



Agenda

Greenville City Council

September 8, 2008
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Mayor Dunn

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Consent Agenda

1. Minutes of the August 11 and August 14, 2008 City Council meetings
2. Supplemental Agreement with the North Carolina Department of Transportation for the South Tar River Greenway Project
3. Acceptance of the 2008 Edward Byrne Memorial Justice Assistance Grant
4. Appointment of North Carolina Eastern Municipal Power Agency (NCEMPA) Commissioner and 1st Alternate Commissioner
5. Ordinance amending Greenville Utilities' FY 2008-2009 Budget
6. Budget ordinance amendment #3 to the 2008-2009 City of Greenville budget
7. Report on bid awarded

VII. New Business

8. Presentations by boards and commissions
 - a. Human Relations Council
9. Report on Off-Leash Dog Area
10. Amended Municipal Infrastructure Reimbursement Agreement for the Thomas Langston Road Extension
11. Policy for implementing the Leadership in Energy and Environmental Design (LEED) system (“Green Building”) in the City's Building Program
12. Resolution affirming support and partnership with the 2010 Census
13. Proposed 2009 City Council Meeting Schedule

VIII. Review of September 11, 2008 City Council agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Minutes of the August 11 and August 14, 2008 City Council meetings

Explanation: Drafts of the August 11 and August 14, 2008 City Council minutes have been prepared and are ready for City Council consideration.

Fiscal Note: None.

Recommendation: Approval of the August 11 and August 14, 2008 City Council minutes.

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

Attachments / click to download

[August 11 2008 City Council Meeting Minutes 779653](#)

[August 14 2008 City Council Minutes 779501](#)

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
August 11, 2008

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

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

APPROVAL OF AGENDA

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

CONSENT AGENDA - APPROVED

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to approve all the items under the consent agenda as listed below. Motion carried unanimously.

- 1) Minutes for the June 2, June 9, June 12, and June 23, 2008 City Council meetings
- 2) County & Municipality Appointment Forms for 2007-2008
- 3) Resolution creating the Cable Television Government Access Channel Ad Hoc Advisory Committee (Resolution No. 08-41)
- 4) Resolution accepting dedication of rights-of-way and easements for Addison Place, Lot 1; Charleston Village, Section 3; and Charleston Village, Section 5 and a Revision of Lots 105-177, Section 3, Charleston Village (Resolution No. 08-42)
- 5) Resolution requesting support and funds from the State of North Carolina for a storm drainage improvement project in the Dickinson Avenue area (Resolution No. 08-43)
- 6) Amendment to contract with Kimley-Horn and Associates for Phase I of the Stantonsburg Road/Tenth Street Connector Project (Contract No. 1429B)
- 7) Agreement with Pitt Community College to construct an affordable home at 604 Ford Street (Contract No. 1710)
- 8) Emergency fire escape for the Little Willie Center at the Lucille Gorham Intergenerational Center

- 9) Municipal Infrastructure Reimbursement Agreement with Reggie Spain Construction, LLC (Contract No. 1711)
- 10) Resolution accepting the North Carolina League of Municipalities Green Challenge (Resolution No. 08-44)
- 11) Reimbursement resolution for Greenville Utilities Commission's Electric Distribution System Expansion (Resolution No. 08-45)
- 12) Water system capital projects budget ordinance for Greenville Utilities Commission's Groundwater Supply Optimization Project (Ordinance No. 08-77)
- 13) Ordinance amending the water capital projects budget for Greenville Utilities Commission's Stokes Water Interconnection Project (Ordinance No. 08-78)
- 14) Ordinance amending the FY 2008-09 Budget by reclassifying a position in the City Manager's Office (Ordinance No. 08-79)
- 15) Budget ordinance amendment #2 to the 2008-2009 City of Greenville budget and amendment to Ordinance 07-139, Convention Center Expansion Capital Project (Ordinance No. 08-80)
- 16) Various tax refunds

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Eric LYoung	Refund of City Taxes Paid	\$208.38
Edward & Sophia Simms	Refund of City Taxes Paid	\$109.10
Jerry W. & Patricia A. Hogan	Refund of City Taxes Paid	\$125.89
Nancy Newkirk Refund of City Taxes	Paid	\$124.51
- 17) Report on bids awarded

PRESENTATIONS BY BOARDS AND COMMISSIONS

Redevelopment Commission

Mr. Dennis Mitchell, Chair, stated that construction is scheduled to begin in October on Nathaniel Village, which will consist of 48 affordable multi-family rental units. The development is made possible by the award of \$3.5 million in affordable housing tax credits as well as through funding by the City of Greenville. There are between three and four private sector developments under design for the Uptown area, including new office, residential and retail space. Although the recent downturn in the economy is of concern, it appears that these projects will proceed to the construction phase in the coming year. First Street Lofts under construction at First and Pitt Streets represents the first new residential housing in Greenville's Center City constructed in the last 20 years. Over the last year, the Redevelopment Commission has granted funds to six different West Greenville businesses totaling \$27,000 in turn leveraging over \$50,000 of expenditures. Business improvements have taken place at the Franklin Baking Company as well as Flanagan's Funeral Home and office buildings along West Fifth Street and Dickinson Avenue. In the coming months, two pilot streetscape projects will be bid, one along West 5th Street and one in the Cotanche and Reade Street area. The City's comprehensive wayfinding project will soon be ready for bidding. Installation is expected to take place in early 2009, and it is expected that the new system will have a positive impact for both visitors and residents alike. Each project will incorporate some of the first civic art projects dedicated in the City of Greenville.

Mr. Mitchell continued by stating that with recommendations due from the Small Business Incubator Steering Committee in December, it is expected that a feasibility report on the incubator project will be ready in the early part of 2009. This feasibility study will provide the Redevelopment Commission and the City Council with a roadmap for developing an incubator site in the West Greenville area. Also, through a collaborative process, the Redevelopment Commission and Uptown Greenville are soliciting public input and completing a visioning process that could lead to the designation of a site in the Uptown Area that might better serve the needs of the public. It is envisioned that such a site could serve as host to smaller public events such as Freeboot Friday as well as a place to host an open air market. After more than a year of hard work, a group made up of design professionals and other volunteers will be ready to roll out a set of design guidelines applicable to a large area within the Center City. The guidelines will provide a guide that will address the form, scale and visual character of renovation and new construction projects in the Center City.

