CHORD
 PT = POINT OF TANGENCY
 PC = POINT OF CURVATURE
 o = IRON PIPE SET UNLESS OTHERWISE NOTED
 C = CENTERLINE
 EPKN = EXISTING PARKER KALON NAIL
 NPS = NO POINT SET

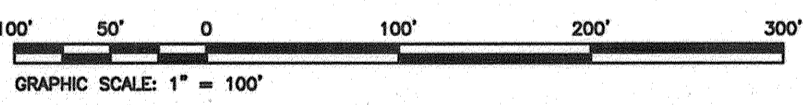
CURVE DATA

CURVE "A"
R = 200.00'
Δ = 90°07'56"
L = 314.92'
T = 200.46'
CH = S 45°16'18" E 283.17'

CURVE TABLE

CURVE	RADIUS	CHORD	CH. BEARING
C-11	225.00'	54.55'	N 07°10'04"W
C-12	225.00'	72.00'	N 23°20'12"W
C-13	225.00'	72.00'	N 41°45'02"W
C-14	225.00'	72.00'	N 60°09'51"W
C-15	225.00'	72.00'	N 78°34'41"W
C-16	225.00'	10.02'	N 89°03'41"W
C-17	30.00'	42.18'	N 44°59'25"E
C-18	30.00'	42.67'	S 45°00'35"E
C-19	30.00'	42.18'	N 44°59'25"E
C-20	175.00'	30.21'	S 85°23'13"E
C-21	175.00'	195.87'	S 48°24'24"E
C-22	175.00'	37.11'	S 06°17'29"E

CHRISTOF HER F. LUTTRILL
 DB 1891, G 290



CLOSURE CHECK LOT

CHECKED: BAW	DATE: 10/16/2007
--------------	------------------

CLOSURE CHECK BOUNDARY

CHECKED: BAW	DATE: 10/16/2007
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FINAL PLAT SHEET 1 OF 2

COLONY WOODS SUBDIVISION
 SECTION 2
 REFERENCE: DEED BOOK 2121, PAGE 507 OF THE PITT COUNTY REGISTRY
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: TRIPP FARMS OF PITT CO., LLC
ADDRESS: 7706 SIX FORKS ROAD, STE 202 RALEIGH, NC 27615
PHONE: (919) 848-2041

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

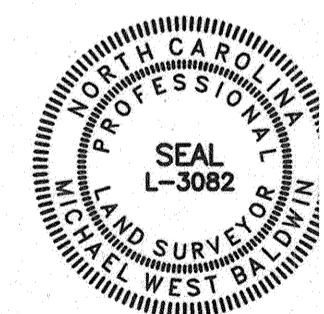
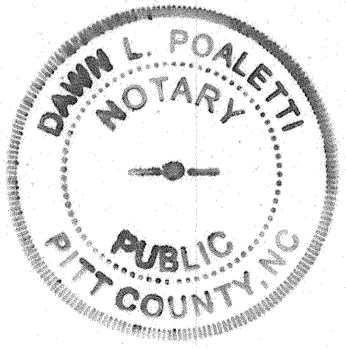
SURVEYED: JP	APPROVED: MWB
DRAWN: BAW	DATE: 02/26/2008
CHECKED: MWB	SCALE: 1" = 100'

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 2121 PAGE 507
 DEED BOOK PAGE
 DEED BOOK PAGE
 NC REGISTRATION NO. L-3082

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
 Sworn and subscribed before me this 26th day of March, 2008.
 Notary Public
 My Commission Expires: 03/28/2009

APPROVAL
 THIS FINAL PLAT NO. 08-26 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 12th DAY OF MARCH, 2008.
 Signed: [Signature]
 CITY PLANNER

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



CERTIFICATION
 I, MICHAEL WEST BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2121, PAGE 507, 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 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 26th DAY OF FEB. 2008.

SIGNED: [Signature] REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE
 REVIEWED BY: [Signature] DATE: 4/16/08
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

NORTH CAROLINA, PITT COUNTY FILED FOR REGISTRATION THIS 20th DAY OF MARCH 2008 AT 10:00 O'CLOCK A.M. JUDY J. TART, REGISTER OF DEEDS
 BY: [Signature] DEPUTY REGISTER OF DEEDS

SITE DATA	
TOTAL AREA	1.8444 AC
NUMBER OF LOTS CREATED	0
PARCEL	A PORTION OF 02262 & 69696
TAX MAP	4699.14
ZONING	1U
AREA IN PARKS, RECREATION AREAS AND THE LIKE	0

COPY

Doc ID: 006873550001 Type: CRP
 Recorded: 03/19/2009 at 11:44:15 AM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Judy J. Tart Register of Deeds
 BK 71 PG 181

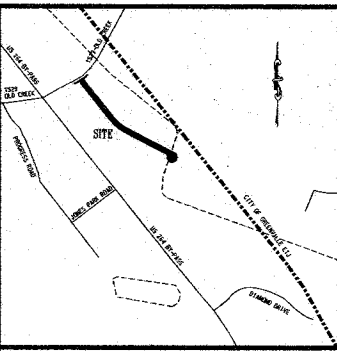
NOTES:

- 1) 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.
- 2) PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD HAZARD ZONE AS SHOWN ON FIG. 370191 4688 J. DATED 1/2/04.
- 3) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERE TO, STORAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

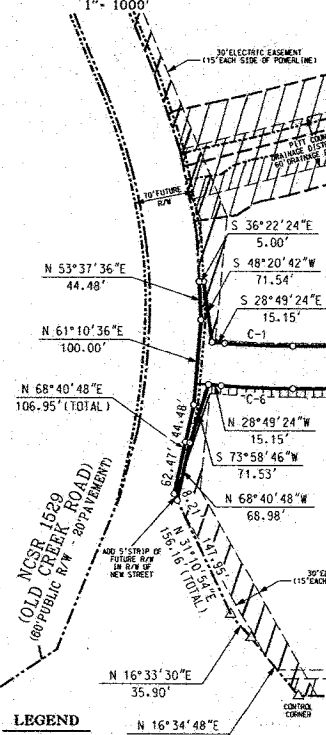
CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C-1	975.00'	80.29'	80.27'	S 31°10'57"E
C-2	475.00'	198.14'	196.71'	S 45°29'30"E
C-3	55.00'	243.74'	81.50'	S 68°20'50"W
C-4	28.00'	36.12'	31.67'	N 20°29'08"W
C-5	525.00'	219.80'	217.41'	N 45°29'50"W
C-6	1,025.00'	84.41'	84.39'	N 31°10'57"W

POHL, LLC, ET AL
 DB 2414 P 578

POHL, LLC, ET AL
 DB 2414 P 578



VICINITY MAP



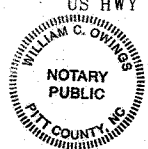
- LEGEND**
- EIP = EXISTING IRON PIPE 88.30'
 - EIS = EXISTING IRON STAKE
 - = NEW IRON STAKE UNLESS OTHERWISE NOTED
 - △ = EXISTING CONCRETE RIGHT-OF-WAY MONUMENT

POHL, LLC, ET AL
 DB 2414 P 578

STATE OF NORTH CAROLINA
 DB 1854 P 728

BKJ CAPITAL, LLC
 DB 801 P 26

I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS.



US HWY 264 BY-PASS (GREENVILLE BLVD NE)
 (200' PUBLIC R/W - PAVEMENT VARIES)

MAP FOR RECORD
NORTH CREEK COMMERCIAL PARK - NORTH CREEK DRIVE
 A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 1854, PAGE 728 AND A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 2414, PAGE 578 OF THE PITT COUNTY REGISTRY GREENVILLE, PACTOLUS TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: POHL, LLC
 c/o MR. HARVEY LEWIS
 ADDRESS: PO BOX 7183
 GREENVILLE, NC 27635
 PHONE: (252) 752-1010

STATE OF NORTH CAROLINA
 1321 MAIL SERVICE CENTER
 RALEIGH, NC 27699
 (919) 733-6887

MALPASS & ASSOCIATES
 1645 EAST BRINGTON BLVD.
 SUITE D
 GREENVILLE, N.C. 27634
 (252) 756-1700

SURVEYED: JGD DATE: 01/14/09
 DRAWN: KCW SCALE: 1" = 100'
 CHECKED: CEP SHEET NUMBER
 APPROVED: CEP 1 OF 1

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 2414 PAGE 578
 DEED BOOK 1854 PAGE 728

W.C. Owings
 NOTARY PUBLIC
 N.C. REGISTRATION NO. L-2980

OWNER'S STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE BY THE REQUEST OF:
 OWNER: *Harvey Lewis*
 OWNER: *John C. Pohl*
 SWORN AND SUBSCRIBED BEFORE ME THIS 13th DAY OF March 2009.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 8/18/2012

APPROVAL
 THIS FINAL PLAT, NO. 09-04 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 28th DAY OF January, 2009.

SIGNED: *Andrew Thomas, Jr.*
 REVIEW OFFICER

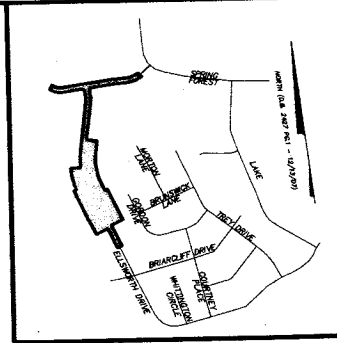
DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGES; THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
 SIGNED: *Harvey Lewis*
 ATTEST: *W.C. Owings*

CARLTON E. PARKER
 I HEREBY CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____ PAGE _____ THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30th DAY OF FEBRUARY A.D., 2009.

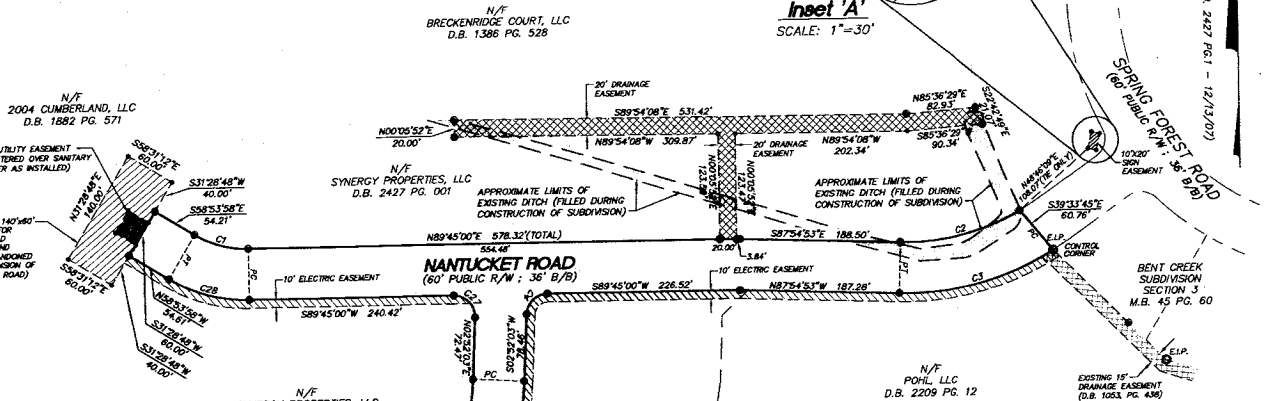
Carlton E. Parker
 CARLTON E. PARKER L-2980

Doc ID: 006918120002 Type: CRP
 Recorded: 04/15/2009 at 12:00:19 PM
 Fee Amt: \$45.00 Page: 1 of 2
 Pitt County, NC
 Judge: Tarr Registrar of Deeds
 BK 71 PG 199-200

COPY



Bent Creek Subd.
 4/17/09



Inset 'A'
 SCALE: 1"=30'

Location Map
 SCALE: 1" = 1000'

Legend

- EXISTING IRON PIPE
- IRON PIPE SET
- NO PIPE SET
- DRILL HOLE SET IN CONCRETE
- SIGHT DISTANCE TRIANGLE
- NOW OR FORMERLY
- LOT NO.
- BLOCK NO.

References

- DEED BOOK 2427, PAGE 001
- DEED BOOK 2427, PAGE 009
- DEED BOOK 2209, PAGE 012
- MAP BOOK 23, PAGE 164
- MAP BOOK 23, PAGE 165
- PORTION OF PARCEL NO. 76223 & 06544

Site Summary:

- NUMBER OF LOTS CREATED - 46 LOTS
- ACREAGE IN TOTAL TRACT - 452,534 S.F. / 10.39 AC.
- ACREAGE IN COMMON AREA(S) - NONE
- ACREAGE IN PARK AND RECREATION AREAS - NONE

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 FLOODPLAIN) AS MAPPED BY F.E.M.A. COMMUNITY PANEL NUMBER 4667J AND 4677 J DATED JANUARY 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. NANTUCKET ROAD, ELLSWORTH DRIVE AND LOTS 32-49 WERE INCLUDED ON PRELIMINARY PLAT #04-19 AND ARE NOT SUBJECT TO THE CITY OF GREENVILLE STORMWATER MANAGEMENT PROGRAM. THE TEMPORARY STORMWATER MANAGEMENT EASEMENTS IDENTIFIED IN INSET 'B' ARE TO BE MAINTAINED AS MANAGED PERVIOUS AREAS TO MEET THE REQUIREMENTS OF THE CITY OF GREENVILLE'S STORMWATER MANAGEMENT REGULATIONS FOR LOTS 20-31 AND 50-57 SHOWN ON THIS FINAL PLAT AND REFERENCED IN THE APPROVED DEVELOPMENT OF ANY PORTION OF THE INDICATED STORMWATER MANAGEMENT EASEMENT AREA. A REVISED STORMWATER MANAGEMENT PLAN AND SHALL INCLUDE THE STORMWATER REQUIREMENTS FOR THE ABOVE MENTIONED LOTS.
8. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, WASTES, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENOUGH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
9. 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.
10. 2004 CUMBERLAND, LLC SIGNED THE OWNERS STATEMENT AND DEDICATION ON SHEET 1 OF 2 OF THIS PLAT SOLELY TO DEDICATE A 30' UTILITY EASEMENT AND THE EASEMENT FOR A TEMPORARY HAMMERHEAD TURNAROUND AT THE CURRENT TERMINUS OF NANTUCKET ROAD. THE EASEMENT FOR THE TEMPORARY HAMMERHEAD TURNAROUND SHALL BE ABANDONED UPON THE EXTENSION OF NANTUCKET ROAD.

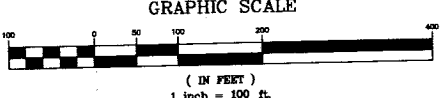
CURVE	RADIUS	ARC LENGTH	CH. BEARING	CH. LENGTH	DELTA
C1	120.00	65.66	S 74.34 29° E	64.84	31.21 02'
C2	270.00	149.03	N 76.16 22° W	147.15	31.92 33'
C3	230.00	122.73	S 25.21 17° W	120.00	33.92 42'
C4	26.00	31.91	S 46.16 52° W	34.38	06.52 57'
C5	410.00	87.06	S 04.57 02° W	86.89	12.04 57'
C6	770.00	17.81	S 14.92 13° W	45.21	11.91 31'
C7	770.00	43.22	S 12.91 51° W	45.21	32.1 52'
C8	770.00	43.22	S 06.39 41° W	45.21	32.1 52'
C9	770.00	44.06	S 05.20 23° W	44.05	31.6 43'
C10	770.00	44.06	S 02.03 41° W	44.05	31.6 43'
C11	770.00	43.88	S 01.12 51° E	43.87	31.6 21'
C12	770.00	43.88	S 04.29 12° E	43.87	31.6 21'
C13	770.00	44.01	S 07.45 38° E	44.01	31.6 30'
C14	770.00	44.01	S 11.02 58° E	44.01	31.6 30'
C15	770.00	44.25	S 14.19 10° E	44.24	31.7 33'
C16	770.00	28.73	S 17.02 04° E	28.73	27.8 75'
C17	830.00	16.44	S 12.52 10° E	16.44	15.8 04'
C18	830.00	41.35	S 15.32 29° E	41.35	25.1 16'
C19	830.00	38.65	S 12.46 48° E	38.65	24.0 05'
C20	830.00	38.65	S 10.06 30° E	38.64	24.0 45'
C21	830.00	38.61	S 07.26 10° E	38.61	24.0 45'
C22	830.00	38.61	S 04.45 35° E	38.61	24.0 45'
C23	830.00	38.28	S 02.05 56° E	38.28	23.8 34'
C24	830.00	38.28	S 00.52 38° E	38.28	23.8 34'
C25	830.00	190.76	N 06.26 58° E	190.34	131.0 25'
C26	350.00	74.32	N 08.57 02° E	74.18	12.6 55'
C27	25.00	40.63	N 4.84 12° W	36.30	03.97 03'
C28	180.00	38.49	N 74.54 22° W	37.27	31.21 02'

OWNERS STATEMENT & DEDICATION

Charles E. Lenz
 SYNERGY PROPERTIES, LLC

Henry J. Lenz
 POHL, LLC

Don A. Wilson
 2004 CUMBERLAND, LLC
 (SEE NOTE 10)



FINAL PLAT
BENT CREEK SUBDIVISION
Phase 2
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: SYNERGY PROPERTIES, LLC
ADDRESS: 2131 JUBILEE LANE, WINTERTVILLE, NC 28590
PHONE: (252) 355-7484

Rivers & Associates, Inc.
 107 East Second Street, Greenville, NC 27834 (252) 792-1156
 1531 Field of Beans Road, Suite 300, Raleigh, NC 27609 (919) 846-2007

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 2427, PAGE 001
 DEED BOOK 2427, PAGE 009
 DEED BOOK 2209, PAGE 12
 NORTH CAROLINA REG. NO. L-2423

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th DAY OF April, 2009.
Kelly Louise Phillips
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6/29/2010

APPROVAL
 THIS FINAL PLAT NO. 09-13, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 8, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 17th DAY OF MARCH, 2009.
 SIGNED: *Andrew Thomas, Jr.*
 CITY ENGINEER

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: SEE ABOVE
 ATTEST: *Kelly Louise Phillips*

CERTIFICATION
 NORTH CAROLINA PITT COUNTY

I, JAMES F. WHITE, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY JW FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE, PAGE 162; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000 + 1; 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 (P11): THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORIGINAL THAT REGULATES PARCELS OF LAND; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 17th DAY OF FEBRUARY, 2009.