Firefighter's Relief Fund Committee

Mr. Don Mills, Chairperson, explained the purpose of the committee and the membership. It provides pension benefits for all retirees in the department. Last year, 53 retirees received funds totalling \$25,000. Four scholarships were also awarded to the children of firefighters, totaling \$6000. The Committee also provides death benefits to the families of deceased firefighters, having paid out \$12,000 in the past year. During this year, the Board voted to increase the death benefit from \$3000 to \$5000. Ken Lang recently resigned after 10 years of service to the Committee.

UPDATE ON BLUE RIBBON TASK FORCE TO END CHRONIC HOMELESSNESS IN PITT COUNTY

Planner Sandra Anderson introduced Ruth Peebles of the INS Group and Co-Chairs of the Blue Ribbon Task Force to End Chronic Homelessness in Pitt County, Robert Thompson and Albert Shuler. The INS Group was contracted to coordinate the Ten-Year Plan to End Chronic Homelessness in Pitt County. The draft goals and strategies, draft implementation and draft Economic Impact of Homelessness in Pitt County was presented.

Ms. Ruth Peebles stated that the Blue Ribbon Task Force (BRTF) began work in January 2008. The Task Force includes approximately 50 representatives from various groups within Pitt County appointed by the City of Greenville City Council and Pitt County Commissioners. It is committed to a 10-month planning process that included a series of committee meetings, public forums and focus groups. The Management Advisory Team has provided oversight for the process. The final Task Force meeting was held on July 17, public distribution of the first draft of the plan occurred in August 2008, the public hearings are scheduled for September 2008, the unveiling of the plan is scheduled for November 2008, and implementation will begin in 2009.

Dr. Bob Thompson stated that homelessness affects more people than is realized. There were 131 homeless individuals, 11 of whom were classified as chronically homeless, 15 as veterans, 13 as domestic violence victims, and 9 were families (with a total of 18 children). Pitt County

Schools documented 112 unduplicated students as homeless from September 2007 to April 2008, representing 82 families. The recommendations being made tonight are not about ending homelessness; they are about ending chronic homelessness, which is an unaccompanied, disabled individual who has been persistently homeless for more than a year or for four or more episodes over a period of three years. The recommendations of the report are directed at those individuals, taking the steps to help people who do fall in that category. The chronically homeless consume over 50% of resources expended on services for the homeless population. The chronically homeless are more likely to utilize services for health care, mental health services and substance abuse services through the most expensive service options, such as the emergency room. Public systems are used in an inefficient and costly way. Mr. Thompson continued by stating that through the study, it was found that there are 13 individuals identified by the Pitt County Detention Center, Greenville Police and the Greenville Community Shelter to develop a list of individuals in Pitt County who could be classified as chronically homeless. Specific cost information was obtained from the Pitt County Detention Center, Pitt County Memorial Hospital, Greenville & Pitt County EMS agencies, and the Greenville Police Department. Pitt County spends at least \$1,982 per person per month or \$23,786 per person annually in hospital, emergency room services and incarceration. The total cost to Pitt County for those 13 individuals is calculated to be \$309,210 annually. Permanent supportive housing for the chronically homeless person decreases the cost of emergency health and medical services facilities. It is less expensive to provide permanent supportive housing than to maintain homeless individuals in treatment facilities or hospitals. The recommendations of the Task Force are also about developing infrastructure within the community. It is clear that the infrastructure serves a lot of people, but it is a bandaid; it helps them today but not tomorrow. It is also about being wiser with the resources to impact more people and to help more than is being done now. It has to be a partnership between the City, County, and nonprofits to make it work.

Dr. Albert Schuler stated that his church works with homelessness on a daily basis. Part of working with the homeless is giving them a second chance, and Jarvis United Methodist Church has done this in every way. It has a responsibility to reach out. He asked that the Council be proactive instead of reactive. The goals of the Task Force are to provide community-based services and support to prevent homelessness before it happens and diminish risks for homelessness to recur. Another goal is to create adequate short-term housing options and supportive permanent housing for those who are chronically homeless or at risk of becoming homeless. The proposed implementation budget, based on other agencies, is \$184,000 over a two-year period. It is anticipated that implementation will begin in 2009.

RECOMMENDATION BY HISTORIC PRESERVATION COMMISSION TO INCREASE THE FACADE IMPROVEMENT GRANT MAXIMUM GRANT AWARD - APPROVED

Planner Tom Wisemiller explained that the purpose of the facade improvement grant is to provide \$2500 matching grants as an incentive for property and business owners to complete substantial exterior building renovations, thereby encouraging good design, capitalizing on the original building fabric, and preserving Greenville's unique character. The project boundary is the uptown central business district, including portions of Dickinson Avenue and Evans Street south of Reade Street. Since 1999, there have been 102 reimbursement requests totalling \$159,000. Over \$765,000 in total project receipts have been leveraged. Facade grants have

supported many modest but significant repairs, leveraged extensive renovations of historic uptown commercial buildings, and contributed to major projects like the \$2 million Self-Help Center. The Historic Preservation Commission believes that increasing the maximum grant amount to \$5,000 will better support changing investment climate in the Center City by increasing competition for awards, prioritizing higher visibility facades and projects that will have higher visual and economic impacts, and providing a stronger incentive for mid-to-large scale building renovations. Staff recommends increasing the maximum per facade grant award to \$5,000.

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to approve the recommendation from the Historic Preservation Commission to increase the maximum Facade Improvement Grant award from \$2,500 to \$5,000 per facade. Motion carried unanimously.

RESOLUTION CONSENTING TO REINTERMENT OF GRAVES FROM THE FORBES FAMILY CEMETERY TO HOMESTEAD MEMORIAL GARDENS – CONTINUED TO SEPTEMBER 11, 2008

City Manager Bowers explained that a letter was received from Of Grave Concerns, Inc. on behalf of East Carolina University requesting that the City consent to the relocation of the Forbes Family Cemetery from MacGregor Downs Road to Homestead Memorial Gardens located on East Tenth Street. North Carolina law requires that prior to moving a cemetery, consent must be secured from the municipality in which the cemetery is located.