SIGNED: *James F. White*
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-2423

NORTH CAROLINA PITT COUNTY
 I, Andrew Thomas, Jr.,
 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: *Andrew Thomas, Jr.*
 REVIEW OFFICER
 DATE: 4/15/09

Notes:

- IRON STAKES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE.
- ALL DISTANCES ARE HORIZONTAL GROUND MEASURED UNLESS SHOWN OTHERWISE.
- AREA BY COORDINATES.
- THIS PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS MAPPED BY F.E.M.A. COMMUNITY PANEL NUMBER 4667J AND 4677 J DATED JANUARY 2, 2004.
- 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.
- PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- NANTUCKET ROAD, ELLSWORTH DRIVE AND LOTS 32-49 WERE INCLUDED ON PRELIMINARY PLAT #04-19 AND ARE NOT SUBJECT TO THE CITY OF GREENVILLE STORMWATER MANAGEMENT PROGRAM. THE TEMPORARY STORMWATER EASEMENTS IDENTIFIED IN INSET 'A' TO BE MAINTAINED AS MANAGED PERVIOUS AREAS TO MEET THE REQUIREMENTS OF THE CITY OF GREENVILLE STORMWATER MANAGEMENT REGULATIONS FOR LOTS 29-31 AND 50-57 SHOWN ON THIS FINAL PLAT AND REFERENCED IN THE APPROVED STORMWATER MANAGEMENT PLAN ON FILE WITH THE CITY OF GREENVILLE ENGINEERING DIVISION AS PREPARED BY RIVERS AND ASSOCIATES, INC. DATED 11/26/08. ANY FUTURE DEVELOPMENT OF ANY PORTION OF THE INDICATED STORMWATER MANAGEMENT EASEMENT AREAS REQUIRES A REVISED STORMWATER MANAGEMENT PLAN AND SHALL INCLUDE THE STORMWATER REQUIREMENTS FOR THE ABOVE MENTIONED LOTS.
- 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, DECKS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DUMPING, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPROVED SURFACES, SHALL ENOUGH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR 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.

References

DEED BOOK 2427, PAGE 001
 DEED BOOK 2427, PAGE 009
 DEED BOOK 2209, PAGE 012
 MAP BOOK 23, PAGE 164
 MAP BOOK 23, PAGE 165
 PORTION OF PARCEL NO. 76223 & 06544

Site Summary:

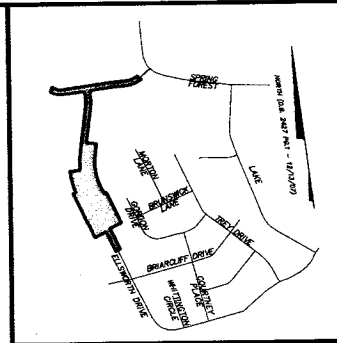
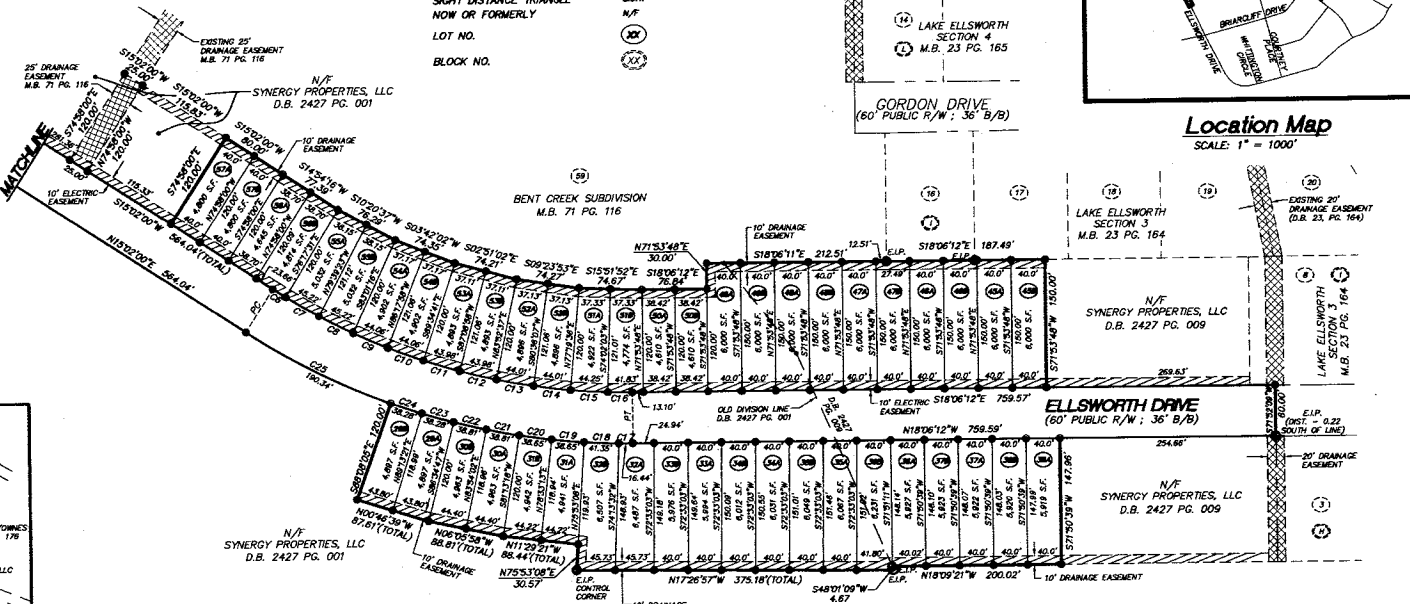
NUMBER OF LOTS CREATED - 46 LOTS
 ACREAGE IN TOTAL TRACT - 452,534 S.F. / 10.39 AC.
 ACREAGE IN COMMON AREA(S) - NONE
 ACREAGE IN PARK AND RECREATION AREAS - NONE

Legend

EXISTING IRON PIPE
 IRON PIPE SET
 NO PIPE SET
 DRILL HOLE SET IN CONCRETE
 SIGHT DISTANCE TRIANGLE
 NOW OR FORMERLY
 LOT NO.
 BLOCK NO.

COPY

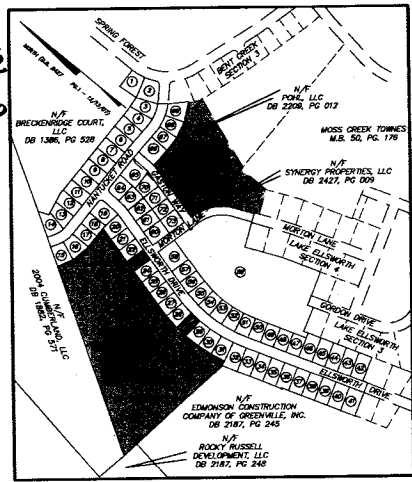
Doc ID: 006918120002 Type: CRP
 Recorded: 04/15/2009 at 12:00:15 PM
 Fee Amt: \$45.00 Page 1 of 2
 Pitt County, NC
 2009 J. Part Register of Deeds
 Bk 71 Pg 199-200



Location Map
 SCALE: 1" = 1000'

4677.09

0913



Inset 'B' (SEE NOTE 7)
 N.T.S.

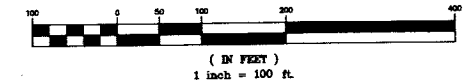
CURVE	RADIUS	ARC LENGTH	CH. BEARING	CH. LENGTH	DELTA
C1	120.00	65.66	S 74.34°29' E	64.84	31.21°02'
C2	270.00	149.03	N 26°16'22" E	147.75	31°17'43"
C3	330.00	182.73	S 72°21'17" W	180.00	33°27'42"
C4	25.00	37.81	S 60°18'02" W	34.38	86.52°57"
C5	410.00	87.06	S 08°57'02" W	86.89	123°29'57"
C6	770.00	17.81	S 14°22'16" W	17.81	171.37'
C7	770.00	45.22	S 12°01'53" W	45.21	32°19'52"
C8	770.00	45.22	S 08°30'41" W	45.21	32°19'52"
C9	770.00	44.06	S 05°20'23" W	44.05	37°45'43"
C10	770.00	44.06	S 02°03'41" W	44.05	37°45'43"
C11	770.00	43.98	S 01°12'31" E	43.97	37°45'21"
C12	770.00	43.98	S 04°28'12" E	43.97	37°45'21"
C13	770.00	44.01	S 07°45'38" E	44.01	37°45'20"
C14	770.00	44.01	S 11°02'04" E	44.01	37°45'20"
C15	770.00	44.25	S 14°18'10" E	44.24	37°45'23"
C16	770.00	28.73	S 17°02'04" E	28.73	23°18'15"
C17	830.00	16.44	S 12°33'10" E	16.44	13°20'04"
C18	830.00	41.35	S 12°33'10" E	41.35	2°31'18"
C19	830.00	38.85	S 12°46'49" E	38.85	2°40'05"
C20	830.00	38.85	S 10°26'44" E	38.84	2°40'04"
C21	830.00	38.81	S 07°26'29" E	38.81	2°40'45"
C22	830.00	38.81	S 04°45'55" E	38.81	2°40'45"
C23	830.00	38.29	S 02°05'36" E	38.29	2°38'34"
C24	830.00	38.28	S 00°33'35" E	38.28	2°38'34"
C25	830.00	190.76	N 08°28'34" E	190.34	137°02'05"
C26	350.00	74.32	N 08°27'02" E	74.18	128°29'57"
C27	25.00	40.83	N 43°21'28" W	38.30	93°07'07"
C28	180.00	86.49	N 74°34'28" W	97.27	31°21'02"

OWNERS STATEMENT & DEDICATION

Charles E. Lane
 SYNERGY PROPERTIES, LLC

James E. White
 POIL LLC
 (SEE NOTE 7)

GRAPHIC SCALE



FINAL PLAT
BENT CREEK SUBDIVISION
Phase 2
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER SYNERGY PROPERTIES, LLC
ADDRESS 2131 JUBILEE LANE, WINTERVILLE, NC 28590
PHONE (252) 355-7484

Rivers
 107 East Lincoln Street, Suite 104
 Greenville, NC 27834 (252) 732-4139

Engineers
 J.E.W. DATE 02-12-09
Surveyors
 DRAWN DATE 02-12-09
 E.W. CHECKED SCALE 1" = 100'
 S.C.F.

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 2427, PAGE 001
 DEED BOOK 2427, PAGE 009
 DEED BOOK 2209, PAGE 12

James E. White
 NORTH CAROLINA REG. NO. L-2423

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th DAY OF April, 2009.
Kelly Louise Phillips
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6/29/2010

APPROVAL
 THIS FINAL PLAT NO. 09-13 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 11th DAY OF MARCH, 2009.

Andrew Shroyer
 CITY ENGINEER

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 *Kelly Louise Phillips*
 ATTEST

CERTIFICATION
 NORTH CAROLINA PITT COUNTY

I, *James E. White* CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY JW FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE PAGE REF. 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); THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; I WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 17th DAY OF FEBRUARY, 2009.

SIGNED *James E. White*
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-2423

NORTH CAROLINA PITT COUNTY

I, *Andrew Shroyer* 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 *Andrew Shroyer*
 REVIEW OFFICER
 DATE 4/15/09



City of Greenville, North Carolina

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

Title of Item: Agreement with the North Carolina Department of Transportation for storm drainage improvements along Dickinson Avenue

Explanation: Attached is a Locally Administered Project – State Small Construction Agreement with the North Carolina Department of Transportation (NCDOT) for storm drainage improvements along Dickinson Avenue (S.R. 1598). The City's project will involve replacing and upgrading the storm drainage system in the Dickinson Avenue/Chestnut Street area. NCDOT has programmed \$400,000 to participate in the construction costs for the storm drainage improvements along Dickinson Avenue. To utilize these funds, the City must adopt the attached Small Construction Agreement. Staff has reviewed the agreement and concurs with the terms.

Fiscal Note: Total project cost is estimated to be \$1,284,000. NCDOT will provide \$400,000 and the remainder will come from the general obligation bond funds authorized in November 2004.

Recommendation: Approve the Locally Administered Project – State Small Construction Agreement with the North Carolina Department of Transportation for storm drainage improvements along Dickinson Avenue (S.R. 1598).

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

Attachments / click to download

 [Dickinson Avenue Contract](#)

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
SMALL CONSTRUCTION AGREEMENT**

PITT COUNTY

DATE: 3/23/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: _____

AND

WBS Elements: 42315

CITY OF GREENVILLE

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 City of Greenville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under WBS Element 42315 in Pitt County in accordance with the plans and specifications approved by the Department; 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 136-66.3, Section 136-18 (24), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, 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, 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 PROJECT

1. The Project consists of replacing and upgrading existing stormwater system along Dickenson Avenue near the intersection of Chestnut Street. This project will include curb and gutter replacement and resurfacing. (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
 - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the Municipality requests it.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the Municipality. If the Municipality elects to procure a private consulting firm to conduct Project administration, the Municipality shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The Municipality, and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.
 - E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.

F. Small Professional and Engineering Services 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 NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- ③ 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.
- ③ If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

- 3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
- 4. The Municipality shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

- 5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the Municipality beginning construction of the Project. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The Municipality 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 Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
 - A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.
 - B. The Municipality shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
 - C. The construction engineering and supervision will be furnished by the Municipality. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.

- D. The Department's Division Engineer, shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the Municipality shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.
- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement within 1.5 year(s) of execution of this Agreement. If the Municipality has not completed its responsibilities to the satisfaction of the Department, including satisfactory

progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

9. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs up to a maximum amount of \$ 400,000 (estimated costs are \$1,284,000). Costs which exceed this amount shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.
 - A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
 - B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding

process. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/a087/a087.html). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

- C. 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, 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.
- D. The Municipality shall maintain all books, documents, papers, accounting 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 at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
- E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. The Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

10. All traffic operating controls and devices shall be established, enforced, and installed 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 maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

12. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
13. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. 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 a governmental department or agency.
14. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
15. 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 in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
16. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the

Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.

17. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
18. 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. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
19. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.
20. 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.
21. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.

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 expenditure 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 City of Greenville by authority duly given.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____



City of Greenville, North Carolina

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

Title of Item: 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

Explanation: Attached for the City Council's consideration is a Review and Inspection Agreement with the North Carolina Department of Transportation (NCDOT) for the upgrade and replacement of traffic signal equipment at the intersection of NC 11 (Memorial Drive) and S.R. 1134 (Thomas Langston Road). The scope of work will include the installation of new mast arm metal poles and associated traffic signal equipment. This project is a component of the overall Thomas Langston Road Extension Project.

NC 11 (Memorial Drive), and S.R. 1134 (Thomas Langston Road), and the traffic signal equipment at this intersection, are part of the State's road network system. Per the attached agreement, NCDOT is permitting the City to perform the traffic signal improvements. The City will be responsible for administering the project contract and all associated costs. Upon completion of the project, NCDOT will still maintain ownership and control of the signalized intersection. In accordance with the attached, the City is also responsible for reimbursing NCDOT for its administrative and inspection costs as associated with this particular project. NCDOT has estimated their costs to be \$15,000.

Fiscal Note: Funds for this agreement have been included in the Thomas Langston Road Extension Project.

Recommendation: Approve the attached Review and Inspection Agreement with the North Carolina Department of Transportation for the upgrade and replacement of traffic signal equipment at the intersection of NC 11 (Memorial Drive) and S.R. 1134 (Thomas Langston Road).

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

Attachments / click to download

 [Memorial Drive Thomas Langston Road Signal Contract](#)

NORTH CAROLINA
PITT COUNTY

TRAFFIC – REVIEW AND INSPECTION AGREEMENT

DATE: 5/13/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 36249.2846

CITY OF GREENVILLE

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

WITNESSETH:

WHEREAS, the Department and the Municipality propose to make certain traffic control improvements under said project in Pitt County; and,

WHEREAS, the Municipality has agreed to participate in the cost of 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 PROJECT

1. The Project consists of the revision of the existing traffic signal including the installation of metal poles with mast arms on NC 11 (Memorial Drive) at the intersection with SR 1134 (Thomas Langston Road) (SIN# 02-0677) in Greenville. The City is constructing a new section of Thomas Langston Road on the east side of Memorial Drive which will be included in the existing intersection.

DESIGN AND EQUIPMENT PROCUREMENT

2. Project plans and traffic signal designs shall be prepared by the Municipality, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/TSPd files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto central computer). All

work shall be performed in accordance with Departmental standards and specifications. Said plans and design shall be submitted to the Department for review and approval prior to any work being performed by the Municipality. All work shall be done at no expense to the Department.

3. The Municipality, at no expense to the Department, shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

UTILITIES AND RIGHT OF WAY

4. The Municipality, shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.
5. It is understood by the parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality, shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The Municipality, shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

CONSTRUCTION

6. The Municipality, at no expense to the Department, shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", July 2006, "Roadway Standard Drawings", July 2006 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:
 - A. No work shall be performed by the Municipality prior to approval of the traffic signal design by the Department.
 - B. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.

- C. All preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the Municipality.
 - D. The Department's Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.
 - E. Upon completion of the project, and prior to final acceptance by the Department, the Municipality, will furnish to the Department's Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
 - F. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.
 - G. Failure on the part of the Municipality, to comply with any of these provisions will be grounds for the Department to terminate the project.
 - H. The Municipality, agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work within 180 Days of notice to proceed.
7. During installation of the signal equipment, the Department shall inspect the work being performed by the Municipality to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
8. The Municipality shall install thermoplastic pavement markings where pavement markings are required on the project.

FUNDING

9. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all work performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$15,000 to the Department's Division Engineer upon execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$15,000, the Department shall reimburse the Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

MAINTENANCE

10. Upon completion of the project, the Department shall own and control the traffic signal and maintenance will be accomplished in the same manner as maintenance of other state system signalized intersections.
11. In the event of damage to the metal poles, the Department shall install "in-kind" metal poles if funding is available from the damage claim or the Developer. However, if said funding is not available, the Department reserves the right to install wooden poles in lieu of metal poles (if applicable).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department and the Municipality 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.