Mr. John Clauser of Of Grave Concerns, Inc. stated that the Forbes family cemetery was overgrown and in disarray. In addition to moving the graves for development, they are looking for long-term care for the remains in the graves. There are 43± graves. The request was advertised on June 4, 11, 18 and 25 in accordance with State law. A member of the family came out and supported the move, and they were able to come up with the names of some of the individuals. Two tombstones that were out of place were found. The graves are unmarked. The move to Homestead Memorial Gardens will be attempted by a licensed funeral director, and Mr. Ward Sutton will do the interment. Dr. Ewing from East Carolina University will assist. The family members were happy about the move.

Dr. Scott Buck of East Carolina University stated that the Forbes family cemetery is on property purchased for the Dental School. When the survey was done, there appeared to be just a few graves. When they went out there, however, there were more. East Carolina University was concerned about the expansion plans and enlisted the services of Ward Sutton. They will make every effort to be sensitive and go into an area and be inclusive to make sure that the graves are identified and handled with care. As far as identifying family members, there was an outreach in the community with some of the funeral home directors.

City Attorney Dave Holec stated that there is concern from the Public Works Department that City regulations limit the number of bodies that can be placed in a grave, and the City would need to adhere to those regulations.

Public Works Director Wes Anderson stated that there had been no change in the ordinance.

Mr. Ward Sutton, owner of Cemetery Services, stated that all he does is relocate cemeteries. He has met with the Public Works Department and was told that he could put five bodies per grave as long as they are in a vault, which is standard. His insurance company requires him to meet or exceed Department of Transportation specs, and five boxes per grave is what it requires. The box used is 24 x 16 x 12. Each individual will keep his or her identity. Most graves in this particular cemetery are 50 to 75 years old.

City Attorney Holec reiterated that the City Code says one body per grave. However, the Council could waive that, if they wish.

Public Works Director Wes Anderson stated that no research has been done to determine whether it has been done before.

City Attorney Holec recommended that the Council continue this request until the August 14, 2008 meeting in order to allow the research to be done.

Motion was made by Council Member Kittrell and seconded by Mayor Pro-Tem Council to continue this request to Thursday, August 14, to allow staff time to discuss. Motion carried unanimously.

Council Member Glover suggested that Council be provided more information about the cemetery, its history and who is buried there.

RESOLUTION APPROVING RECOMMENDATIONS IN NORTH CAROLINA DEPARTMENT OF TRANSPORTATION'S "TRAFFIC SEPARATION STUDY FOR THE CITY OF GREENVILLE" AND THE "GREENVILLE RAIL IMPROVEMENTS STUDY" - ADOPTED

Public Works Director Wes Anderson stated that during the June 12, 2008 City Council meeting, representatives from the North Carolina Department of Transportation (NCDOT) and their consultant, STV/Ralph Whitehead & Associates, presented a summary of the recommendations presented in the Greenville Traffic Separation Study (TSS). This Study was conducted to determine what safety improvements should be made at existing highway/rail grade crossings within the city and if highway/rail at-grade crossings should be closed. It involved a systematic review of rail crossing safety that evaluated traffic (both rail and highway) patterns and road usage for the area in order to determine required safety improvements and/or elimination of public grade crossings. Following the presentation, the City Council held a public hearing to receive public comments on the Study. Based on the comments and discussions, the City Council made a recommendation not to support closing the Fourth Street at-grade crossing but to improve the crossing's safety mechanisms. The City Council did not indicate any other major concerns or issues with the recommendations of the Study. NCDOT has completed the final report based on the comments and discussions presented in June. The recommendations have been revised to include improving the safety mechanisms at the Fourth Street at-grade crossing so that it may remain open. The other recommendations have remained as presented in June.

The implementation of the recommended improvements will be subject to the availability of Federal funds administered through the Department of Transportation. As funding becomes available, the City will enter into a municipal agreement with NCDOT that will assign responsibilities for the improvements at each crossing and the cost share. The City's share is typically 10% of the total project costs. The City is also responsible for the annual equipment maintenance costs for each crossing, which are paid to the railroads. The municipal agreements for the improvements will be presented to the City Council for consideration as these projects are developed. During the City Council's June 9, 2008 meeting, City staff presented a summary report on the Department of Transportation's "Greenville Rail Improvements Study". The purpose of the Study was to analyze various alternatives for rail improvements in the vicinity of the CSX Transportation (CSXT) and CLNA railroads interlocking located in Greenville, assess operational issues, develop project cost estimates, and identify potential funding sources. The City Council approved a motion to support the four recommendations presented in the Rail Improvements Study, which were:

- Construction of a new northeast wye connection track near the CSXT/CLNA railroad at-grade crossing;
- Relocation of the CSXT switching yard/operation to a new yard located north of the NC 903/NC 11 intersection;
- Modification of the existing CSX switching yard to mitigate impacts associated with the removal of CLNA's existing wye track to accommodate the construction of the new northeast wye connection track; and
- A crosstie replacement program along the CLNA rail line to improve safety and operations of the line.

City staff has reviewed and concurs with the recommended improvements presented in the North Carolina Department of Transportation's "Traffic Separation Study for the City of Greenville" and the "Greenville Rail Improvements Study". Mr. Anderson reiterated that the Fourth Street section would not be closed, but would be improved instead. The ones that will be closed include Gum Road, Dudley Street, Alley Street, Skinner Street, and South Pitt Street.

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adopt the resolution approving the recommendations in the North Carolina Department of Transportation's "Traffic Separation Study for the City of Greenville" and the "Greenville Rail Improvements Study". Motion carried unanimously. (Resolution No. 08-47)

ORDINANCE AMENDING ON-STREET PARKING RESTRICTIONS FOR "CONTROLLED RESIDENTIAL PARKING AREAS" - ADOPTED

City Engineer David Brown stated that the proposed revisions to the "Controlled Residential Parking Areas" section of the City Code will prohibit on-street parking for designated streets or limit parking to no longer than two hours during restricted periods. These streets will be identified in the Schedule of Traffic Regulations, as approved by the Public Works Director. The Tar River-University Neighborhood Association asked staff to modify the City's Controlled Residential Parking Program to provide residents on streets where a "Controlled Residential Parking Area" has been designated with the opportunity for on-street parking without competing

with ECU commuters and visitors between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Only those residents on a street designated as a controlled residential parking area may obtain a residential parking permit decal and may park their vehicles on the street all day, unless otherwise prohibited or restricted. Under the existing ordinance, commuters and visitors may park in these areas for a two-hour period. The Tar River-University Neighborhood Association's request was made to provide all residents in these areas with the opportunity for on-street parking in an area adjacent to their residences. The ordinance and its impact have been discussed with the appropriate representatives of the neighborhood association and East Carolina University. The provisions of the ordinance have been reviewed with the Public Transportation and Parking Commission.

Upon being questioned, Mr. Brown stated that each homeowner can get up to three permits.

Motion was made by Council Member Spell and seconded by Council Member Joyner adopt the ordinance amending on-street parking restrictions for "Controlled Residential Parking Areas". Motion carried with a vote of 5:1. Those voting in favor of the motion included Mayor Pro-Tem Council and Council Members Spell, Kittrell, Joyner, and Mercer. Council Member Glover voted in opposition. (Ordinance No. 08-81)

CONTRACT AWARDS FOR GREENVILLE CONVENTION CENTER--2008 EXPANSION AND IMPROVEMENTS PROJECT – APPROVED

Director of Public Works Wes Anderson stated that bids were received for the Convention Center 2008 Expansion and Improvement Project. Hudson Brothers submitted the lowest responsive bid for the general construction work in the amount of \$972,000. The work will involve the addition of a 5,700 square foot storage area with a mezzanine level, installation of walk-in coolers, and recovering the wall partitions in the exhibit hall. Atwell Construction Company was the lowest responsive bid for the site construction work in the amount of \$332,720. As part of this work, the contractor will be responsible for constructing an additional 168 parking spaces on the west side of the building with associated improvements. Funding will be provided through funds remaining from the initial Convention Center Project, the rental and sale of the old Pizza Hut property, and the occupancy tax receipts. The proposed budget is \$1,369,920.

Motion was made by Council Member Joyner and seconded by Council Member Kittrell to award contracts to Hudson Brothers Construction Company for the general construction work in the amount of \$972,200 and Atwell Construction Company for the general construction work in the amount of \$332,720. Motion carried unanimously. (Contract Nos. 1712 and 1713)

FALSE ALARM REDUCTION REPORT

Chief of Police William Anderson reviewed the False Alarm Reduction Report.

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Introduction

On May 10, 2007, the Greenville City Council enacted the False Alarm Ordinance to become effective July 1, 2007, as part of the 2007 City Council goals. Below is a summary report of false alarm activity for the period from October 1, 2007 through July 31, 2008. This report also includes staff recommendations for the improvement of the program.

Public Awareness Campaign

The police department conducted a public awareness campaign during the months of July and August 2007. The following activities were initiated during that period:

- The False Alarm Reduction Unit met with local alarm companies on two occasions to educate them on the new program and solicit their assistance in notifying their customers.
- The City's alarm management services contractor, AOT Public Safety Corporation (PSC) collected customer and address information from the alarm companies that voluntarily chose to supply their information. Educational materials and permit application were forwarded to every address that was supplied.
 - Several companies did not provide their information until after the first of the year. Mailings have gone out as recently as May 2008.
 - The Police Department continues to identify alarm companies that are not registered with the City. The current ordinance requires each alarm systems business to register with the City annually through PSC. When an unregistered company is identified they are encouraged to comply with the ordinance and their customer service information is solicited so their customers can be fully informed of the False Alarm Reduction Program.
- The Greenville Police Department, with the assistance of the City of Greenville IT Department, supplied PSC with the names and addresses of all the alarm locations that we had responded to in previous years. Alarm and permitting materials were mailed to those addresses.
- Two City Scene segments were produced and aired by Steve Hawley's staff on GTV9.
- Scrolling information was regularly aired on the government access cable channel.
- The Greenville Police Department web-site was updated with a separate page for the False Alarm Reduction Unit. This page provides permitting information, false alarm tips, and a link to the false alarm ordinance.
- During the educational campaign, the main page of the City of Greenville web-site displayed a small add with links to the false alarm page.
- Two articles were featured in the Daily Reflector.
- Police personnel appeared on all three local television networks to announce the program and permit requirements.
- Police personnel appeared on local radio/cable TV, including Talk of the Town.
- Brochures and other advertising materials have been produced and distributed.
- Crime Prevention and other police personnel discuss the program and provide materials at community meetings.

On-going efforts:

- False alarm coordinator has met with Pitt County realtors to solicit their support and provide educational materials to their customers.
- Educational materials are being supplied to alarm installers that can be identified to distribute to their customers.
- False alarm coordinator is developing information to be mailed along with an upcoming GUC bill.

Total Permits Issued

As of July 31, 2008, the number of alarms systems permitted was 2,822. The total permit fees paid to date is \$42,331.

Alarm Statistics

	<u>2006</u>	<u>2007</u>	<u>Increase/Decrease</u>
October	558	424	-24%
November	577	449	-22%
December	566	438	-23%
	<u>2007</u>	<u>2008</u>	
January	612	441	-26%
February	505	405	-19%
March	551	392	-29%
April	634	370	-41%
May	539	363	-32%
June	458	400	-13%
July	683	391	-43%
Total	5,683	4,080	-28%

Activity Summary

To date 2,871 false alarms have been processed.

Alarms Response Percentage

1330	First Alarm	46%
591	Second Alarm	21%
322	Third Alarm	11%
211	Fourth Alarm	7%
130	Fifth Alarm	5%
87	Sixth Alarm	3%
58	Seventh Alarm	2%
38	Eighth Alarm	1%
27	Ninth Alarm	1%
80	Over Nine	3%

The False Alarm Ordinance mandates that after the eighth false alarm the systems permit may be revoked. No permits have been revoked or suspended.