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

(SEAL) Federal Tax Identification Number

Remittance Address:
City of Greenville

DEPARTMENT OF TRANSPORTATION
BY: _____
(STATE HIGHWAY ADMINISTRATOR)
DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____



City of Greenville, North Carolina

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

Title of Item: Contract award for the Thomas Langston Road Extension Project-Phase I

Explanation: Bids were received on May 21, 2009 for the Thomas Langston Road Extension Project-Phase I. Attached is the bid tabulation. The lowest responsive base bid was submitted by ER Lewis Construction Co. Inc. in the amount of \$1,908,127.50 and \$62,781.79 for the Bid Alternate #1.

The overall project is to extend Thomas Langston Road from South Memorial Drive (NC 11) to Evans Street. The project will provide for the construction of a multi-lane, median-divided road that is 1.1 miles in total length. The roadway project will include a planted median, curb and gutter, sidewalk, and landscaped areas. The new roadway will include improvements to two intersections, an at-grade crossing of the CSX Railroad, and improvement of a segment of existing 2-lane roadway (Regency Boulevard).

Phase I of the project will consist of constructing approximately 3,800 L.F. of median-divided four-lane road from Memorial Road (NC 11) to a point located just west of the CSX Railroad and associated intersection improvements with Memorial Drive. Phase II will extend the road across the railroad to Evans Street. Bid Alternate #1 will involve the construction of an exclusive right turn lane for traffic traveling southbound on Memorial Drive.

Staff's recommendation is to proceed with the base bid and proposed alternate. However, the construction of Bid Alternate #1 is contingent on the receipt of approval from and funding by NCDOT.

Fiscal Note: Funding for this project will be provided through the City's 2004 authorized General Obligation Bonds. The proposed budget for this project is as follows:

Expenditures

Project	\$1,970,909.29
Contingency (5%)	\$ 98,545.46

Total Project Cost	\$2,069,454.75
<u>Revenue</u>	
2004 G.O. Bonds	\$2,003,533.87
NCDOT	\$ 65,920.88
Total Project Cost	\$2,069,454.75

Recommendation: Award a construction contract for the Thomas Langston Road Extension Project - Phase I with the alternate to ER Lewis Construction Co. Inc. in the amount of \$1,970,909.29.

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

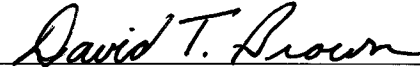
Attachments / click to download

 [Thomas Langston Rd Ext Project Bid Tab](#)

**THOMAS LANGSTON ROAD EXTENSION PROJECT – PHASE I
1500 BEATTY STREET, GREENVILLE, NC 27834**

BID OPENING – THURSDAY, MAY 21, 2009 AT 2:00 PM

CONTRACTOR	Received Addendums	5% BID BOND	M / WBE	NCA FORM	TOTAL BASE BID	ALT. BID #1	COMB. BID TOTAL
ER Lewis Construction Co. Inc.	X	X	X	X	\$1,908,127.50	\$ 62,781.79	\$1,970,909.29
Roberson Contracting, Inc.	X	X	X	X	\$2,101,250.37	\$ 52,365.40	\$2,153,615.77
L M McLamb & Son Construction Co., Inc.	X	X	X	X	\$2,192,995.00	\$103,180.25	\$2,296,175.25
Barnhill Contracting Company	X	X	X	X	\$2,227,674.15	\$ 43,580.60	\$2,271,254.75
Lanier Construction Co., Inc.	X	X	X	X	\$2,519,712.35	\$ 89,990.30	\$2,609,702.65
Rose Brothers Paving Co.	X	X	X	X	\$2,994,877.50	\$107,057.00	\$3,101,934.50


 David T. Brown, PE, City Engineer
 5-21-09
 Date



City of Greenville, North Carolina

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

Title of Item: Contract award for the South Tar River Greenway Project-Phase 2

Explanation: Bids were received on May 20, 2009 for the South Tar River Greenway Project-Phase 2. Attached is the bid tabulation. The lowest responsive bid was submitted by Greenville Paving & Contracting, Inc. of Greenville, NC, in the amount of \$789,162.68.

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

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

Fiscal Note: In accordance with the municipal agreement with NCDOT for this project, the City shall be reimbursed one hundred percent (100%) of the costs up to the maximum amount of \$1,488,000.00. The proposed budget for this project is as follows:

Expenditures

Project	\$789,162.68
Contingency (5%)	\$ 39,485.13

Total Project Cost	\$828,620.81
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Revenue

Federal Grant	\$828,620.81
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Recommendation: Award a construction contract for the South Tar River Greenway Project - Phase 2 to Greenville Paving & Contracting, Inc. in the amount of \$789,162.68 and approve the attached resolution requesting a Concurrence in Award from NCDOT.

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

Attachments / click to download

 [South Tar River Greenway Phase 2](#)

 [Resolution](#)

RESOLUTION NO. 09-____

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of Project No. E-4702 in Pitt County is hereby awarded to Greenville Paving & Contracting, Inc. and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Greenville Paving & Contracting, Inc. for the construction of Phase 2 of said project in the amount of \$789,162.68 provided that a Concurrence in Award for the project is received from the North Carolina Department of Transportation.

ADOPTED this 8th day of June, 2009.

PATRICIA C. DUNN, MAYOR

ATTEST: _____
WANDA T. ELKS, CITY CLERK



City of Greenville, North Carolina

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

Title of Item: Contract award for City Hall server room cooling system design services

Explanation: City Hall was constructed such that the City's computer server room would be cooled by the heating, ventilation, and air-conditioning system (HVAC) that supplies the entire "old" section of City Hall. The layout of the server room in combination with the installation of additional computer and server equipment has resulted in this system being insufficient to meet the cooling needs of the room. The layout and additional equipment have caused the server room's back-up cartridge-type cooling systems to run constantly in an attempt to keep the equipment cooled and operational. Thus, if there was a failure of the primary cooling system, the back-ups would not be able to keep the server room cool enough to ensure the equipment will remain in operation.

Additionally, Public Works has to operate the HVAC system for the "old" part of the building based on the needs of the server room, not the needs of the employees who work in that part of the building. Thus, on many occasions, the employee-occupied spaces are too cold.

Public Works in conjunction with a consultant, The East Group, conducted a study to determine the appropriate means of rectifying the problem. The study determined that installing a separate cooling system on the roof or in a new mechanical room addition to City Hall would provide the necessary cooling power. Based on costs and the reliability of specialized computer server room cooling units, the decision was made to proceed with roof-top units.

This contract will design the dedicated cooling system necessary to meet the needs of the computer server room.

Fiscal Note: The cost of design as well as the cost of construction will be funded out of the remaining bond dollars (\$364,967) that were approved for the construction of City Hall.

Recommendation: Award a contract to The East Group in the sum of \$35,760 for the design of the

cooling system for City Hall's computer server room.

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

Attachments / click to download

 [Server Room Design Information](#)



April 27, 2009
Mr. Wes Anderson
Director of Public Works
City of Greenville
1500 Beatty Street
Greenville, NC 27834

Corporate Office
324 Evans St
Greenville
NC 27858
www.eastgroup.com
Tel 252.758.3746
Fax 252.830.3964

**Re: Proposal for Server Room HVAC Design Services
TEG Project No. 20090027**

Dear Wes:

This is a proposal to provide engineering and architectural design services for installing new cooling systems for the existing computer server room in the second floor of the City Administration Building. This proposal describes the scope of work, deliverables and fee for this project.

Project Description:

The existing server room on the second floor of the Greenville City Administration building on Fifth Street is currently cooled by the same air conditioning system which serves the rest of the building. The intent of this project is to install a new separate air conditioning system for the server room, independent of the main building cooling system. Cooling capacity will also be increased. The new system will consist of two new rooftop cooling units mounted at the northeast corner of the roof. One unit will normally run while the second unit will be on standby for redundancy. These two units will be connected to new ducts which will convey air from the roof to the second floor server room. These new ducts will pass through the third floor space and a new duct chase will be required in the third floor space. New ducts will be installed above the second floor ceiling to convey supply and return air to the server room. The server room ceiling cavity will continue to be used as a return air plenum. New supply and return grilles will be installed in new locations in the server room to improve air distribution to the server equipment. Humidifiers will be installed to maintain minimum humidity levels during dry winter months. A screen wall will be installed at the northeast corner of the roof to screen the new rooftop units. The new rooftop cooling units and the humidifiers will have their own on-board electronic controllers. The existing building management system will have supervisory control over these on-board controllers.

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NC 27858
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Tel 252.758.3746
Fax 252.830.3954

Assumptions and Clarifications:

1. All services to be provided will be performed in accordance with generally accepted design industry standard of care. There are no warranties implied in this proposal.

2. This proposal includes the following services. If services not listed below are determined to be required then additional fee and time will be required to perform those services.

a. Architectural design consisting of the following:

- Select a final location and design a duct chase through the third floor space.
- Design access doors in the duct chase for access to fire dampers at the floor.
- Design construction details for duct chase, roof penetrations, and floor penetrations.
- Generate an architectural drawing for the duct chase.
- Design new screen walls at the northeast corner of the roof to hide the new rooftop equipment.
- Generate an architectural drawing for the screen wall.

b. Structural design consisting of the following:

- Design new framing to be added at the northeast corner of the roof to support the new rooftop cooling units.
- Design new framing and bracing at the northeast corner of the roof to support the new screen walls.
- Design new framing around the new roof penetrations and floor penetrations.
- Generate a structural drawing for the new framing to support the new rooftop units and for the framing around new roof/floor penetrations.
- Generate a structural drawing for the new framing and bracing for the new screen walls on the roof.

c. Fire protection:

---It is assumed that fire protection will not be affected and that no design will be required. If fire protection design is required during the project, that design would need to be done by the fire protection vendor rather than The East Group.

d. Plumbing design consisting of the following:

- Devise a tie-in into the existing cold potable water piping.
- Design new potable water piping to serve the new humidifiers.
- Devise a tie-in to the existing sanitary drain and vent piping system.

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- Design new drain piping to serve the new humidifiers.
- Devise and design condensate drain piping for the new rooftop cooling units.

e. Mechanical (HVAC) design consisting of the following:

- Design arrangement of two new cooling units on the roof.
- Design arrangement of new ducts across the roof.
- Design damper arrangements to isolate either rooftop unit from the duct system.
- Design final locations of new vertical ducts and new penetrations through roof and third floor.
- Design for fire dampers at third floor deck.
- Design arrangement and routing of new ductwork in second floor ceiling cavity around the server room.
- Design new duct branches and new supply/return grille locations for the server room.
- Design locations and arrangements for electric humidifiers, duct-mounted steam grids, and humidifier piping.
- Provide control sequences of operation. This does not include design of controls systems interconnection and programming specifics which are typically provided by a controls vendor.

f. Electrical design consisting of the following:

- Investigate the capacity and arrangement of the existing normal power distribution system.
- Investigate the capacity and arrangement of the existing emergency generator and its power distribution system.
- Design new branch circuits to power the two new rooftop cooling units and the two new humidifiers. These will be fed from an existing panel which has normal and emergency feeds
- Design lighting modifications/relocations if required by ceiling plan changes.
- Design modifications to fire alarm system to the extent required to add the two new rooftop cooling units. This may include layout and specification of new smoke detectors. This does not include design of fire alarm systems interconnection and programming specifics which are typically provided by a fire alarm vendor.

g. Analysis of the following existing electrical system(s) within the project area to determine if additional capacity is required. This does not include design to provide new electrical system(s) or additional capacity.

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- Normal and emergency power systems.
 - Fire alarm system.
- h. Anticipated drawing list: The following is a preliminary drawing list. This list will likely change somewhat as the design progresses.
- Title sheet
 - Code sheet
 - Architectural plan and elevations of rooftop screen wall.
 - Architectural plan and details of duct chase through 3rd floor space.
 - Architectural and structural specifications and notes.
 - Structural plan & details of new framing above roof to support rooftop units.
 - Structural plan, elevations, and details of new screen wall framing on roof.
 - Structural details for roof & floor penetrations.
 - Mechanical lead sheet with legends.
 - Mechanical roof plan of new rooftop units, humidifiers, and ductwork.
 - Mechanical 3rd floor plan showing duct chase and fire dampers.
 - Mechanical 2nd floor plan showing ductwork in ceiling cavity.
 - Mechanical elevations showing roof, 3rd floor, and second floor.
 - Mechanical sections and details of rooftop equipment and ducts.
 - Mechanical sections and details of ductwork in second floor space.
 - Mechanical equipment schedules, specifications, typical details.
 - Server room reflected ceiling plan.
 - Electrical lead sheet with legends
 - Electrical demo plan for second floor & roof
 - Electrical 2nd floor power & lighting plan
 - Roof power plan
 - Partial single line diagram and panel schedule.
 - Partial fire riser diagram for HVAC changes.
- i. Bidding assistance:
- Assist the Owner with identifying prospective bidders.
 - Send design documents to prospective bidders.
 - Attend a pre-bid meeting with the Owner and prospective bidders.
 - Develop meeting minutes for pre-bid meeting and distribute to all parties.
 - Issue Addenda to bidders if required for clarification of design intent. This proposal does not include issuance of Addenda to address changes outside of The East Group's control, including but not limited to Owner-requested changes in scope. If issuance of Addenda not included above is determined to be required then additional fee and time will be required to perform those services.
 - Prepare certified bid tabulation form and distribute to all parties.

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3. We anticipate sending design documents to the Owner at the following intervals for review and comment.
 - a. Schematic Design.
 - b. Design Development.
 - c. 95% Construction Documents.
4. This proposal includes bidding assistance services. We assume that the Owner will either select a pre-qualified contractor to perform construction or will self-perform the work.
5. This proposal does not include construction administration services. A later proposal for construction administration services may be issued near the end of the design phase.
6. This proposal does not include a separate Project Manual in addition to Drawings. Technical specifications with minimum essential content will be placed on the Drawings.

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Deliverables:

1. Schematic Design documents (Drawings).
2. Design Development documents (Drawings).
3. 95% Construction Documents (Drawings).
4. Construction Documents (Drawings).
5. Compact disk containing Construction Documents in PDF format.
6. Record Drawings and Operation Manuals
7. Compact disk containing Record Drawings in PDF format.

Fee and Expenses:

Based upon the scope of work as described above for this project, The East Group proposes a Lump Sum fee as follows to complete the work described above:

Total proposed fee: Thirty-Five Thousand Seven Hundred and Sixty Dollars (\$35,760)

This includes \$4,500 allowed for cost estimating and assistance with the bidding process. It also includes an allowance for printing of about 275 drawings. Printing and shipping/ mailing costs for additional copies will be billed at The East Group's direct cost plus ten percent (10%) markup.

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Miscellaneous Provisions:

Any additions to the scope of work will require additional fee and time to complete. The East Group will notify you of any cost and schedule impacts concerning changes to the scope of work and will obtain approval from you before proceeding with any changes. This proposal is valid for thirty (30) days. Our payment terms are net thirty (30) days.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. Please let us know if you have any questions or need additional information.

Please call me on my cell phone at (252) 347-9603 if you have questions.

Sincerely,
The East Group, PA

Bob Adams, PE

Bob Adams, PE
Senior Mechanical Engineer
E-mail: bob.adams@eastgroup.com
Cell: (252) 347-9603
Fax: (252) 830-3954

cc: Keith House, PE, Principal, Healthcare Team Leader – The East Group
Richard Johnson, AIA, Principal, Architect – The East Group
Jill Webster, Project Administrator – The East Group

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Summary of Design Fee Estimate	
Client Name: City of Greenville	27-Apr-09
Project Name: Admin Building Server Room AC	
Architectural & Structural Design Fee Estimate	8,678
Mechanical Design Fee Estimate	17,408
Electrical Design Fee Estimate	9,435
Project Expenses Estimate	240
Total Proposed Design Fee	\$35,760
NOTE: This fee estimate includes an estimated amount for cost estimating and bidding assistance = \$4,500	

Mechanical & Plumbing Engineering Fee Estimate										Comments (Assumptions and Clarifications)					
Client Name: City of Greenville		Project Name: Admin Building Server Room AC		BA	SA	RA	PR	SR	Eng	WB	CB	JC	DB	CM	Cost
				\$120.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$50.00	\$75.00	\$75.00	\$65.00	\$65.00	\$240
Plumbing Design Tasks:															
Discussions with fire protection vendor about adding duct volume and adding curtains															
Sub Total Fire Prot Design Man-Hours Labor Cost:				2.0											\$240
Plumbing Design Tasks:															
Drainage for the new humidifiers on the roof															
Water supply piping for the new humidifiers on the roof															
Sub Total Plumbing Design Man-Hours Labor Cost:				0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$170
Mechanical Design Tasks:															
MECHANICAL FIELD WORK															
Look at existing fire protection system in server room															
Look at server room for possible changes to improve hot/cold isolation															
Field measure above roof for layout of new rooftop equipment and ducts															
Field measure third floor wall locations and roof structure for new duct chase															
Field measure above second floor ceiling for floor penetrations through third floor deck															
Field measure above second floor ceiling for duct runs down hallways															
Field measure server room walls over second floor ceiling for new penetrations															
Field measure server room ceiling to define existing reflected ceiling, racks, trays															
MECHANICAL CODE RESEARCH															
Investigate building code for fire & smoke damper requirements															
Review energy code for economizer requirements & efficiency requirements															
MECHANICAL CALCULATIONS															
Review load calculation, city's load info, and city/projected growth; get client agreement on capacity															
Select a design load; calculate estimated temperature rise and airflow															
Calculate duct static pressure drops, external static pressure required, outside air															
Calculate humidification requirements for the system															
Select & specify rooftop HVAC units and humidifiers															
ARRANGEMENTS WITHIN THE BUILDING															
Devise plan and elevation layouts for the ducts down each side of the 2nd floor server room															
Devise duct chase through the third floor															
Devise penetrations through roof deck and third floor deck															
Devise fire damper installation and access at third floor deck															
Devise layout of supply diffusers and return grilles in the server room															
Devise modifications to the server racks to reduce mixing of hot & cold air (curtains, doors, blanks?)															
Consider how to keep existing AC systems in service until new system startup															
ARRANGEMENTS ON THE ROOF															
Devise an arrangement for two rooftop AC units (RTUs) on the roof platform															
Select a final location for a roof penetration															
Devise a duct/damper arrangement to allow selection to either RTU															
Devise a duct layout from the RTUs to the roof penetration															
															\$50
															\$240
															\$170
															\$50
															\$340
															\$60
															\$60
															\$160
															\$43
															\$123
															\$65
															\$90
															\$43
															\$653
															\$60
															\$60
															\$120
															\$240
															\$60
															\$360
															\$120
															\$480
															\$1,260
															\$280
															\$280
															\$230
															\$145
															\$280
															\$205
															\$240
															\$240
															\$1,930
															\$280
															\$85
															\$205
															\$205