Alarms by Location

49	2%	Federal government buildings
1863	65%	Commercial locations
628	22%	Residential locations
326	11%	Unregistered alarms/type unknown
5	>1%	Other

Alarm Fines, Fees, Appeals and Refunds

Total False Alarm Fines	\$ 271,700
Total Fines Paid	\$ 119,809
Appeals and Refunds	\$ 131,865

Total monies paid to date for all fines, fees, delinquency fees, and permits

\$119,809	Fines and fees associated with false alarm response
\$ 42,331	Permits
\$ 25,096	Delinquent Fees and overpayments
\$187,236	Total Monies Paid

Appeals

There have been 215 written appeals to date. The majority of appeals have been granted some level of relief. To date \$14,627 has been refunded and \$117,239 in appeals has been granted. In addition, \$52,915 in alarm related fines have been granted and \$64,324 in delinquent fees and non-permit fines have been granted.

Recommendations

While the False Alarm Reduction Program has been in existence for a 10-month period with an average reduction rate of some 28%, staff is recommending the following changes to further improve the program.

1. Fine Structure

Current:

- (a) First and second false alarms: \$25 each; however, if the alarm operator has a valid alarm permit, then there is no civil penalty for the first false alarm;
- (b) Third and fourth false alarms: \$50 each;
- (c) Fifth and sixth false alarms: \$100 each;
- (d) Seventh and eighth false alarms: \$200 each;
- (e) Ninth and above false alarms: \$400 each;

Proposed:

- (a) First alarm free (educational opportunity)
- (b) Second alarm free to a permitted alarm system
- (c) Third and fourth alarm: \$25
- (d) Fifth and sixth alarm: \$50
- (e) Six or More Alarms: \$100

The large percentage of alarm systems experience less than three false alarms in a permit year. The purpose of the false alarm program is to reduce the number of false alarm responses and address habitual abusers. With this proposed change, the program would have limited impact on the majority of alarm system operators.

The current contract with PSC is based on the present fine structure. The contract can be re-negotiated for its duration or cancelled and the cancellation fee paid.

2. Non-permit fine

Current:

- (f) In addition to the foregoing fines, an additional civil penalty for false alarms

from a non-permitted alarm system is \$200. The Chief of Police may reduce this amount to \$50 if the alarm system is permitted within 10 days of the false alarm.

Proposed:

Maintain the non-permit fine at \$200. However, change the incentive to become permitted from 10 days to 45 days. If the alarm is permitted with the time frame of the incentive, the non-permit fine is waived.

This change will still provide a substantial penalty for remaining non-permitted alarms. Experience has proven that the vast majority of non-permitted operators become permitted.

The current contract with PSC is based on the present fine structure. This would need to be re-negotiated.

3. Appeals Process

The current appeal procedures through the Office of the Chief of Police have resulted in a very small percentage of appeals. Almost 100 percent of appellants have been granted some level of relief and expressed satisfaction with their appeal. \$14,627 has been refunded and \$117,239 in appeals has been granted. In addition, \$52,915 in alarm related fines have been granted and \$64,324 in delinquent fees and non-permit fines have been granted. Two appellants have taken their appeal to the Chief of Police and were granted their appeal.

While the current appeals process has worked well, the City Council has requested an alternative appeals process substituting an appeals board for the Chief of Police to review appeals and make a ruling as the last step in the process. The appeals board could consist of representatives from the police department and an alarm company. The third member could be a citizen designated by the neighborhood Advisory Council. Staff is requesting Council's consideration of both processes and direction if a change is desired.

4. In-house operation

It is staffs recommendation that the current contract with PSC be terminated effective January 1, 2009. The current contract runs through June 2009. The contract can be cancelled by the City by paying \$1,000 per month for the remaining time of the contract. To terminate the contract effective January 1, 2009 would be at a cost of \$6,000. While PSC has fulfilled its obligation of administrating the program, staff feels a more in-house approach to the administration of the program would better address some citizen concerns.

In order to facilitate the program in-house certain infrastructure needs would be required. Those needs would include additional personnel and a software package to manage the process currently being handled by PSC would be required. To accomplish this task it is

estimated the hiring and training of personnel would take a minimum of six months. Therefore, staff recommends an implementation date of January 1, 2009. A complete budget for the in-house administration of the program would be presented at a future City Council meeting when the revised ordinance is presented.

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APPLICATION TO UNITED STATES DEPARTMENT OF JUSTICE TO BE DESIGNATED AS A WEED AND SEED SITE - APPROVED

Chief of Police William Anderson informed the Council that the Police Department is preparing an application to the U. S. Department of Justice to be designated as a Weed and Seed site. The application is due August 19, 2008. Weed and Seed is a joint federal, state and local coordinated law enforcement and community initiative that aims to prevent, control and reduce violent crime, drug abuse and gang activity in targeted high-crime neighborhoods across the country. Law enforcement agencies and prosecutors cooperative in “weeding out” criminals who participate in violent crime, gang activity, drug use and drug trafficking in targeted neighborhoods. “Seeding” brings a variety of human services to the area, restoring it through social and economic revitalization. The four components of the Weed and Strategy are law enforcement; community policing; prevention, intervention and treatment; and neighborhood restoration.

Captain Joe Bartlett denoted the area on the map, indicating that the boundary of the area included goes along Dickinson Avenue to Reade Street to Cotanche Street, to Tenth Street, to Charles Boulevard, to Fourteenth Street to Evans Street to Greenville Boulevard, to Frog Level and to Allen Road and back to Dickinson Avenue. Within this area are two schools, Wal-Mart, three public housing areas, convenience stores where people congregate, etc.

Motion was made by Council Member Joyner and seconded by Council Member Glover to authorize the Greenville Police Department to submit an application to the United States Department of Justice to be designated as a Weed and Seed Site. Motion carried unanimously.

WEST GREENVILLE POLICE SUBSTATION CONSTRUCTION

Senior Planner Sandra Anderson stated that on September 13, 2007 the City Council approved the amendment of the 2005, 2006 and 2007 CDBG budgets to include a new project to purchase and retrofit a police substation in the West Greenville 45-Block Area at an approximate cost of \$125,000. Since that time, adjustments have been made to the overall police substation budget as a result of moving costs to relocate the structure, maintenance and upkeep, increase in material costs, and unforeseen additional requirements. The current project budget is \$207,000. An additional \$82,000 of CDBG funding has been added to cover the unforeseen requirements to complete the project. As per the City’s Citizen Participation Plan, which was approved on May 8, 2008, any change in CDBG funding greater than 20% is considered a “substantial amendment” and requires a public hearing. The substation is located at 1024 West Fifth Street, and it will be completed by August 15. A wrought iron fence will go completely around the perimeter of the property.