Electrical Engineering Fee Estimate		ManHours						Cost		Comments (Assumptions and Clarifications)
Principal RA	Sr Eng JSJ	Proj Mgr MG	Designer III DB	Designer II DM	Designer V CB	Sr Proj Admin JW				
\$ 120.00	\$ 120.00	\$ 25.00	\$ 85.00	\$ 105.00	\$ 75.00	\$ 50.00				
Client Name: City of Greenville Project Name: Admin Building Server Room AC										
Field & Design Work										
					6			450.00		
					2			150.00		
	6				6			1,170.00		
				4	2			570.00	2,340.00	
Drawings:										
				1	1			180.00		
				2	1			265.00		
	1			4	2			650.00		
	1			4	2			650.00		
	2			6	3			1,095.00		
	2			6	3			1,095.00	4,035.00	
Miscellaneous Tasks										
	2				2			390.00		
	2					2		340.00		
	5					1		650.00		
	2			2	2			600.00	1,980.00	
Bidding Assistance										
	4							480.00		
					4			300.00		
					4			300.00	1,080.00	
check										
	0	27	0	29	40	3		9,435.00	B 435.00	
								\$ 9,435.00	27-Apr-09	

Electrical Drawings: 8

ASSUMPTION: THIS IS NOT AN EMERGENCY RESPONSE SYSTEM

Project Expenses Estimate
Client Name: City of Greenville
Project Name: Admin Building Server Room AC

Review Drawings	23	@	\$0.85	\$58.65
# Sets	3			
# Issues	1			
Construction Drawings	23	@	\$0.85	\$117.30
# Sets	6			
# Issues	1			
Record Drawings	23	@	\$0.85	\$58.65
# Sets	3			
# Issues	1			
Repro Specs	0 sets	@	\$50	\$0
	(Minimal specifications to be included on dwgs)			
CD Drawings	1	@	\$5	\$5

Total Estimated Expenses for Printing: \$240



City of Greenville, North Carolina

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

Title of Item: Series Resolution for Greenville Utilities Commission's Installment Purchase Financing

Explanation: Greenville Utilities intends to use a 36-month installment purchase financing to acquire a line truck and knuckle boom/articulated crane. Financing using this method offers several advantages. First, the expenditure of the purchase price can be offset with corresponding revenue. Second, fund balance can be preserved; and third, needed equipment can be provided while spreading the cost over several budget years. The equipment costs are noted below:

Line Truck	\$162,778
Knuckle Boom	\$147,979
Equipment Costs	<u>\$310,757</u>

A Request for Proposals for a 36-month installment loan was distributed to nine (9) banks, with seven (7) responses being received. Southern Bank & Trust Company offered the best rate at 2.74% for 36 months.

In addition to the equipment costs (\$310,757), there will be some issuance and related costs associated with the installment financing. These costs are estimated to be approximately \$8,300. With a small allowance for a contingency, the total amount of the proposed installment financing is \$320,000.

The GUC Board, at their meeting on May 19, adopted a resolution approving the incurrence of additional indebtedness up to \$320,000 and recommended a Series Resolution be adopted by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt the attached Series Resolution.

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 [Series Resolution](#)

A regular meeting of the City Council of the City of Greenville, North Carolina was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on June ____, 2009 at 6:00 P.M.

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

Absent: _____

* * * * *

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

RESOLUTION NO. 09-

SERIES RESOLUTION AUTHORIZING THE INCURRENCE OF ADDITIONAL INDEBTEDNESS THROUGH THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT WITH SOUTHERN BANK AND TRUST COMPANY IN AN AMOUNT OF UP TO \$320,000 PURSUANT TO THE PROVISIONS OF SECTION 216 OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL ON AUGUST 11, 1994, AMENDED AND RESTATED AS OF APRIL 13, 2000.

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

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

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

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

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

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

WHEREAS, the Commission and the City Council have determined to finance a portion of the cost of paying for such equipment by incurring Additional Indebtedness through the execution and delivery of an installment purchase contract with Southern Bank and Trust Company referred to herein as the "2009 Installment Financing Agreement"; and

WHEREAS, the City Council has received information to the effect that the City will be able to satisfy the requirements of Section 216 of the Order with respect to the 2009 Installment Financing Agreement; and

WHEREAS, pursuant to Section 216 of the Order, the 2009 Installment Financing Agreement is to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the incurrence of said Additional Indebtedness; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this series resolution authorizing and setting forth the terms and provisions of the 2009 Installment Financing Agreement;

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

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

Section 2. Authorization of the 2009 Installment Financing Agreement. (A) The 2009 Installment Financing Agreement. Pursuant to the Enabling Act and Section 216 of the Order, the City Council hereby authorizes the incurrence of Additional Indebtedness through the execution and delivery of the 2009 Installment Financing Agreement with Southern Bank and Trust Company in a principal amount of up to \$320,000 for the purpose of providing funds, together with any other available funds, for (1) paying, or reimbursing the Commission and the City for paying for certain equipment described in Appendix A hereto and (2) paying expenses incidental and necessary or convenient thereto.

(B) 2009 Installment Financing Agreement Provisions. The 2009 Installment Financing Agreement shall be executed on such date, be effective as of such date, shall bear interest at the

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

(C) Interest Payment Dates. Interest on the 2009 Installment Financing Agreement shall begin to accrue on the unpaid principal balance thereof from the date of execution of the Installment Financing Agreement and shall be payable annually on or before each June ___ beginning June ___, 2010 until the principal balance of the 2009 Installment Financing Agreement is paid or prepaid in accordance with its terms.

(D) Principal Payment Dates. Principal on the 2009 Installment Financing Agreement shall be payable annually on or before each June ___, all as set forth in the 2009 Installment Financing Agreement.

(E) Prepayment of the 2009 Installment Financing Agreement. The 2009 Installment Financing Agreement shall be prepayable in accordance with its terms.

Section 3. Delegation and Standards. The City Council hereby delegates to any Authorized Officer of the Commission, the City Manager and the Director of Financial Services of the City, subject to the limitations contained herein, the power to determine and carry out the following with respect to the 2009 Installment Financing Agreement:

(A) Principal Amount. To determine the aggregate principal amount of the 2009 Installment Financing Agreement, such principal amount, up to \$320,000, to be sufficient for the purposes described in Section 2(A) of this Resolution;

(B) Interest Rates. To determine the interest rate on the 2009 Installment Financing Agreement, which interest rate shall not exceed 2.74% per annum.

(C) Repayment of the 2009 Installment Financing Agreement. To determine a schedule for the payment of the principal amount of the 2009 Installment Financing Agreement, such principal payment schedule not to extend more than 36 months after the first principal payment date as established in Section 2(D) of this Resolution;

(D) Execution Date and Effective Date. To determine the date of execution of the 2009 Installment Financing Agreement and the effective date of the 2009 Installment Financing Agreement;

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

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

Section 5. Form of the 2009 Installment Financing Agreement. The 2009 Installment Financing Agreement shall be substantially in the form attached hereto as Appendix B, with such variations, omissions and insertions as are required or permitted by this Resolution or the Order and the City Manager or the Director of Financial Services of the City are hereby authorized to execute the 2009 Installment Financing Agreement, such execution to be conclusive evidence of the approval thereof by the City. In addition, the General Manager of the Commission or an Authorized Officer of the Commission are hereby authorized to signify their approval of the 2009 Installment Financing Agreement by the execution of an approval thereof, such execution to be conclusive evidence of the approval of the Commission.

Section 6. Method of Payment of the 2009 Installment Financing Agreement. All principal and interest on the 2009 Installment Financing Agreement shall be made payable as specified in the 2009 Installment Financing Agreement on or before each principal and interest payment date.

Section 7. Application of Proceeds of the 2009 Installment Financing Agreement. Moneys received by the City or the Commission pursuant to the 2009 Installment Financing Agreement shall be deposited to the credit of the Operating Fund within the Electric Enterprise Fund.

Section 8. Application of Certain Revenues. In accordance with the provisions of Section 507 of the Order and after making the payments required by paragraphs (a) - (e) thereof, the Commission shall withdraw from the Operating Checking Account moneys held for the credit of the Appropriate Operating Funds in such amounts as shall be necessary for the purpose of making principal and interest payments on the 2009 Installment Financing Agreement.

Section 9. Bank Qualification. The City hereby represents that it reasonably expects that it and all subordinate entities thereof will not issue more than \$30,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code) during calendar year 2009. In addition, the City hereby designates the 2009 Installment Financing Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

Section 10. Authorization to City and Commission Officials. The officers, agents and employees of the City and the Commission are hereby authorized and directed to do all acts and things required of them by the provisions of the 2009 Installment Financing Agreement, the Order and this Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

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

Adopted this the ____th day of June, 2009.

Patricia C. Dunn
Mayor

[SEAL]

ATTEST:

Wanda T. Elks
City Clerk

APPENDIX A

EQUIPMENT

1. Line truck with hydraulic digger-derrick mounted with utility line body.
2. 33,000 LB GWVR Cab and Chassis with articulating crane mounted behind the cab.

APPENDIX B

FORM OF INSTALLMENT FINANCING AGREEMENT

INSTALLMENT PURCHASE CONTRACT
(Bank-Qualified)

THIS INSTALLMENT PURCHASE CONTRACT, dated as of June ___, 2009 (the "Contract"), by and between SOUTHERN BANK AND TRUST COMPANY, (the "Bank"); and the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of North Carolina (the "Borrower");

W I T N E S S E T H:

WHEREAS, the Borrower is a duly and validly created, organized and existing public body politic, duly created and existing under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, the Borrower has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of personal property; and

WHEREAS, the Bank desires to advance certain funds to enable the Borrower to purchase the Equipment (as hereinafter defined) and the Borrower desires to obtain said advance from the Bank and to purchase the Equipment pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the Borrower to make Installment Payments (as hereinafter defined) and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from Net Receipts (as defined in the Bond Order hereinafter defined) of the Greenville Utilities Commission (the "Utilities Commission") and shall not constitute a pledge of the faith and credit of the Borrower within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, pursuant to a bond order adopted by the City Council of the Borrower on August 11, 1994, and amended and restated as of April 13, 2000 (the "Bond Order") and a series resolution adopted by the City Council of the Borrower on June ___, 2009 the obligations of the Borrower to make Installment Payments and other payments under Section 3 hereof is considered Additional Indebtedness (as defined in the Bond Order) and shall be paid after making the payments required by paragraphs (a) – (e) of Section 507 of the Bond Order; and

WHEREAS, the Bank and the Borrower each have duly authorized the execution and delivery of this Contract.

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

- 1.1 "Equipment" means the personal property described in Exhibit A attached hereto.
- 1.2 "Installment Payments" means those payments made by the Borrower to the Bank as described in Section 3 of this Contract and in the Payment Schedule.
- 1.3 "Net Proceeds," when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Equipment, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.
- 1.4 "Payment Schedule" means the document labeled "Payment Schedule" attached hereto as Exhibit B and incorporated herein by reference, which describes the Borrower's Installment Payments.
- 1.5 "Purchase Price" means the amount described in Exhibit B hereto, which will be advanced by the Bank to enable the Borrower to acquire the Equipment under the terms of this Contract.

SECTION 2. ADVANCE OF PURCHASE PRICE

The Bank agrees to advance the Purchase Price to the Borrower and the Borrower agrees to borrow the Purchase Price from the Bank to be applied in accordance with the terms and conditions of this Contract. The proceeds of the Purchase Price shall be used to purchase the Equipment.

SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1. Amounts and Times of Installment Payments and Other Payments. The Borrower shall repay, subject to the provisions of Section 14 hereof entitled "Limited Obligation of the Borrower," the Purchase Price in installments as provided in Exhibit B to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amounts and at the times set forth in the Payment Schedule except as provided herein. Installment Payments shall be sufficient in the aggregate to repay the Purchase Price together with interest thereon at a per annum rate equal to the rate per annum described in Exhibit B hereto. A portion of each Installment Payment is interest.

3.2. Place of Payments. All payments required to be made to the Bank hereunder shall be made at the Bank's principal office or as may be otherwise directed by the Bank or its assignee.

3.3. Late Charges. Should the Borrower fail to pay any Installment Payment or any other sum required to be paid to the Bank within fifteen (15) days after the due date thereof,

the Borrower shall pay a late payment charge equal to four percent (4%) of the delinquent payment.

3.4. Abatement of Installment Payments. Subject to Section 14 hereof entitled "Limited Obligation of the Borrower," there shall be no abatement or reduction of the Installment Payments or other payments by the Borrower for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Equipment. The Borrower assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.5. Rate Modification/Refinancing. Provided the Borrower is not in default of its obligations hereunder, it shall have the option to refinance or modify the existing rate, with a flat fee of \$300 or 1% of the outstanding principal balance, whichever is greater, for each rate modification or refinancing.

SECTION 4. NATURE OF CONTRACT

This Contract is an installment contract and security agreement pursuant to Section 160A-20 and Article 9 of Chapter 25 (the "Uniform Commercial Code-Secured Transactions") of the General Statutes of North Carolina.

SECTION 5. EXHIBITS TO CONTRACT

The Exhibits to this Contract are as follows:

Exhibit A: Description of the Equipment.

Exhibit B: Payment Schedule.

Exhibit C: Form of Incumbency and Authorization Certificate (to be furnished by the Borrower to the Bank at closing).

Exhibit D: Form of Opinion Letter of Borrower's Counsel (Borrower to furnish to the Bank at closing).

Exhibit E: Bank Eligibility Certificate.

SECTION 6. RESPONSIBILITIES AND COVENANTS OF THE BORROWER

6.1. Care and Use. The Borrower shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear expected, and shall replace any part of the Equipment as may from time to time become worn out,

lost, stolen, destroyed or damaged or unfit for use. The Borrower shall use the Equipment only to perform the Borrower's governmental and proprietary functions.

6.2. Inspection. The Bank shall have the right upon reasonable prior notice to the Borrower to enter into and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

6.3. Utilities. The Borrower shall pay, when due, all charges for utility services used in connection with the Equipment. There shall be no abatement of the Installment Payments on account of interruption of any such services.

6.4. Taxes. The Borrower shall pay, when due, all taxes levied by any governmental body as a result of the Borrower's ownership, possession, or use of the Equipment or as a direct or indirect result of the purchase of the Equipment by the Borrower.

6.5. Risk of Loss. Subject to the provisions of Section 14 hereof entitled "Limited Obligation of the Borrower," the Borrower shall bear all risk of loss to and condemnation of the Equipment. In the event of loss or damage to or condemnation of the Equipment, the Borrower shall either (a) continue to make the Installment Payments due hereunder and repair or replace the Equipment, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.5 hereof. Said repair or replacement of the Equipment shall meet with the satisfaction of the Bank.

6.6. Performance by the Bank of the Borrower's Responsibilities. Any performance required of the Borrower or any payments required to be made by the Borrower may, if not timely performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be immediately reimbursed by the Borrower for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Bank's Prime Rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

6.7. Financial Statements. The Borrower agrees that it will furnish the Bank at such reasonable times as the Bank shall request current audited financial statements (including, without limitation, the Borrower's annual budget as submitted or approved), and permit the Bank or its agents and representatives to inspect the Borrower's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the Borrower. The Borrower represents and warrants to the Bank that all financial statements which have been delivered to the Bank fairly and accurately reflect the Borrower's financial condition and there has been no material adverse change in the Borrower's financial condition as reflected in the financial statements since the date thereof.

6.8. Other Responsibilities and Conditions. Simultaneously with the execution of this Contract and prior to the advancement of any funds hereunder by the Bank, the Borrower shall cause to be provided to the Bank the following:

- (a) An Incumbency and Authorization Certificate in the form of Exhibit C attached hereto;
- (b) An Opinion Letter of Borrower's Counsel in the form of Exhibit D attached hereto;
- (c) A certificate or other proof of insurance on the Equipment, in a form satisfactory to the Bank;
- (d) Certified copies of resolutions of the Borrower's governing body authorizing the Borrower to enter into this Contract and carry out its terms;
- (e) Properly executed UCC financing statements as required by Section 7.1 hereof;
- (f) A Non-Arbitrage Certificate, in the form required by the Bank; and
- (g) Executed originals of any other documents and instruments required by this Contract.

6.9. Special Tax Covenants. The Borrower covenants that: (a) it will make no use of the monies advanced by the Bank (the "proceeds") which would cause this Contract to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the Borrower will comply with the requirements of Section 148 of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest paid or payable under this Contract to be includible in the gross income of the registered owner hereof; (c) the Equipment shall be used exclusively for essential governmental purposes of the Borrower and no use shall be made of the proceeds or of the Equipment, directly or indirectly, which would cause this Contract to be a "private activity bond" within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; and (f) the Borrower shall not lease or otherwise make any of the Equipment available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes.

The Borrower shall file on or before its due date IRS Form 8038-G and shall furnish the Bank with a certified copy of such filing. The Borrower shall not take or omit to take any action that may cause a loss of the federal, state or local tax-exempt status of this Contract or the interest thereon.

SECTION 7. SECURITY INTEREST; LIENS

7.1. Security Interest. The Borrower hereby grants to the Bank a security interest in the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to the Equipment, and all proceeds of all the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment, to the extent necessary to secure the Borrower's payment obligations to the Bank under this Contract. The Borrower shall execute and cause to be filed, at the Borrower's expense, financing statements and other related documents that are reasonably necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code -Secured Transactions") of the General Statutes of North Carolina to perfect the above-described security interest by filing and to maintain that security interest in perfected form. If the Equipment is or includes one or more motor vehicles, the ownership of which is or are evidenced by a certificate of title(s), the Borrower shall cause the Bank's lien to be properly shown on such title(s) as a first lien security interest.

The Equipment is and shall throughout the term of this Contract be and remain personal property, regardless of whether the Equipment is now or may become in any manner affixed or attached to real property or any building or fixtures on real property. If the Equipment is permanently located on real property not owned in fee simple by the Borrower, the Borrower shall obtain, if requested by the Bank, a waiver of any rights in and to the Equipment (including the rights of levy and distraint) from the person who gives the Borrower permission to use the real property on which the Equipment is located and from those holders of any recorded deeds of trust on the real property on which the Equipment is located.

7.2. Liens. The Borrower shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Equipment (except the security interest granted to the Bank). The Borrower shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The Borrower shall reimburse the Bank for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

SECTION 8. INSURANCE AND UNFORESEEN LOSSES

8.1. Insurance. The Borrower shall obtain and maintain, at its expense, at all times until termination of this Contract a primary policy of insurance covering the Equipment and providing the insurance protection described in this Section. The Borrower shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance as required by the Bank. The Borrower shall maintain such insurance in such amounts and with such deductibles, if any, as required by the Bank from time to time. The Equipment shall be insured in an amount at least equal to its replacement value. All such insurance shall be maintained with such insurance company or companies as shall be satisfactory to the Bank and shall provide that losses shall be payable to the Bank and the Bank shall be named as an additional insured with respect to all such insurance.

The Borrower shall deliver to the Bank the policies of insurance or duplicates thereof or other evidence satisfactory to the Bank of such insurance coverage. Each insurer shall

agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Bank of the cancellation or material modification of such policy; and (ii) the coverage of the Bank shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the Borrower of any warranties, declarations and conditions of such insurance. The Borrower hereby appoints the Bank as the Borrower's attorney-in-fact (i) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment under any such insurance policies; and (ii) to make, adjust, settle or release any claims under or relating to such insurance. The Borrower agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The Borrower shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy described above. In no event shall the Borrower voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the Bank.

8.2. Condemnation. Any condemnation award paid as a result of the exercise of the power of eminent domain over the Equipment or any part thereof by any governmental body or any person or entity acting under governmental authority shall be paid to the Bank to the extent necessary to pay the principal portion of the remaining Installment Payments, accrued but unpaid interest and any other amounts due under this Contract, and the Borrower shall be entitled to the balance, if any.

SECTION 9. WARRANTIES AND REPRESENTATIONS OF THE BORROWER

The Borrower warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

(a) The Borrower is a public body politic duly created and existing under the laws of the State of North Carolina as a political subdivision of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;

(b) This Contract and all other documents relating hereto, have been duly and validly authorized, approved, executed and delivered by the Borrower, and the performance by the Borrower of its obligations under such documents has been approved and authorized, under all laws, regulations and procedures applicable to the Borrower, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract and all other documents relating hereto constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina, and, assuming due authorization, execution and delivery hereof by the Bank, constitute valid, legal and binding obligations of the Borrower, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by general principles of equity or by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and as those other laws may be further limited by the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the Borrower of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained, including the approval of the North Carolina Local Government Commission as evidenced by the Secretary's certificate thereon;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the Borrower's knowledge, threatened, against or affecting the Borrower challenging the validity or enforceability of this Contract or any other documents relating hereto, or the performance of the Borrower's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the Borrower a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the Borrower (except as contemplated herein) pursuant to any agreement or other instrument to which the Borrower is a party, or any existing law, regulation, court order or consent decree to which the Borrower is subject;

(e) There are no liens or encumbrances on the Equipment other than the lien created by this Contract;

(f) A resolution relating to the performance by the Borrower of this Contract and the transactions contemplated hereby have been duly adopted, are in full force and effect, and have not been in any respect amended, modified, revoked or rescinded;

(g) The purchase of the Equipment is essential to the proper, efficient and economical operation of the Borrower and the delivery of its service and the Equipment will provide an essential use and permit the Borrower to carry out public functions that it is authorized by law to perform;

(h) The security interest granted by the Borrower to the Bank in the Equipment shall have been duly perfected and shall constitute a first lien security interest in the Equipment; and

(i) The Borrower has designated its obligation hereunder as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Borrower (i) has not, does not expect to and shall not issue, directly or indirectly through subordinate units, more than \$30,000,000 of tax-exempt obligations (other than private activity bonds) during this calendar year and (ii) has not and shall not designate during this calendar year more than \$30,000,000 of its obligations (or of its subordinate units) as "qualified tax-exempt obligations".

SECTION 10. INDEMNIFICATION

To the extent permitted by applicable law, the Borrower hereby agrees to indemnify, protect and save the Bank harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the possession, condition or use thereof.

The indemnification arising under this Section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

To the extent permitted by applicable law, all parties hereby agree to indemnify, protect and save the Local Government Commission and its officers, members and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, cost and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Project, including without limitation, the financing, possession, condition, construction or use thereof. The indemnification arising under this Section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

SECTION 11. DISCLAIMER OF WARRANTIES

11.1. No Representations by the Bank. The Borrower acknowledges that it has inspected the Equipment and found the Equipment to be satisfactory and acknowledges and agrees that it has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.

11.2. Disclaimer By the Bank. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

SECTION 12. DEFAULT AND REMEDIES

12.1. Definition of Event of Default. The Borrower shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default"):

(a) The Borrower shall fail to make any Installment Payment or fail to pay any other sum hereunder when due; or

(b) The Borrower shall fail to perform or observe any term, condition or covenant of this Contract or shall breach any warranty by the Borrower herein or therein contained; or

(c) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the Borrower, or a receiver, custodian or similar officer shall be appointed for the Borrower or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or

(d) Any warranty, representation or statement made by the Borrower herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or

(e) An attachment, levy or execution of a security interest or lien is levied upon or against the Equipment.

12.2. Remedies on Default. Subject to Section 14 hereof entitled "Limited Obligation of the Borrower," upon the occurrence of any Event of Default, the Bank may exercise anyone or more of the following remedies as the Bank in its sole discretion shall elect:

(a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the Borrower;

(b) Proceed by appropriate court action to enforce performance by the Borrower of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the Borrower, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the Borrower;

(d) Terminate this Contract as to all or any part of the Equipment and use, operate, lease or hold all or any part of the Equipment as the Bank in its sole discretion may decide; or

(e) Take possession of any proceeds of the Equipment, including Net Proceeds.

12.3. Further Remedies. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of anyone remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The Borrower agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank's rights and remedies under this Contract.

SECTION 13. ASSIGNMENT

13.1. Assignment by the Borrower. The Borrower agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in the Equipment or this Contract (except for the lien and security interest of the Bank therein) without the Bank's prior written consent.

13.2. Assignment by the Bank. The Bank may, at any time and from time to time, assign all or any part of its interest in the Equipment and this Contract, including without limitation, the Bank's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Any assignment made by the Bank or any subsequent assignee may

be made only to a bank, insurance company, or similar financial institution or any other entity approved by the North Carolina Local Government Commission and shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract. The Bank or its assignees may assign or reassign either this entire Contract or a partial interest herein. All assignments by the Bank shall be subject to the following rules and conditions:

(a) The Bank shall send written notice of the assignment and its effective date to the Borrower before it makes the assignment. Such notification shall be forwarded to the Borrower at least thirty (30) days before the effective date of the assignment. The notification shall include an executed copy of the assignment documents, shall specify the assignee's name and address, and shall provide the Borrower with instructions for making payments after the effective date of the assignment. The requirement of thirty (30) days notice may be waived in writing by the Borrower.

(b) The Borrower shall not be obligated to make payments to anyone other than the Bank until the notification specified in part (a) of this Section is received by the Borrower or until the effective date of the assignment, whichever is later. Should the Borrower incorrectly make payments to the Bank after the conditions specified in the preceding sentence are met, the Bank shall return those payments to the Borrower.

(c) When the Borrower receives the notification specified in subparagraph (a) of this Section, it shall send written acknowledgment of the same to the Bank and shall record the assignment on the Borrower's "records".

(d) The Bank shall require each of its assignees to (1) conform to the notification requirements of this Section in the event of further assignments, and (2) require such conformity from that assignee's assignees.

(e) The Borrower shall execute, at the Bank's request, notice of assignment and other related documents that are reasonably necessary to protect the security interest in the Equipment or in this Contract, and to maintain those security interests in perfected form.

After the giving of notice described above to the Borrower, the Borrower shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

SECTION 14. LIMITED OBLIGATION OF THE BORROWER

No provision of this Contract shall be construed or interpreted as creating a pledge of the faith and credit of the Borrower within the meaning of any Constitutional debt limitation. No provision of this Contract shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Borrower within the meaning of the Constitution of the State of North Carolina. This Contract shall not directly or indirectly or contingently obligate the Borrower to make any payments beyond the amount payable from Net Receipts of the Utilities Commission pursuant to the provisions of the Bond Order relating to the payment of Additional Indebtedness . The Borrower may at the end of any

fiscal year terminate its future Installment Payment obligations under this Contract if the Utilities Commission has not transferred sufficient Net Receipts to make the next fiscal year's scheduled Installment Payments; however, during each fiscal year, the Utilities Commission shall exercise its best efforts to transfer sufficient Net Receipts for Installment Payments due in the next fiscal year. If the Borrower elects to terminate this Contract for such reason, it shall deliver the Equipment, at its own expense, to any location within the State of North Carolina designated by the Bank. No deficiency judgment may be rendered against the Borrower in any action for breach of a contractual obligation under this Contract and the taxing power of the Borrower is not and may not be pledged directly or indirectly to secure any moneys due under this Contract. No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the Borrower's moneys. To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

SECTION 15. TAX-EXEMPT INTEREST

15.1. Intent of Parties. It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the Borrower to the Bank under this Contract shall be tax -exempt under Section 103 of the United States Internal Revenue Code.

15.2. Determination or Event of Taxability. If at any time there is a Determination of Taxability or Event of Taxability, as hereinafter defined, the principal portion of the indebtedness of the Borrower to the Bank which is represented by the Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the Prime Rate of the Bank, as said Prime Rate fluctuates from time to time, plus one percent (1%) per annum (the "Alternative Rate of Interest") payable for such time to the Date of Taxability. In such event, the Borrower also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Bank by reason of the Bank's failure to include the interest portion of the Installment Payments in its gross income for income tax purposes. Installment Payment amounts under this Contract shall be increased as a result of the increased interest rate and additional interest as a result of said rate increase on all previous payments shall be paid to the Bank upon demand therefor. The Borrower shall pay to the Bank the above-mentioned Alternative Rate of Interest notwithstanding any transfer by the Bank or payment or prepayment by the Borrower prior to the date such Determination of Taxability was made.

An Event of Taxability shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the Borrower, the effect of which is to cause the interest portion of the Installment Payments to be includible in the gross income of the Bank for federal income tax purposes. A Determination of Taxability shall mean a determination that the interest portion of the Installment Payments is included in gross income of the Bank for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Bank is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an action, or failure to act, by the Borrower, the interest portion of the Installment Payments (hereinafter called "Interest") is included in the gross income of the Bank for federal income tax

purposes; (b) the date on which the Borrower receives notice from the Bank that the Bank has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Bank which asserts, in effect, that Interest received by the Bank is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the Borrower, or (ii) by an opinion of counsel (approved by the Bank and Borrower) received by the Bank which concludes, in effect, that Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the Borrower; (c) the day on which the Borrower is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the Borrower; or (d) the day on which the Borrower is advised in writing by counsel to the Bank that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Borrower has been given written notice and an opportunity to participate and defend that the Interest is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the Borrower.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

If at any time there is a Change in Deductibility (hereinafter defined), the interest rate payable hereunder shall increase to the rate which will provide to the Bank the effective yield which it would have received had there not been a Change in Deductibility. A "Change in Deductibility" means any determination by the Internal Revenue Service or any court of competent jurisdiction that the obligation of the Borrower hereunder is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code as a result or as a consequence of (i) an action, or failure to act, by the Borrower or (ii) a breach of any representation or warranty made by the Borrower to the Bank relating to the status of this Contract as a qualified tax-exempt obligation as defined above (including but not limited to the representations and warranties contained in Section 9(i) of this Contract).

15.3. Duty to Notify the Bank. The Borrower agrees to give prompt written notice to the Bank upon the Borrower's receipt of any oral or written notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability has occurred.

SECTION 16. MISCELLANEOUS

16.1. Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the Borrower or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

16.2. Severability. In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

16.3. Governing Law. This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

16.4. Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described in this document, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

16.5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

16.6. Entire Contract. This Contract, together with the exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

16.7. Binding Effect. Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

16.8. Time. Time is of the essence of this Contract and each and all of its provisions.

16.9. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

ATTEST:

City of Greenville, North Carolina

Name: Wanda T. Elks
Title: City Clerk

By: _____
Name: Wayne Bowers
Title: City Manager

[SEAL]

ATTEST:

Greenville Utilities Commission

Name: Janet V. Drinnon
Title: Executive Secretary

By: _____
Name: Ronald D. Elks
Title: General Manager/CEO

[SEAL]

Approved As To Form:

Phillip R. Dixon, Commission Attorney

SOUTHERN BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

This Contract has been approved under the provisions of Section 160A-20 and Article 9, Chapter 25 of the General Statutes of North Carolina.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Director of Financial Services

Borrower's Address

Greenville Utilities Commission of the City of Greenville
P. O. Box 1847
Greenville, NC 27835

Bank's Address

Southern Bank and Trust Company
Attn: Edward Coltrain
Post Office Box 729
Mount Olive, NC 28365

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Loan No.: To be assigned

Installment Purchase Contract Date: June ____, 2009

Issuer: Greenville Utilities Commission

Purchase Price: \$320,000

Description and Serial Number	Department and Purpose or Function of Equipment	Location of Equipment After Delivery
DL/DM/DC Fully Configured FA Model, Part #970012650	Electric Department	801 Mumford Road Greenville, NC
Chassis Model, Part #970000640		
Major Unit Order-Trade-in #1, Part #970000633		
Federal Excise Tax Item, Part #970013280		
Effer Crane Model 130.11/3S and Askins Truck Equipment Body Model SP 144-URD		
Heavy Duty Underground Service Body and Accessories installed on 2009 International Model 4300 SBA 4x2 as per bid specifications		

Issuer: City of Greenville, North Carolina

By: _____

Name: Wayne Bowers

Title: City Manager

Issuer: Greenville Utilities Commission

By _____

Name: Ronald D. Elks

Title: General Manager/CEO

Date: June ____, 2009

EXHIBIT B

PAYMENT SCHEDULE

Loan No.: _____

Installment Purchase Contract Date: June ____, 2009

Issuer: Greenville Utilities Commission of the City of Greenville, North Carolina

Purchase Price: \$320,000

The interest rate is 2.74% per annum. Interest is calculated and imposed on the unpaid balance of the Purchase Price, based on the payment schedule described herein. The Purchase Price plus interest shall be repaid by Issuer to Bank in 3 annual payments of \$ 112,564.67, beginning on June ____, 2010 and continuing on the same day every June ____ thereafter, until paid in full.

Due at Inception: Origination Fee \$800.00

Amount \$ 320,000

Rate 2.74%

Term (Years) 3

Payment Number	Payment Date	Payment	Principal	Interest	Balance
1	6-15-2010	\$ 112,567.33	\$ 103,799.33	\$ 8768.00	\$ 216,200.67
2	6-15-2011	\$ 112,567.33	\$ 106,643.43	\$ 5923.90	\$ 109,557.24
3	6-15-2012	\$ 112,567.33	\$ 109,557.24	\$ 3010.09	\$ 0
Total		\$ 337,701.99	\$ 320,000	\$ 17,701.99	

Issuer: City of Greenville, North Carolina

By: _____

Name: Bernita W. Demery

Title: Director of Financial Services

Date: June ____, 2009

EXHIBIT C

INCUMBENCY AND AUTHORIZATION CERTIFICATE

In connection with the execution and delivery by the City of Greenville, North Carolina, (the "Municipality") of an Installment Purchase Contract dated June __, 2009 between the Municipality and Southern Bank and Trust Company, I, _____, do hereby certify that I am the duly appointed _____ of the City of Greenville, North Carolina, a political subdivision and body corporate and politic existing under the laws of the State of North Carolina, and that I have custody of the official minutes and other pertinent records of that body.

I further certify that:

1. As of the date of this certificate, the persons named below hold the positions listed opposite their names.

2. The persons named below were authorized by a resolution of the Municipality's governing body, passed in a regular meeting held on _____, to execute and deliver on behalf of the Municipality the aforesaid Installment Purchase Contract to evidence the obligation of the Municipality in connection with the purchase of personal property and the creation of a security interest in the purchased property, together with all other documents and instruments required and contemplated by said Installment Purchase Contract, and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. Attached hereto is a true, complete and accurate copy of such resolution. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.

3. The signatures set opposite the names and positions of the persons named below are such persons' true and authentic signatures.

<u>Name</u>	<u>Position</u>	<u>Signature</u>
<u>Wayne Bowers</u>	<u>City Manager</u>	_____
<u>Ronald D. Elks</u>	<u>General Manager/CEO</u>	_____
<u>Bernita W. Demery</u>	<u>Director of Financial Services</u>	_____

IN WITNESS WHEREOF, I have duly executed this certificate and have affixed to it the seal of _____, North Carolina on this _____ day of 20__.