City Manager Bowers reminded the Council that the structure was built as a residential structure by Pitt Community College students. A lot of the changes were modifications needed to make it a commercial structure.

ESTABLISHMENT OF FAIR MARKET VALUE FOR NEW HOMES AT 903, 907, AND 909 DOUGLAS AVENUE, AND 605 HUDSON STREET - APPROVED

Senior Planner Sandra Anderson stated that at the February 18, 2008 City Council meeting, authorization was given to construct six homes in the West Greenville 45-block area. The appraisals for the remaining three homes located at 903 Douglas Avenue, 907 Douglas Avenue, and 909 Douglas Avenue have been completed and received. In addition, on August 2, 2007, the City entered into an agreement with Pitt Community College to construct a single-family home at 605 Hudson Street. The appraisal for that unit has been completed and received. These houses are owned by the City and will be sold to low to moderate income homebuyers who will occupy them as their principal residences. This is a request for City Council to establish the fair market value for the homes based on the appraisals, which will make the units available to interested buyers by the sealed bid method of sale. Considerable interest in all of the homes has been received. It is anticipated that most persons will receive secondary mortgage assistance from the City and the North Carolina Housing Finance Agency homebuyer assistance program.

Motion was made by Council Member Spell and seconded by Council Member Glover to establish the fair market value of the homes based upon the appraisal reports as follows: 903 Douglas Avenue--\$95,000, 907 Douglas Avenue--\$95,000, 909 Douglas Avenue--\$95,000, and 605 Hudson Street--\$100,000 and to authorize staff to begin the sealed bid process. Motion carried unanimously.

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE EASEMENT ON CERTAIN PROPERTY OWNED BY THE ESTATE OF MARCAS J. ZBAR AND MARCUS J. ZBAR FAMILY TRUST - ADOPTED

Director of Public Works Wes Anderson stated that the City has been unsuccessful in its efforts to acquire an easement on a parcel of land located within the property necessary for the construction of the South Tar River Greenway Project. The property is located at the end of Beech Street and is owned by four individuals, each having a 25% interest in the property. One owner is a resident of Greenville and the others live out of state. Three have granted and donated the easement for the project, and the fourth is deceased. Staff has been working with the spouse of the deceased owner (Muriel Zbar) from Plantation, Florida, and her legal representatives. Ms. Zbar is the personal representative of the Estate of Marcus J. Zbar and the trustee of the Marcus J. Zbar Family Trust. Staff was notified in July by Ms. Zbar's attorney that she has decided not to grant the requested easement. Because of this, the use of the City's power of eminent domain to acquire the easement on the referenced project is necessary.

City Attorney Holec stated that it is not an unusual action for a City to utilize eminent domain for a project the City wishes to complete when it is for the public benefit to have it accomplished. The owner of the property is Ms. Zbar as a personal representative of an estate and as the trustee

of a trust and the decision to not grant the easement may be to ensure that there are no claims in her capacities by persons who may benefit from the estate and the trust.

Motion was made by Council Member Spell and seconded by Council Member Joyner to adopt the resolution authorizing condemnation to acquire an easement on certain property owned by the Estate of Marcas J. Zbar and the Marcus J. Zbar Family Trust. Motion carried with a vote of 4:2. Those voting in favor of the motion were Council Members Spell, Kittrell, Joyner, and Mercer. Those voting in opposition were Mayor Pro-Tem Council, and Council Member Glover. (Resolution No. 08-46)

REVIEW OF AUGUST 14, 2008 CITY COUNCIL AGENDA

The Council did a cursory review of the items on the August 14, 2008 City Council Meeting agenda and reviewed the appointments to Boards and Commissions.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments.

CITY MANAGER'S REPORT

City Manager Bowers reported that it has been suggested that the joint meeting with the Pitt County Commissioners be held on September 30, 2008 at 5:30 PM at the Convention Center.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Joyner to have a joint meeting with the Pitt County Commissioners on September 30, 2008 at 5:30 PM at the Convention Center. Motion carried unanimously.

City Manager Bowers stated that the Second Citizens Academy will kick off on September 16 and will last for six weeks.

CLOSED SESSION

Motion was made by Council Member Spell and seconded by Council Member Joyner to go into closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law; to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body; and to establish or 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, specifically to discuss the acquisition of the property owned by Charles Gregory Edwards and Sheila Edwards located at 509 West 14th Street. Motion carried unanimously.

RETURN TO OPEN SESSION

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Spell to return to open session. Motion carried unanimously.

ADJOURN

Motion was made by Council Member Mercer and seconded by Council Member Spell to adjourn the meeting at 8:25 p.m. Motion carried unanimously.

Respectfully submitted,

/s/ Wanda T. Elks

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
August 14, 2008

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 Joyner and the pledge of allegiance to the flag. The following were present.

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

APPROVAL OF AGENDA

City Manager Bowers stated that a request was received from East Carolina University requesting that the reinterment of graves be continued until the September 11 City Council meeting, and it is also the recommendation of the staff to continue the ordinance regarding the definition of restaurant to the September 11 meeting in order to allow time for a careful review to ensure that the City has the legal authority to support its existing ordinance which is the subject of the requested amendment.

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

SPECIAL RECOGNITION

Mr. Willie Faison was presented with a plaque upon his retirement with 30 years and 8 months of service in the Public Works Department.

APPOINTMENTS TO BICYCLE FRIENDLY TASK FORCE

Assistant City Manager Thom Moton stated that on May 8, 2008, the City Council approved the proposal from the Bicycle Safety Advocacy Group that included the establishment of a Greenville Bicycle Friendly Task Force. The Task Force will be a time-limited activity with the objective of completing all of its goals within two years of being created. The proposal approved by City Council recommended that representatives of each City Council Member and the Mayor be appointed to the Task Force.

Motion was made by Council Member Spell and seconded by Council Member Joyner to appoint Bicycle Friendly Task Force members as follows:

Member	Representing
Thom Moton	City of Greenville
Dr. Herb Garrison	Eastern Carolina Injury Prevention Program (ECIPP)
Jennifer Smith	Pitt County Memorial Hospital
Tom Tysinger	Mayor Pat Dunn
Walter Council	Council Member Mildred Council
Cheryl Walters	Council Member Rose Glover
Adrian Snyder	Council Member Max Joyner
Kori Brewer	Council Member Larry Spell
Tony Parker	Council Member Calvin Mercer
Dr. Dennis Steed	Council Member Bryant Kittrell
Lang Jones	NCDOT
Karen Stokes	East Carolina University
Elaine Cabinum- Foeller	ECU Brody Women
Christy Deardorff	Eastern Carolina Velo Cycling Club
Jill Twark	FROGGS
James Rhodes	Pitt County Planning and Rails to Trails
Robert Brewington	Greenville Police Department
Chris Mansfield	Greenville Neighborhood Commission
Rita Roy	Pitt County Schools
J. P. Walsh	Uptown Greenville
Drew Griffin	ECU SGA
Don McGlohon, Jr.	Member At Large
Mark Gillespie	Greenville Recreation and Parks Department
Daryl Vreeland	Greenville Public Works Department

Motion carried unanimously.

APPOINTMENTS TO BOARDS AND COMMISSOINS

Community Appearance Commission

Council Member Spell asked that the appointments for the Community Appearance Commission be continued until September 11, 2008.

Greenville Utilities Commission

Motion was made by Council Member Kittrell and seconded by Mayor Pro-Tem Council to appoint Julia Carlson to a first three-year term as a City Member, expiring June 2011, replacing L. H. Zincone, and to appoint Stan Eakins to a first three-year term, expiring June 30, 2011, replacing Julia Carlson, who was previously a County member annexed into the City and is now being appointed to the City slot. Motion carried unanimously

Historic Preservation Commission

Motion was made by Council Member Mercer and seconded by Council Member Spell to appoint Minnie Anderson to fill an unexpired term expiring January 2011. Motion carried unanimously.

Pitt-Greenville Convention and Visitors Authority

Mayor Pro-Tem Council asked that this item be continued until September 11, 2008.

ORDINANCE (REQUESTED BY JEREMY SPENGE MAN) TO AMEND THE DEFINITION OF "CONVENTIONAL RESTAURANT", FOR PURPOSES OF QUALIFYING AS A PRINCIPAL USE RESTAURANT UNDER THE ZONING REGULATIONS, TO REDUCE THE MINIMUM SALES REQUIREMENT OF PREPARED AND/OR PACKAGED FOODS, IN A READY-TO-CONSUME STATE, DURING ANY MONTH, FROM MORE THAN FIFTY PERCENT OF TOTAL GROSS RECEIPTS IN ALL CASES TO EITHER (I) MORE THAN FIFTY PERCENT OF TOTAL GROSS RECEIPTS OR (II) HAS MONTHLY SALES OF PREPARED AND OR PACKAGED FOOD IN A READY-TO-CONSUME STATE IN EXCESS OF THIRTY (30) PERCENT OF THE TOTAL GROSS RECEIPTS FOR SUCH ESTABLISHMENT AND SUCH SALES ARE NOT LESS THAN SEVENTY-FIVE THOUSAND DOLLARS FOR SUCH ESTABLISHMENT FOR EACH QUARTER-YEAR PERIOD OF EACH YEAR, AND TO INCLUDE SPECIFIC CRITERIA FOR DETERMINING WHICH SALES CAN BE ATTRIBUTED IN THE PORTION OF SALES OF PREPARED AND/OR PACKAGED FOOD IN A READY-TO-CONSUME STATE IN THE DEFINITIONS FOR CONVENTIONAL RESTAURANT AND FAST FOOD RESTAURANT- CONTINUED TO SEPTEMBER 11, 2008

ORDINANCE REZONING GREENVILLE DEVELOPERS, LLC PROPERTY LOCATED AT THE SOUTHERN RIGHT OF WAY OF STANTONSBURG ROAD, NORTH OF THE PITT COUNTY LANDFILL, AND SOUTHWEST OF WESTPOINTE SUBDIVISION, FROM MCG TO PUD - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4 and 11, 2008 setting this time, date and place for a public hearing to consider a request by Greenville Developers, LLC to rezone 6.833 acres located along the southern right of way of Stantonsburg Road, north of the Pitt County Landfill, and southwest of Westpointe Subdivision, from MCG to PUD. The Planning and Zoning Commission recommended approval of the request.

Ms. Chantae Gooby, Planner, delineated the property on a map and explained the request.

Mayor Dunn declared the public hearing open and solicited comments from the audience.

Mr. Mike Baldwin, representing the petitioner, stated that this rezoning request would actually decrease the trips.

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

Motion was made by Council Member Joyner and seconded by Council Member Glover to adopt the ordinance requested by Greenville Developers, LLC to rezone 6.833 acres located along the southern right-of-way of Stantonsburg Road, north of the Pitt County Landfill, and southwest of Westpointe Subdivision, from MCG (Medical-General Commercial) to PUD (Planned Unit Development). Motion carried unanimously. (Ordinance No. 08-83)

ORDINANCE REZONING UNIVERSITY PARK NORTH, LLC PROPERTY LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF WEST FIFTH STREET AT ITS INTERSECTION WITH MOYE BOULEVARD EXTENSION, FROM MR AND MO TO CG - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4 and August 11, 2008 setting this time, date and place for a public hearing to consider a request by University Park North, LLC to rezone 5.83 acres located along the northern right-of-way of West Fifth Street at its intersection with Moye Boulevard extension from MR and MO to CG. The Planning and Zoning Commission recommended approval of the request.

Upon being asked to be excused from this issue because of a conflict of interest, 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.

Planner Seth Laughlin delineated the property on a map and explained the request.

Mayor Dunn declared the public hearing open and solicited comments from the audience.

Mr. Dirk Tyson of Rivers and Associates, representing the petitioner, was present to answer questions.

There being no comments, the public hearing was closed.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Spell to adopt the ordinance requested by University Medical Park North, LLC to rezone 5.83 acres located along the northern right-of-way of West 5th Street at its intersection with Moye Boulevard extension from MR (Medical-Residential [High Density Multi-family]) and MO (Medical-Office) to CG (General Commercial). Motion carried unanimously. (Ordinance No. 08-84)

ORDINANCE REZONING CAMPUS TOWERS, LLC PROPERTY LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF FORBES STREET BETWEEN EIGHTH STREET AND NINTH STREET, FROM OR TO CD - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4 and August 11, 2008 setting this time, date and place for a public hearing to consider a request by Campus Towers, LLC to rezone 0.185 acres located along the eastern

right-of-way of Forbes Street and Ninth Street from OR to CD. The Planning and Zoning Commission recommended approval of the request.

Planner Seth Laughlin explained the request and delineated the property on a map. The rezoning would increase the traffic only 13 trips per day.

Mayor Dunn declared the public hearing open and solicited comments from the audience.

Mr. Fred Mattox stated that this rezoning is being requested in order to make a parking lot. It will be a nice base for parking for the intermodal transportation center. There were previously houses on the property; however, it is now vacant. Under the present zoning, it would have to go to the Board of Adjustment for a parking lot.

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

Motion was made by Council Member Glover and seconded by Council Member Kittrell to adopt the ordinance requested by Campus Towers, LLC to rezone 0.185 acres located along the eastern right-of-way of Forbes Street between 8th Street and 9th Street from OR (Office-Residential [High Density Multi-family]) to CD (Downtown Commercial). Motion carried unanimously. (Ordinance No. 08-85)

ORDINANCE REZONING H. E. WHICHARD, JR. PROPERTY LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF CHARLES BOULEVARD, SOUTH OF BRANCH'S MOBILE HOME PARK, AND NORTHWEST OF HERMAN GARRIS ROAD, FROM RA 20 TO OR - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4 and 11, 2008 setting this time, date and place for a public hearing to consider a request by H. E. Whichard, Jr. property to rezone 1.7012 acres located along the southern right-of-way of Charles Boulevard, south of Branch's Mobile Home Park, and 1,550+ feet northwest of Herman Garris Road, from RA20 to OR. The Planning and Zoning Commission recommended approval of the request.

Planner Chantae Gooby delineated the property on a map and explained the request.

Mayor Dunn declared the public hearing open and solicited comments from the audience.

Mr. Ken Malpass was present to answer questions on behalf of the applicant.

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

Motion was made by Council Member Glover and seconded by Mayor Pro-Tem Council to adopt the ordinance requested by H. E. Whichard, Jr. to rezone 1.7012 acres located along the southern right-of-way of Charles Boulevard (Highway 43), south of Branch's Mobile Home Park, and 1,550+ feet northwest of Herman Garris Road, from RA20 (Residential-Agricultural)

to OR (Office-Residential [High Density Multi-family]). Motion carried unanimously. (Ordinance No. 08-86)

ORDINANCE ANNEXING BROOK HOLLOW, SECTION 3, CONTAINING 19.198 ACRES LOCATED WEST OF BROOK HOLLOW, SECTION 2, AND AT THE TERMINUS OF LEIGHTON DRIVE AND CAMBRIA DRIVE - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4, 2008 setting this time, date and place for a public hearing to consider a request by WHW and Associates to annex Brook Hollow, Section 3, containing 19.198 acres located west of Brook Hollow, Section 2, and at the terminus of Leighton Drive and Cambria Drive. This is a noncontiguous annexation.

Planner Seth Laughlin explained that this property is located in Voting District 1 and will be served by Fire Station Number 5. The property is currently vacant and the proposed use is for 49 duplexes. The current population is 0, and the anticipated population at full development is 107 with 45 being minority.

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 adopt the ordinance to annex Brook Hollow, Section 3, containing 19.198 acres located west of Brook Hollow, Section 2, and at the terminus of Leighton Drive and Cambria Drive. Motion carried unanimously. (Ordinance No. 08-87)

ORDINANCE ANNEXING MEADOW WOODS, SECTION 2, PHASE 2 AND 3 LOCATED EAST OF MEADOW WOODS, SECTION 1, AND BEING ON THE EAST SIDE OF TIFGREEN DRIVE AND THE TERMINUS OF PENNCROSS DRIVE - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4, 2008 setting this time, date and place for a public hearing to consider a request by Edmonson Construction Company of Greenville, LLC to annex Meadow Woods, Section 2, Phase 2 and 3 containing 19.782 acres located east of Meadow Woods, Section 1, and being on the east side of Tifgreen Drive and the terminus of Penncross Drive. This is a contiguous annexation.

Planner Seth Laughlin explained that this property is located in voting District 5 and will be served by Fire Station Number 5. The property is currently vacant and the proposed use is for 87 single-family homes. The current population is 0, and the anticipated population at full development is 204 with 115 being minority.

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 Joyner and seconded by Mayor Pro-Tem Council to adopt the ordinance to annex Meadow Woods, Section 2, Phases 2 and 3, containing 19.782 acres located east of Meadow Woods, Section 1, and being on the east side of Tifgreen Drive and the terminus of Penncross Drive. Motion carried unanimously. (Ordinance No. 08-88)

ORDINANCE REQUIRING REPAIR OR DEMOLITION AND REMOVAL OF DWELLING LOCATED AT 211 PARIS AVENUE - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4 and August 11, 2008 setting this time, date and place for a public hearing to consider an ordinance requiring the repair or the demolition and removal of the dwelling located at 211 Paris Avenue.

Code Enforcement Coordinator Rhonda Jordan explained that the dwelling has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 211 Paris Avenue. The initial notice of violation was sent by certified mail on February 27, 2007 to the property owner informing the owner of the minimum housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the dwelling into compliance. Since that date, there have been two certified notices mailed to the property owner regarding minimum housing violations of the dwelling. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice mailed to the owner was sent on July 9, 2008, and it provided notice to the owner that the dwelling was considered as an abandoned structure. There have been no calls for service to the Greenville Police Department for