By: _____
Name: _____
Title: _____

[SEAL]

EXHIBIT D

FORM OF OPINION LETTER OF BORROWER'S COUNSEL

[Letterhead of Borrower's Counsel]

[Date: letter should be dated the same as the Contract]

Southern Bank and Trust Company
Post Office Box 729
Mount Olive, NC 28365

Re: \$320,000 Installment Purchase Contract (the "Contract"), dated
June __, 2009, between Southern Bank and Trust Company
(the "Bank") and City of Greenville, North Carolina (the "Borrower")

Gentlemen:

[I am] [We are] legal counsel for the _____ (the "Borrower")
and [am] [are] familiar with the above-referenced Contract, and all other documents to be
executed by the Borrower in connection therewith (the "Installment Purchase Documents"). [I]
[We] have examined the Installment Purchase Documents, the resolutions adopted by the
Borrower to authorize and execute the Installment Purchase Documents, and such other
documents, records, and provisions of law as [I] [we] deemed relevant and necessary as a basis
for rendering the following opinion.

On the basis of the foregoing examination, it is [my] [our] opinion that:

1. The Borrower is a municipality, duly organized and validly existing under the laws of the State of North Carolina and is authorized under the laws of the State of North Carolina and the United States of America to enter into the Installment Purchase Documents and to perform its obligations under the Installment Purchase Documents.
2. The Installment Purchase Documents have been duly authorized by a resolution of the City Council of the Borrower, and have been this day properly executed by the officials authorized to execute them, and delivered to the Bank.
3. The Borrower has complied with any applicable bidding, budgeting, and other laws that relate to its entering into the Installment Purchase Documents and carrying out the terms of the Installment Purchase Documents.
4. The Installment Purchase Documents are valid and legally binding obligations of the Borrower and are enforceable according to their terms.
5. The Bank has a properly perfected first lien security interest in the Equipment (as defined in the Contract), and there are no other liens or encumbrances on said Equipment.

6. The representations and warranties contained in Section 9 of the Contract are true and accurate.

Very truly yours,

[Signature of Borrower's counsel]

[Typewritten name of Borrower's counsel]

EXHIBIT E

BANK ELIGIBILITY CERTIFICATE

This Eligibility Certificate is executed and delivered this _____ day of _____, 20____, with the consent and approval of (**Borrower's governing body**) of the government unit signing below ("Borrower"). Borrower and Southern Bank and Trust Company are parties to an Installment Purchase Contract relating to the financing of the following:

DL/DM/DC Fully Configured FA Model, Part #970012650

Chassis Model, Part #970000640

Major Unit Order-Trade-in #1, Part #970000633

Federal Excise Tax Item, Part #970013280

Effer Crane Model 130.11/3S and Askins Truck Equipment Body Model SP 144-URD

Heavy Duty Underground Service Body and Accessories installed on 2009 International Model 4300 SBA 4x2 as per bid specifications

The undersigned official of Borrower, on behalf of Borrower, hereby certifies to Southern Bank and Trust Company that the undersigned Borrower (i) has not issued and reasonably anticipates that it shall not issue, directly or indirectly through subordinate units, more than \$30,000,000.00 of tax-exempt obligations during this calendar year, (ii) has not and shall not designate during this calendar year more than \$30,000,000.00 of its obligations (or of its subordinate units) as "qualified tax-exempt obligations" and (iii) hereby designates the Installment Purchase Contract to which this certificate relates as a "qualified tax-exempt obligation" as defined in Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Greenville Utilities Commission

City of Greenville, North Carolina

By: _____

By: _____

Name: Ronald D. Elks/CEO

Name: Wayne Bowers

Title: General Manager

Title: City Manager

(Affix Seal of Government Unit)

CONTINUOUS INSURANCE COVERAGE DECLARATION

Loan No.: _____

Borrower: _____

Bank: Southern Bank and Trust Company
Post Office Box 729
Mount Olive, NC 28365

Insurance Co.: St. Paul Fire and Marine Insurance Co.

Policy #: GP06301619

Agency: Willis of North Carolina, Inc.

Address: P. O. Box 31817
Charlotte, NC 28231

Agent: Robert Beatty

Telephone: 704-804-7451

Whereas, the Municipality has entered into an agreement to finance personal or real property and insurance coverage is required by the Bank to protect the security interest. Municipality agrees to maintain insurance coverage on the property with the above designated company or another company of its selection during the term of financing. If coverage is not renewed or never acquired, and a loss occurs while the collateral is uninsured, the Municipality agrees to indemnify the Bank. The indemnification can be accomplished by the mutual agreement of the parties as follows:

- The principal balance and accrued interest may be paid in full in satisfaction of the obligation.
- The equipment or building (real property) is repaired to its original condition or replaced with equal value property, at the expense of the Municipality.
- A replacement or substitution of collateral is acquired by the Municipality, at the Municipality's expense.

The Municipality pledges to notify the Bank of a loss in whole or part within ten (10) days of any loss and agrees to cooperate with the Bank in obtaining insurance proceeds or through indemnification for any losses. The Municipality further certifies that the Municipality takes full responsibility of notifying the insurance agency/company and maintaining continuous coverage on the collateral.

Greenville Utilities Commission

City of Greenville, North Carolina

By: _____

Name: Ronald D. Elks/CEO

Title: General Manager

By: _____

Name: Wayne Bowers

Title: City Manager

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

Ayes: _____
_____.

Noes: _____.

* * * * *

I, Wanda T. Elks, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the City Council of said City at a meeting held on June __, 2009, said record having been made in Minute Book No. ___ of the minutes of said City Council, beginning at page ___ and ending at page ___, and is a true copy of so much of said proceedings of said City Council as relates in any way to the passage of the resolution described in said proceedings.

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

WITNESS my hand and the official seal of said City, this ___ day of June, 2009.

City Clerk

[SEAL]



City of Greenville, North Carolina

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

Title of Item: Greenville Utilities Commission FY 2008-09 Budget Amendments (End-of-Year)

Explanation: The FY 2008-2009 Electric, Water, Sewer and Gas Fund Budgets need to be amended to reflect the forecast for end-of-year revenues and expenditures. At their meeting on May 19, 2009, the GUC Board approved the budget amendments 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 FY 2008-2009 budget for Greenville Utilities Commission.

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

Attachments / click to download

 [FY 2008-09 Budget Amendment Ordinance](#)

ORDINANCE NO. _____
TO AMEND ORDINANCE 08-92
CITY OF GREENVILLE, NORTH CAROLINA
2008-09 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2008 and ending June 30, 2009 to meet the subsequent expenditures according to the following schedules:

<u>REVENUES</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
A. <u>Electric</u>			
Rates & Charges	\$187,459,415	\$200,895	\$187,660,310
Fees & Charges	675,000	55,067	730,067
U.G. & Temp. Service Charges	470,000	(197,919)	272,081
Miscellaneous	485,423	355,130	840,553
Interest on Investments	1,650,000	(850,000)	800,000
Bond Proceeds	4,285,981	(2,202,802)	2,083,179
Equipment Loan	<u>0</u>	<u>345,000</u>	<u>345,000</u>
Total Electric Revenue	\$195,025,819	(\$2,294,629)	\$192,731,190
B. <u>Water</u>			
Rates & Charges	\$12,721,221	\$566,825	\$13,288,046
Fees & Charges	1,071,760	(563,143)	508,617
Capacity Fees	956,000	(956,000)	0
Miscellaneous	127,923	268,885	396,808
Interest on Investments	120,000	(40,000)	80,000
Bond Proceeds	630,085	50,774	680,859
Transfer from Capital Projects	<u>0</u>	<u>114,937</u>	<u>114,937</u>
Total Water Revenue	\$15,626,989	(\$557,722)	\$15,069,267
C. <u>Sewer</u>			
Rates & Charges	\$12,909,990	\$362,140	\$13,272,130
Fees & Charges	817,769	(454,332)	363,437
Capacity Fees	734,285	(734,285)	0
Acreage Fees	484,448	(234,448)	250,000
Pitt County	430,437	(300,000)	130,437
Miscellaneous	76,923	24,310	101,233
Interest on Investments	300,000	(125,000)	175,000
Bond Proceeds	813,668	47,373	861,041
Transfer from Capital Projects	<u>0</u>	<u>130,000</u>	<u>130,000</u>
Total Sewer Revenue	\$16,567,520	(\$1,284,242)	\$15,283,278
D. <u>Gas</u>			
Rates & Charges	\$38,909,793	\$3,779,501	\$42,689,294
Fees & Charges	297,805	(136,655)	161,150
Miscellaneous	88,423	30,751	119,174
Interest on Investments	100,000	(30,000)	70,000
Bond Proceeds	<u>123,688</u>	<u>121</u>	<u>123,809</u>
Total Gas Revenue	\$39,519,709	\$3,643,718	\$43,163,427
TOTAL REVENUES	<u>\$266,740,037</u>	<u>(\$492,875)</u>	<u>\$266,247,162</u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2008 and ending on June 30, 2009, according to the following schedules:

	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Governing Body Department	\$4,089,334	(\$97,572)	\$3,991,762
Finance Department	\$16,169,715	(1,467,703)	\$14,702,012
Human Resources Department	\$3,278,000	(279,953)	\$2,998,047
IT Department	\$3,401,262	(520,704)	\$2,880,558
Customer Relations Department	\$4,557,604	14,897	\$4,572,501
Electric Department	\$178,644,505	(20,442)	\$178,624,063
Meter	\$2,969,221	(206,320)	\$2,762,901
Water Department	\$8,960,161	(70,934)	\$8,889,227
Sewer Department	\$9,164,031	(1,480,747)	\$7,683,284
Gas Department	\$35,000,300	3,625,798	\$38,626,098
Utility Locating Services	<u>\$505,904</u>	<u>10,805</u>	<u>\$516,709</u>
TOTAL EXPENDITURES	<u>\$266,740,037</u>	<u>(\$492,875)</u>	<u>\$266,247,162</u>

Section III: Amendments. (a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at its next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the the emergency so long as the expenditure(s) is/are reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next meeting.

Section IV: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the _____ day of _____, 2009.

Patricia C. Dunn, Mayor

Attest:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

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

Title of Item: 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

Explanation: 1) Attached is an amendment to the 2008-2009 budget ordinance for consideration at the June 8, 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 appropriate funds received from a citizen to have trees planted in the right-of-way in front of his home. (Total - \$300)

B To allocate Controlled Substance funds to purchase football uniforms for the Police Athletic League (PAL) football team. (Total - \$5,426)

C To estimate funds for year-end closing of the Computerized Traffic Signal Capital Project Fund. (Total - \$48,220)

D To estimate funds for year-end closing of the F/R Station 6, R&P Project & Carver Library Capital Project Fund. (Total - \$513,420)

E To estimate funds for year-end closing of the Sidewalk Construction Capital Project Fund. (Total - \$81,236)

F To estimate funds for year-end closing of the Dickinson Avenue Capital Project Fund. (Total - \$181,056)

G To estimate funds for year-end closing of the West 3rd Street Capital Project Fund. (Total - \$109,498)

H To reallocate funds for Workers Compensation Loss, Property and Casualty Loss, and General Liability Premium accounts and transfer the required balance from the Insurance Loss Reserve Fund. (Total Net - \$206,397)

I To allocate funds to be transferred back to the General Fund as a result of a duplicate transfer being made in December and April for the renovations at Eppes Gym. (Total - \$27,000)

J To allocate Controlled Substance funds to purchase 20 Rock River 223 caliber rifles. These rifles are being purchased as a proactive measure to ensure that the Police Department remains ready to address critical incidents. (Total - \$21,999)

2) Attached is a 2008-2009 project budget ordinance to establish a capital project fund for the Drew Steele Center Project. Until grant notification has been received, this project will be established based on a \$500,000 contribution from the Drew Steele Foundation. This amount is expected to be received prior to June 30, 2009. Funds received for this project will be used to convert the Elm Street Gym into the Drew Steele Center, a totally accessible indoor recreation, community, and special-populations facility.

Fiscal Note:

The budget ordinance amendment affects the following funds:

<u>Fund Name</u>	<u>Current Adj. Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General Fund	\$ 74,614,961	\$ 234,122	\$ 74,849,083
Computerized Traffic Signal Capital Project	\$ 4,855,285	\$ 48,220	\$ 4,903,505
West 3rd Street Capital Project	\$ 840,000	\$ 109,498	\$ 949,498
Thomas Langston Road Extension Capital Project	\$ 2,974,400	\$ 109,498	\$ 3,083,898
F/R Station 6, R&P, Carver Library Capital Project	\$ 5,759,209	\$ 513,420	\$ 6,272,629
Sidewalk Construction Capital Project	\$ 575,600	\$ 81,236	\$ 656,836
Dickinson Avenue Capital			

Project	\$ 2,229,055	\$ 181,056	\$ 2,410,111
Insurance Loss Reserve	\$ -	\$ 206,397	\$ 206,397
Capital Reserve Fund	\$ 2,758,056	\$ 27,000	\$ 2,785,056
Drew Steele Center	\$ -	\$ 500,000	\$ 500,000

Recommendation: Approve 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 the ordinance establishing a capital project budget for the Drew Steele Center Project.

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[Budget Ordinance Amendments 2008 2009 776865](#)

[Drew Steele Capital Project Fund 830227](#)

ORDINANCE NO. 09-____

CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#12) AMENDING ORDINANCE NO. 08-73 AND AMENDMENT TO
ORDINANCES 98-72 COMPUTERIZED TRAFFIC SIGNAL, 07-91 WEST 3RD STREET, 06-98
THOMAS LANGSTON ROAD EXTENSION, 04-85 F/R STATION 6, R&P PROJECT, CARVER
LIBRARY PROJECT, 06-24 SIDEWALK CONSTRUCTION AND 07-126 DICKINSON AVENUE

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

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

Section I. Estimated Revenues. General Fund, of Ordinance 08-73, is hereby amended by
increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Beautification Fund ^A	\$ 50	\$ 300	\$ 350
Controlled Substance ^{B,J}	29,340	27,425	56,765
Transfer From Computerized Traffic Signal ^C	-	48,220	48,220
Transfer from F/R Station 6, R&P Project & Carver Library ^D	-	513,420	513,420
Transfer from Sidewalk Construction (PB) ^E	-	81,236	81,236
Transfer from Dickinson Avenue Project ^F	-	181,056	181,056
Transfer from Insurance Loss Reserve ^H	-	206,397	206,397
Total Estimated Revenue		<u>\$ 1,058,054</u>	

Section II. Estimated Revenues. General Fund, of Ordinance 08-73, is hereby amended by
decreasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Appropriated Fund Balance ^{C,D,E,F}	\$ 6,899,241	\$ 823,932	\$ 6,075,309

Section III. Appropriations. General Fund, of Ordinance 08-73, is hereby amended by
increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Fire Rescue ^H	\$ 11,470,058	\$ 21,905	\$ 11,491,963
Police ^{B,H,J}	20,939,308	217,525	21,156,833
Public Works ^{A,H}	9,685,491	62,258	9,747,749

Community Development ^H	2,146,381	4,897	2,151,278
Transfer to Other Funds ^I	9,000,207	27,000	9,027,207
Total Appropriations		\$ 333,585	

Section IV. Appropriations. General Fund, of Ordinance 08-73, is hereby amended by decreasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Human Resource ^H	\$ 2,060,570	\$ 4,543	\$ 2,056,027
Fire/Rescue ^H	11,491,963	2,536	11,489,427
Information Technology ^H	2,984,482	309	2,984,173
Police ^H	21,156,833	54,734	21,102,099
Public Works ^H	9,747,749	3,400	9,744,349
Recreation and Parks ^{H,I}	6,089,240	33,941	6,055,299
Total Appropriations		\$ 99,463	

Section V. Estimated Revenues. Computerized Traffic Signal, of Ordinance 98-72, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Appropriated Fund Balance ^C	\$ -	\$ 48,220	\$ 48,220

Section VI. Appropriations. Computerized Traffic Signal, of Ordinance 98-72, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer to General Fund ^C	\$ 115,000	\$ 48,220	\$ 163,220

Section VII. Estimated Revenues. West Third Street Project Fund, of Ordinance 07-91, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Appropriated Fund Balance ^G	\$ -	\$ 109,498	\$ 109,498

Section VIII. Appropriations. West Third Street Project Fund, of Ordinance 07-91, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer to Thomas Langston Rd. Ext. Project ^G	\$ -	\$ 109,498	\$ 109,498

Section IX. Estimated Revenues. Thomas Langston Road Extension Project, of Ordinance 06-98, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer from West Third Street Project ^G	\$ -	\$ 109,498	\$ 109,498

Section X. Appropriations. Thomas Langston Road Extension Project, of Ordinance 06-98, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Construction ^G	\$ 2,280,000	\$ 109,498	\$ 2,389,498

Section XI. Estimated Revenues. F/R Station 6, R&P Project, Carver Library Project Fund, of Ordinance 04-85, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Appropriated Fund Balance ^D	\$ -	\$ 513,420	\$ 513,420

Section XII. Appropriations. F/R Station 6, R&P Project, Carver Library Project Fund, of Ordinance 04-85, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer to General Fund ^D	\$ -	\$ 513,420	\$ 513,420

Section XIII. Estimated Revenues. Sidewalk Construction Fund, of Ordinance 06-24, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Appropriated Fund Balance ^E	\$ -	\$ 81,236	\$ 81,236

Section XIV. Appropriations Sidewalk Construction Fund, of Ordinance 06-24, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer to General Fund ^E	\$ -	\$ 81,236	\$ 81,236

Section XV. Estimated Revenues. Dickinson Avenue Project Fund, of Ordinance 07-126, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Appropriated Fund Balance ^F	\$ -	\$ 181,056	\$ 181,056

Section XVI. Appropriations. Dickinson Avenue Project Fund, of Ordinance 07-126, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer to General Fund ^F	\$ -	\$ 181,056	\$ 181,056

Section XVII. Estimated Revenues Capital Reserve Fund, of Ordinance 08-73, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer from Other Funds ^I	\$ 884,142	\$ 27,000	\$ 911,142

Section XVIII. Appropriations. Capital Reserve Fund, of Ordinance 08-73, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Increase in Reserve ^I	\$ 674,192	\$ 27,000	\$ 701,192

Section XIX. Estimated Revenues. Insurance Loss Reserve Fund, of Ordinance 08-73, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Appropriated Fund Balance ^H	\$ -	\$ 206,397	\$ 206,397

Section XX. Appropriations. Insurance Loss Reserve Fund, of Ordinance 08-73, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer to General Fund ^H	\$ -	\$ 206,397	\$ 206,397

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

Section XXII. This ordinance will become effective upon its adoption.

Adopted this 8th day of June, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

ORDINANCE NO. 09-____
CITY OF GREENVILLE, NORTH CAROLINA
DREW STEELE CENTER CAPITAL PROJECT FUND
BUDGET ORDINANCE

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

Section I. Estimated Revenues. It is estimated that the following revenues will be available for the Drew Steele Center Capital Project Fund:

130-0000-360-24.00 Donations \$500,000

Section II. Appropriations. The following amount is hereby appropriated for the Drew Steele Center Capital Project Fund:

130-6062-423.03-00 Construction \$500,000

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

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

Adopted this 8th day of June, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

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

Title of Item: Report on bids awarded

Explanation: The Director of Financial Services reports that the following bids were awarded during the months of April and May, 2009 and are to be included on the City Council agenda for information.

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

Fiscal Note: Expenditures of \$177,717.07 are appropriated in the 2008-2009 budget to purchase these items.

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

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- [Bid Tabulation Panasonic CF19 and Accessories 830240](#)
- [Bid Tabulation Bradford Creek Restroom Facility 828763](#)



City of Greenville, North Carolina

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

Title of Item: Public hearing on proposed Fiscal Year 2009-2010 Budgets

- a. Greenville Utilities Commission
- b. Sheppard Memorial Library
- c. Greenville-Pitt County Convention & Visitors Authority
- d. City of Greenville

Explanation: Attached are the 2009-2010 proposed City of Greenville and Greenville Utilities Commission budget ordinances. The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes the Sheppard Memorial Library and the Greenville-Pitt County Convention & Visitors Authority budgets.

The attached ordinances are submitted for consideration at the June 11, 2009 City Council meeting.

Fiscal Note: The Fiscal Year 2009-2010 ordinances provide revenues and appropriations for the following funds:

General Fund	\$ 70,299,166
Debt Service Fund	4,809,138
Public Transportation Fund	2,042,519
Sanitation Fund	5,731,978
Bradford Creek Golf Course Fund	935,125
Stormwater Utility Fund	4,586,259
Community Development Housing Fund	1,525,673
Dental Reimbursement Fund	239,008

Capital Reserve Fund	545,195
Vehicle Replacement Fund	2,752,690
Sheppard Memorial Library	2,436,321
Convention & Visitors Authority	843,279
Greenville Utilities Commission	269,968,839

Recommendation: Receive a staff presentation and conduct a public hearing on the proposed budget ordinances for Fiscal Year 2009-2010.

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[GUC_Budget_Ordinance_Fiscal_Year_2009_2010_830755](#)

[Original_Ordinance_FY_2009_2010_828986](#)

ORDINANCE NO. _____
CITY OF GREENVILLE, NORTH CAROLINA
2009-10 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2009 and ending June 30, 2010 to meet the subsequent expenditures, according to the following schedules:

	<u>REVENUE</u>	<u>BUDGET</u>
A. <u>Electric</u>		
	Rates & Charges	\$196,646,496
	Fees & Charges	725,000
	U.G. & Temp. Service Charges	236,400
	Miscellaneous	570,906
	Interest on Investments	525,000
	Equipment Loan	<u>540,000</u>
	 Total Electric Revenue	 \$199,243,802
B. <u>Water</u>		
	Rates & Charges	\$13,943,976
	Fees & Charges	386,756
	Capacity Fees	130,000
	Miscellaneous	159,602
	Interest on Investments	54,000
	Transfer from Capital Projects	<u>93,000</u>
	 Total Water Revenue	 \$14,767,334
C. <u>Sewer</u>		
	Rates & Charges	\$14,029,444
	Fees & Charges	367,297
	Capacity Fees	115,000
	Acreage Fees	255,000
	Pitt County	130,437
	Miscellaneous	105,906
	Interest on Investments	112,500
	Equipment Loan	278,000
	Transfer from Capital Projects	125,000
	Appropriated Fund Balance	<u>120,000</u>
	 Total Sewer Revenue	 \$15,638,584
D. <u>Gas</u>		
	Rates & Charges	\$39,585,974
	Fees & Charges	141,000
	Miscellaneous	125,145
	Interest on Investments	45,000
	Equipment Loan	<u>422,000</u>
	 Total Gas Revenue	 <u>\$40,319,119</u>
	 TOTAL REVENUE	 <u><u>\$269,968,839</u></u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2009 and ending on June 30, 2010, according to the following schedules:

BUDGET

Governing Body Department	\$3,698,904
Finance Department	\$16,781,578
Human Resources Department	\$3,026,402
IT Department	\$3,034,138
Customer Relations Department	\$4,302,009
Electric Department	\$185,064,450
Meter	\$2,545,712
Water Department	\$7,695,008
Sewer Department	\$7,640,099
Gas Department	\$35,620,108
Utility Locating Services	<u>\$560,431</u>
TOTAL EXPENDITURES	<u><u>\$269,968,839</u></u>

Section III: Amendments. (a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

Section IV: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 11th day of June, 2009.

Patricia C. Dunn, Mayor

Attest:

Wanda T. Elks, City Clerk

ORDINANCE NO.

CITY OF GREENVILLE, NORTH CAROLINA
2009-2010 BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2009 and ending June 30, 2010:

GENERAL FUND

Unrestricted Intergovernmental Revenues:

Ad Valorem Taxes;

Current Year Taxes - Operations	\$ 29,446,590	
Prior Year's Taxes and Penalties	194,848	
Subtotal		\$ 29,641,438

Sales Tax	\$ 13,736,686	
Video Prog. & Tele. Comm. Svcs Tax	978,431	
Rental Vehicle Gross Receipts	90,000	
Utilities Franchise Tax	5,338,099	
Motor Vehicle Tax	859,950	
Other Unrestricted Intergovernmental Revenues	706,259	
Subtotal		\$ 21,709,425

Restricted Intergovernmental Revenues:

Restricted Intergovernmental Revenues	\$ 847,977	
Powell Bill - State allocation payment	1,901,793	
Subtotal		\$ 2,749,770

Licenses, Permits, & Fees:

Privilege Licenses	\$ 609,418	
Other Licenses, Permits & Fees	2,391,085	
Subtotal		\$ 3,000,503

Sales and Services:

Rescue Service Transport	\$ 2,409,670	
Parking Violation Penalties, Leases, and Meters	281,464	
Other Sales and Services	1,457,480	
Subtotal		\$ 4,148,614

Other Revenues:

Other Revenue Sources	\$ 287,502	
Subtotal		\$ 287,502

Investment Earnings:

Interest on Investments	\$ 1,464,348	
Subtotal		\$ 1,464,348

Other Financing Sources:

Transfer in Greenville Utilities Commission	\$ 5,250,135	
Appropriated Fund Balance	2,076,906	
Other Transfers	805,041	
Subtotal		\$ 8,132,082

TOTAL GENERAL FUND REVENUES

\$ 71,133,682

DEBT SERVICE FUND

Powell Bill Fund	\$	50,176	
Occupancy Tax		538,246	
Transfer from General Fund		<u>4,220,716</u>	
TOTAL DEBT SERVICE FUND			<u>\$ 4,809,138</u>

PUBLIC TRANSPORTATION FUND

Operating Grant 2008-2009	\$	437,280	
Capital Grant 2008-2009		916,440	
Planning Grant 2008-2009		28,100	
State Maintenance Assistant Program		175,000	
Hammock Source		818	
Miscellaneous		100	
Pitt Community College Bus Fare		4,092	
Eastern Carolina Vocational Center Service Contract		1,488	
Bus Fares		100,000	
Bus Ticket Sales		55,000	
Pitt Co. Bus Service		4,185	
Interest on Checking		2,710	
Transfer from Gen Fund-Operating		<u>317,306</u>	
TOTAL PUBLIC TRANSPORTATION FUND			<u>\$ 2,042,519</u>

SANITATION FUND

Refuse Fees	\$	5,536,224	
NC Mosquito Control		10,000	
Recycling Revenue		5,000	
Cart and Dumpster		98,014	
Landfill Charges		48,840	
Transfer for General Fund		33,900	
TOTAL SANITATION FUND			<u>\$ 5,731,978</u>

BRADFORD CREEK GOLF COURSE FUND

Green Fees	\$	648,865	
Cart Fees		13,200	
Driving Range		120,000	
Concessions (Food & Beverage)		78,000	
Other (Tournaments, Rentals)		39,960	
Pro Shop Sales		<u>35,100</u>	
TOTAL BRADFORD CREEK GOLF COURSE FUND			<u>\$ 935,125</u>

STORMWATER MANAGEMENT UTILITY FUND

Utility Fee	\$	2,898,243	
Interest on Checking		60,616	
Appropriated Fund Balance		<u>1,927,400</u>	
TOTAL STORMWATER MANAGEMENT UTILITY FUND			<u>\$ 4,886,259</u>

COMMUNITY DEVELOPMENT HOUSING FUND (GRANT PROJECT FUND)

Annual CDBG Grant Funding	\$	797,582	
HUD City of Greenville		500,000	
Transfer from General Fund		<u>228,091</u>	
TOTAL COMMUNITY DEVELOPMENT HOUSING FUND			<u>\$ 1,525,673</u>

DENTAL REIMBURSEMENT FUND

Employer Contributions - City of Greenville	\$	174,851	
Employee Contributions - City of Greenville		<u>64,157</u>	
TOTAL CAPITAL RESERVE FUND			<u>\$ 239,008</u>

CAPITAL RESERVE FUND

Appropriated Fund Balance	\$	<u>545,195</u>	
TOTAL CAPITAL RESERVE FUND			<u>\$ 545,195</u>

VEHICLE REPLACEMENT FUND

Interest on checking	\$	50,000	
Transfer from other funds		<u>2,702,690</u>	
TOTAL VEHICLE REPLACEMENT FUND			<u>\$ 2,752,690</u>
TOTAL ESTIMATED CITY OF GREENVILLE REVENUES			<u>\$ 94,601,267</u>

SHEPPARD MEMORIAL LIBRARY FUND

City of Greenville	\$	1,100,392	
Pitt County		550,196	
Town of Bethel		26,805	
Town of Winterville		131,050	
State Aid		202,448	
Desk/Copier Receipts		123,562	
Interest		16,480	
Miscellaneous Revenues		43,983	
Greenville Housing Authority		10,692	
LSTA Grant		100,000	
Appropriated Fund Balance		<u>130,713</u>	
TOTAL SHEPPARD MEMORIAL LIBRARY FUND			<u>\$ 2,436,321</u>

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY

Occupancy Tax (2%)	\$ 524,347
Occupancy Tax (1%)	262,173
Interest on Checking	38,000
Appropriated Fund Balance	<u>18,759</u>
 TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND	 <u><u>\$ 843,279</u></u>

Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2009 and ending June 30, 2010:

GENERAL FUND

Mayor & City Council	\$ 428,288
City Manager	1,086,153
City Clerk	275,445
City Attorney	435,459
Human Resources	2,101,831
Information Technology	2,907,322
Fire/Rescue	12,127,343
Financial Services	2,218,950
Contingency	1,151,642
Police	20,599,719
Recreation & Parks	6,197,166
Public Works	9,653,824
Community Development	1,633,898
Capital Improvement	4,099,961
Transfers to Other Funds	6,216,681
 TOTAL GENERAL FUND	 <u><u>\$ 71,133,682</u></u>

DEBT SERVICE FUND

Debt Service	\$ 4,809,138
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PUBLIC TRANSPORTATION FUND

Transit	\$ 2,042,519
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SANITATION FUND

Sanitation Service	\$ 5,731,978
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BRADFORD CREEK GOLF COURSE FUND

Bradford Creek Golf Course \$ 935,125

STORMWATER MANAGEMENT UTILITY FUND

Stormwater Management Utility \$ 4,886,259

COMMUNITY DEVELOPMENT HOUSING PROGRAM FUND

Community Development Housing/CDBG \$ 1,525,673

DENTAL REIMBURSEMENT FUND

Dental Reimbursement Fund \$ 239,008

CAPITAL RESERVE FUND

Capital Reserve Fund \$ 545,195

VEHICLE REPLACEMENT FUND

Vehicle Replacement Fund \$ 2,752,690

TOTAL CITY OF GREENVILLE APPROPRIATIONS \$ 94,601,267

SHEPPARD MEMORIAL LIBRARY FUND

Sheppard Memorial Library \$ 2,436,321

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY

Pitt-Greenville Convention and Visitors Authority \$ 843,279

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders as of June 30, 2009, added to each appropriation as it appears in order to account for the expenditures in the fiscal year in which it was paid.

Section IV: Taxes Levied. There is hereby levied a tax rate of 52 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2009, for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section V: Salaries.

(a) Salaries of Elected Officials. The annual salaries of the Mayor, Mayor Pro-Tem, and other members of the City Council shall be as follows:

Mayor	\$ 11,500
Mayor Pro-Tem	\$ 7,800
Council Members	\$ 7,500

(b) Salary Cap of Greenville Utilities Commission Members. Pursuant to Section 4 of the Charter of the Greenville Utilities Commission of the City of Greenville, the monthly salaries of members of the Greenville Utilities Commission shall not exceed the following caps:

Chair	\$ 350
Member	\$ 200

Section VI: Amendments.

(a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the City Manager is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the City Council at its regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the City Manager may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the City Council as soon as possible, and the appropriate budget amendments are submitted at the next regular meeting.

Section VII: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2009-2010 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section VIII: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

Section IX: Distribution. Copies of this ordinance shall be furnished to the City Manager and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

ADOPTED this the 11th day of June, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

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

Title of Item: 2009 Edward Byrne Memorial Justice Assistance Grant

Explanation: 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. JAG 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 replacing along with other equipment.

The application must be submitted by July 9, 2009.

Fiscal Note: The City of Greenville will receive \$51,581 from the Edward Byrne Memorial Justice Assistance Grant (JAG). No local matching funds are required.

Recommendation: Conduct a public hearing to provide an opportunity for comments on the application for the 2009 Edward Byrne Memorial Justice Assistance Grant and approve submitting the application to the U. S. Department of Justice.

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City of Greenville, North Carolina

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

Title of Item: Presentations by boards and commissions

a. Planning and Zoning Commission

Explanation: The Planning and Zoning Commission is scheduled to make an annual presentation to City Council at the June 8, 2009 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended

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City of Greenville, North Carolina

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

Title of Item: Presentation by North Carolina's Eastern Region

Explanation: The North Carolina's Eastern Region Development Commission provides regional economic development services to a 13-county area including Pitt County. Commission President and Chief Executive Officer John Chaffee will provide a report on these services.

Fiscal Note: No cost to receive the presentation.

Recommendation: Receive a report presented by North Carolina's Eastern Region Development Commission.

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Attachments / [click to download](#)



City of Greenville, North Carolina

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

Title of Item: Town Common Master Plan Project

Explanation: 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 greenspace 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.

The second public input session built on the comments obtained from the first. Comments were distilled into categories, thus enabling staff to group like comments and create a final comment tally. This information was provided to the second session's participants. Then each participant selected their first, second, and third priority comment and voted for it.

Staff will briefly review the process up to this point and will then present a more detailed "roll-up" of the priorities and comments expressed by the citizen participants through these public input sessions. Staff will then discuss proposals for the next step in the process, including the goal of hiring a consulting architectural firm. This consultant will work with the base information gained from public input and ultimately develop a plan that will provide a "blueprint" for the future of the Town Common.

Fiscal Note:

A consulting architectural firm will be employed using funds from the 2004 General Obligation Bonds for Center City revitalization. The exact cost of this cannot be determined at this time as proposals must first be sought from interested firms.

Recommendation:

Authorize staff to proceed with a Request for Qualifications (RFQ) process for design of Town Common improvements, with subsequent approval of the selected design consultant by the Redevelopment Commission of Greenville.

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

Attachments / click to download

 [Town Common Master Plan Report](#)



4/27/2009

Town Common Master Plan Public Participation Report

Town Common Master Plan Public Participation Report

“As a mother of three small children, I would love to see some play equipment installed at the Town Common.”

Comment from K. Blount, Greenville, N.C.

Executive Summary

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 that culminated in the assembly of this document were designed to identify specific concerns with the park as it currently functions, while also gaining insight into the vision and priorities of Greenville’s citizens.

Town Common is unique in that all of Greenville’s residents consider it “their” park. Consequently, City staff felt compelled to achieve the maximum exposure for our planning efforts by going well beyond the typical public input process. To achieve this, the first public meeting was held in City Council Chambers. This enabled the event to be televised, thus achieving maximum exposure, and creating the opportunity for rebroadcast. Additionally, dedicated email and a phone message services were provided to further maximize public input potential.

The second public input session built on the information obtained from the first. Comments were distilled into categories, thus enabling City staff to group like comments and create a final comment tally. This information was provided to the second session’s participants. During that meeting, each participant selected their first, second and third priorities and provided a rationale for each. A detailed “roll-up” of these comments are provided in this document, with a brief comment summary is as follows:

Concerns:

- First Street is too wide, thus separating the park from the urban landscape. Despite this significant width, reasonable parking and access to Town Common is very constrained.

- The park is underutilized, with few if any recreational opportunities or amenities to attract users on a day to day basis.
- There is no meaningful connectivity to the Tar River.
- While the park's emphasis is on events, the event spaces are poorly thought out and designed. This results in considerable and unnecessary impact to the park green-space from a high level of vehicular traffic in the park during events.
- The radio tower facility should be removed due to appearance, space usage, and safety concerns.

Citizen Recommendations:

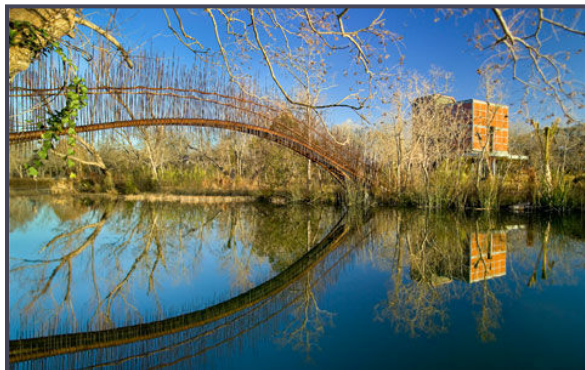
- Reduce the width of First Street to make Town Common more connected to Uptown Greenville. Use the space to make the street more park-friendly and interesting, provide event support sites, and parking spaces.
- The concept of a pedestrian bridge connecting the park to greenways on the north side of the river was highly supported.
- The park provides an opportunity for gardens, memorials, history education, and public art.
- A public structure that provides basic amenities (restrooms) and picnicking potential is needed. The aforementioned gardens/memorials, etc. could be incorporated into this structure.
- Meaningful river access and interaction was strongly supported, with the potential for canoe/kayak rental.
- Expand event opportunities, including movies.

The Town Common is a precious, unique space that requires a carefully conceived plan to meet its full potential. The participants in this planning process seemed to fully grasp this challenge and provided well founded insights throughout. The following is a list of priorities conceived during the public process. Each of these priorities will be developed in greater detail in later phases of this master planning project.

Public Priority: Tar River Pedestrian Bridge

1

Although the City's River Park North nature facility is plainly visible across the Tar River from Town Common, the two recreation facilities are currently not linked for pedestrians. Greenville's citizens indicated a strong priority for linking the two facilities by way of a pedestrian bridge. Construction of such a project will also link current and future phases of the City's Greenway System.



2

Public Priority: Structures

While the band shell structure on Town Common includes limited restroom facilities for use by performers, there are no public restroom facilities on the grounds for use by the general public. Portable chemical toilets are typically used for large public events such as the annual 4th of July celebration. Survey data and public meeting comments indicate a strong desire to provide permanent restroom facilities on the Town Common for use during events held on site. Survey results indicated some public interest in a multipurpose education structure as well.



3

Public Priority: Site Improvements

Much of the infrastructure in the Town Common is either dated, or was installed in an ad-hoc manner. Based on public input, favored site improvements include parking, lighting, walking trails picnic sites along with an improved esplanade.



4

Public Priority: Civic Art

Through both oral and written comments, the public strongly supported the inclusion of public art as part of any improvement program to the Town Common. Public art need not be a stand alone item, but instead can be integrated into such programming as “spray-grounds” and landscape elements.



5

Public Priority: Gardens

In its current configuration, the Town Common presents an open grassy park, with little formal landscaping other than small bushes and scattered canopy trees. Public comments included calls for formalized gardens perhaps along trails or through the creation of “pocket” memorial gardens.



6

Public Priority: Memorials

Over the years, a variety of memorials have been erected on Town Common to include those that honor veterans, a church that once stood on the site along with a sun dial commemorating the recent millennium. Public survey results point to the importance of memorials, while public comments emphasize the need for careful planning of the same memorials.



7

Public Priority: River Access

Despite its location along the southern bank of the Tar River, Greenville's Town Common provides surprisingly little opportunity for interaction with the river. Greenville's citizens favor additional access to the river including kayaking and access to trail systems along the river bank.



8

Public Priority: Vendor Spaces

While the provision of vendor spaces was not one of the higher public priorities, public comments indicated an understanding of the need to organize such spaces to facilitate events such as the annual 4th of July celebration and the International Festival.



TOWN COMMON MASTER PLAN

MASTER PLAN PROGRAMMING SURVEY 2009

PROGRAMMING ELEMENTS

PERSONAL PRIORITY

Please prioritize these elements by checking the appropriate box

	HIGH	MED	LOW	DON'T WANT
Buildings and Structures				
Space for Event Vendors	18	22	7	0
Public Restroom Facilities	35	9	4	1
Outdoor Movie Theater	19	16	12	1
Enclosed Shelter	15	16	13	5
Multi-Purpose Educational Building	15	9	18	6
Piers at River	23	12	6	2
*Pedestrian Bridge (Over Tar River to River Park North)	39	10	1	0
New Boat Launch	15	12	12	5
Small "SprayGround" Water Play Equipment	16	18	6	2
Picnic Sites (table on concrete pad, no shelter)	21	16	5	1
Visitor Center / Kiosk	18	4	8	7
Hardscape and Open Spaces				
Parking Lot and Vehicular Circulation Improvements	23	15	9	1
Additional Street Lighting	28	12	6	0
Waterfront Plaza / Promenade (Closer to Water)	19	16	8	1
Realignment of 1st Street with Traffic Calming	20	14	9	4
Site Lighting Improvements	26	11	2	1
Site Furnishings	14	19	7	2
Outdoor Chess Tables	11	15	15	4
Intimate Plazas	13	12	14	3
Spaces for Outdoor Public Art	25	15	7	1
Small Amphitheater for Outdoor Classes and Gatherings	12	17	9	5
Murals	12	16	11	6
Space for Memorials and Historical Information	23	15	11	3
Water Features and Fountain	17	12	11	1
Gardens	23	14	5	1
Walking Trails	31	10	0	0
Miscellaneous				
New Sound System at Amphitheater	15	16	12	5
Pedestrian Connections to Uptown	30	11	2	3
Relocate Radio Tower Off-Site	22	13	3	4

Public Comments

Pedestrian Bridge to River Park North

1. The City should develop both sides of the river to maximize available land for park use.
2. A bridge over the Tar River should be iconic and identifiable only to Greenville, North Carolina.
3. A connection from Town Common to River Park North would make both parks accessible to the public, and would actually increase the usage of River Park North.
4. The City should work on State funding to get the bridge over the Tar River as soon as possible.

Vendor Spaces

5. Vendors along the esplanade and the bridge across the Tar River to River Park North can help create an atmosphere where the City can have more community celebrations and festivals; these elements could bring more tourists to the City.

Gardens

6. A downtown trail should be created that connects to Town Common.
7. Gardens, memorials and pedestrian walks along the river would provide a place to come and relax; these elements would also bring visitors to the City, and act as a tourist attraction.

River Access (Esplanade, Piers, Boat Ramp)

8. The City should celebrate the Tar River; it is the focal point of both Town Common and River Park North.
9. The City should promote boating, kayaking and river tourism.
10. The City should incorporate a river boat that houses a restaurant; this boat should also have plays and live music.
11. The City should explore a trail of demand to River Park North by use of a ferry from Town Common.

Public Structures

12. There should be an Art Center
13. The existing amphitheater should be programmed and used as an outdoor classroom and informal incentive programs.
14. The existing amphitheater should be improved and a backstage area with lighting should be added.
15. Why can't the waterfront at Town Common look like the waterfront in "Little Washington?"
16. Support facilities for events should be housed at Town Common.
17. Town Common needs more picnic tables and a shelter.
18. The park needs public restrooms and a multi-purpose building that has a ticket center, a museum of history and tourist information center.
19. There should be a playground area for children.
20. Provide a doggie depot with water fountain (s).
21. The City should look into revenue generating events such as rental spaces for banquets and weddings.

Memorials

22. The City of Greenville should commemorate the history of the Tar River, and provide an overall history of the park.
23. The City should commemorate the history of the Tar River.
24. Sycamore Missionary Baptist Church is deserving of a proper memorial as well as the availability of historical information. There should be a permanent and more prominent landmark.
25. The history of this property and the river should be preserved. It may be the only way our children and grandchildren learn about the beginning of Greenville, the ancestry and the importance of the Tar River.

Public Art

26. There should be a cascading wall with accent lighting.
27. Public art is a great way to reproduce the values of a community. Please use this feature to promote interactivity and social engagements.
28. Public art always enhances a public park.
29. The Arts Council is willing to help out with public art ventures; the council could find artist for permanent and temporary art.

Site Improvements (Lighting, Parking, Paths etc.)

30. The use of storm water to create a water feature should be considered.
31. The scale of 1st Street is too large for users; the street should be narrowed, and traffic calming devices should be incorporated to promote downtown residential development.
32. Site improvements with ornamental lighting, site furnishing and parking are crucial in encouraging citizens to use Town Common routinely.
33. The City should narrow 1st Street and add diagonal parking with planted median.
34. The City should improve the visual and physical connection between Uptown Greenville and the river; there should be organized spaces and circulation.
35. Getting the site prepared for additional improvements should be the number 1 priority.
36. Additional lighting is important in addressing issues with security and safety in the park.



City of Greenville, North Carolina

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

Title of Item: Authorization to apply for Energy Efficiency and Conservation Block Grant (EECBG)

Explanation: As part of the American Recovery and Reinvestment Act (ARRA), Congress funded the Energy Efficiency and Conservation Block Grant program. The purpose of this program is to “assist eligible entities in creating and implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities; and
- Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.”

Activities and projects that are eligible for funding as part of the grant are listed at Attachment 1.

Greenville, based on its population, 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 (Attachment 2) 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.

A conceptual timeline for developing the strategy is at Attachment 3.

Fiscal Note:

The grant does not require matching funds. Costs associated with a consultant contract for assistance in developing the strategy are 100% reimbursable.

Recommendation:

Approve the initial grant application to obtain funding for the development of the strategy.

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

Attachments / click to download

 [Energy Efficiency and Conservation Strategy for Units of Local Governments and Indian Tribes 832112](#)

 [Energy Efficiency and Conservation Block Grant Timeline 831670](#)

 [EECBG Eligible Activities](#)

Energy Efficiency and Conservation Block Grant (EECBG)

ELIGIBLE ACTIVITIES

A list of eligible activities for use of program funds is contained in Sec. 544 of EISA. Additional activities may be eligible pending approval by the DOE. The activities below are therefore not an exhaustive list and should be used as a guide to the intent of the program. DOE encourages each entity to develop a strategy, including its component activities, that is likely to result in maximum energy efficiency improvements, fossil-fuel emission reductions, economic benefits and total energy use reduction.

1. Development of an Energy Efficiency and Conservation Strategy: Entities may use a grant received under this part to develop and/or implement a strategy for energy efficiency and conservation and to carry out activities to achieve the purposes of the program. All entities receiving direct formula grants from the DOE are required to submit a proposed strategy for approval.

2. Technical Consultant Services: Entities may retain technical consultant services to assist the eligible entity in the development of such a strategy, including formulation of energy efficiency, energy conservation, and energy usage goals; identification of strategies to achieve those goals through efforts to increase energy efficiency, reduce fossil fuel emissions or reduce energy consumption through investments or by encouraging behavioral changes. Entities may develop methods to measure progress in achieving the goals. Entities may develop and publish annual reports to the population served by the eligible entity describing the strategies and goals and the progress made in achieving them during the preceding calendar year.

3. Residential and Commercial Building Energy Audits: Entities may support the conduct of residential and commercial building energy audits.

4. Financial Incentive Programs: Entities may establish financial incentive programs and mechanisms for energy efficiency improvements such as energy saving performance contracting, on-bill financing, and revolving loan funds.

5. Energy Efficiency Retrofits: Grants may be made to nonprofit organizations and governmental agencies for the purpose of retrofitting existing facilities to improve energy efficiency.

6. Energy Efficiency and Conservation Programs for Buildings and Facilities: Entities may develop and implement energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity. The range of activities includes the design and operation of the programs; the identification of the most effective methods for achieving maximum participation and efficiency rates; public education; measurement and verification protocols; and identification of energy efficient technologies.

7. Development and Implementation of Transportation Programs: Entities may develop and implement programs to conserve energy used in transportation, including but not limited to:

- Employee flex time programs;
- Promoting use of satellite work centers;
- Development and promotion of zoning guidelines or requirements that promote energy efficient development;
- Development of infrastructure such as bike lanes and pathways and pedestrian walkways;
- Synchronization of traffic signals;
- State/locals/regional integrated planning activities (i.e. transportation, housing, environmental, energy, land use) with the goal of reducing greenhouse gas emissions and vehicle miles traveled;
- Incentive programs to reduce commutes by single occupancy vehicles;
- Improvements in operational and system efficiency of the transportation system such as implementation of intelligent transportation system (ITS) strategies;
- Idle-reduction technologies and/or facilities to conserve energy, reduce harmful air pollutants, and greenhouse gas emissions from freight movement; and
- Installation of solar panels on interstate rights-of-way to conserve energy in highway operations and maintenance activities.

8. Building Codes and Inspections: Entities may develop and implement building codes and inspection services to promote building energy efficiency.

9. Energy Distribution: Entities may implement distributed energy resource technologies that significantly increase energy efficiency, including:

- District heating and cooling systems
- Combined heat and power systems
- Cogeneration systems
- Energy Storage systems
- Absorption chillers
- Desiccant humidifiers
- Micro turbines
- Ground source heat pumps

10. Material Conservation Programs: Entities may implement activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency.

11. Reduction and Capture of Methane and Greenhouse Gases: Entities may use grant funds to purchase and implement technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar waste-related sources, such as wastewater treatment plants, operations producing food waste, dairy farms and other animal operations.

12. Traffic Signals and Street Lighting: Entities may use grant funds to replace traffic signals and street lighting with energy efficient lighting technologies, including light emitting diodes; and any other technology of equal or greater energy efficiency.

13. Renewable Energy Technologies on Government Buildings: Entities may use grant funds to develop, implement, and install on or in any government building of the eligible entity onsite renewable energy technology that generates electricity from renewable resources, including solar energy; wind energy; fuel cells; and biomass.

14. Any Other Appropriate Activity: Entities may submit any other appropriate activity for approval in the Energy Efficiency and Conservation Strategy.

Attachment 2

Energy Efficiency & Conservation Strategy for Units of Local Governments & Indian Tribes

As detailed in Part 1 of this announcement, all applicants must submit an Energy Efficiency and Conservation Strategy (EECS). Units of local government and Indian tribes have the option of submitting the EECS no later than 120 days after the effective date of the award or at the time of application. Units of local government and Indian tribes who chose to submit the EECS at the time of application shall use the format contained in Attachment D. This form should be saved in a file named "UIC-Strategy.pdf" and click on "Add Optional Other Attachment" to attach.

Grantee: Date: (mm/dd/yyyy)

DUNS #: Program Contact Email:

1. Describe your government's proposed Energy Efficiency and Conservation Strategy. Provide a concise summary of your measurable goals and objectives, which should be aligned with the defined purposes and eligible activities of the EECBG Program. These goals and objectives should be comprehensive and maximize benefits community-wide. Provide a schedule or timetable for major milestones. If your government has an existing energy, climate, or other related strategy please describe how these strategies relate to each other.

Attachment 2

2. Describe your government's proposed implementation plan for the use of EECBG Program funds to assist you in achieving the goals and objectives outlined in the strategy describe in question #1. Your description should include a summary of the activities submitted on your activity worksheets, and how each activity supports one or more of your strategy's goals/objectives.

Attachment 2

3. Describe how your government is taking into account the proposed implementation plans and activities for use of funds by adjacent units of local government that are grant recipients under the Program (response not mandatory for Indian Tribes).

4. Describe how your government will coordinate and share information with the state in which you are located regarding activities carried out with grant funds to maximize energy efficiency and conservation benefits (response not mandatory for Indian Tribes).

Attachment 2

5. Describe how this plan has been designed to ensure that it sustains benefits beyond the EECBG funding period.

6. The President has made it clear that every taxpayer dollar spent on our economic recovery must be subject to unprecedented levels of transparency and accountability. Describe the auditing or monitoring procedures currently in place or that will be in place (by what date), to ensure funds are used for authorized purposes and every step is taken to prevent instances of fraud, waste, error, and abuse.

Attachment 3

Conceptual Schedule for Developing the Energy Efficiency and Conservation Strategy

(Actual timeline depends on date of initial award)

- RFPs issued Friday, May 8, 2009
- RFPs due by 4 pm Friday, May 22, 2009
- Selection Friday, May 29, 2009
- Award Consultant Contract no later than June 15, 2009 *
- Submit initial application to DOE not later than June 25, 2009
- Brief City Council on goals and objectives of the Strategy on August 13, 2009
- Strategy approved by City Council week of November 9, 2009
- Submit final application to DOE no later than November 20, 2009



City of Greenville, North Carolina

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

Title of Item: 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

Explanation: The Greenville Police Department receives requests for temporary street closings for special events such as Pirate Fest, the downtown bicycle races, 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 such as those listed above.

Fiscal Note: Minimal fiscal expense of approximately \$400 for ordering temporary signs and associated hardware for the enforcement of this ordinance.

Recommendation: Approve the attached ordinance authorizing the Chief of Police or a designee to establish temporary no parking restrictions for special events.

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

Attachments / click to download

[Ordinance Revised Temporary Parking 827258](#)

ORDINANCE NO. 09-

AN 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

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

Section 1. That Chapter 2 of Title 10 of the Code of Ordinances, City of Greenville, is hereby amended by adding a section, to be numbered 10-2-149, to read as follows:

Section 10-2-149. Temporary Parking Restrictions for Special Events

- (a) The Chief of Police or designee is authorized to temporarily prohibit parking on public streets, highways and alleys and on the lots, garages, or other facilities owned or leased by the city for a special event for a period of time as needed for the special event, but not in excess of 48 hours. Special events shall include, but are not limited to, festivals, parades, bicycle races, football games and other events where allowing parking would present a safety or operational hazard to the citizens of Greenville.
- (b) When parking has been temporarily prohibited pursuant to the provisions of this section, notification of the prohibition shall be made as follows:
 - (1) At least forty-eight hours prior to the commencement of the time period which the restriction or prohibition of parking is effective, notice will be posted in at least two (2) conspicuous locations adjacent to or upon the street, highway or alley or lot, garage or other facility which will have prohibited parking. The notice shall remain posted until the expiration of the time period which the prohibition of parking is effective.
 - (2) The notice shall state the time and date the parking will be prohibited.
 - (3) The notice shall state that violators are subject to a parking citation and any vehicle parked in violation will be towed at the owner's expense.
- (c) No person shall park a vehicle on a street, highway or alley or on a lot, garage, or other facility in violation of a temporary parking prohibition designated pursuant to the provisions of this section.
- (d) No person shall, without lawful authority, attempt to or in fact alter, deface, injure, knock down, possess or remove any notice posted pursuant to the provisions of this section.

- (e) Any violation of this section shall subject the offender to a civil penalty as set forth in the Manual of Fees for the City of Greenville and any vehicle parked in violation shall be towed and removed at the expense of the vehicle's owner.

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

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

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

This the 8th day of June, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk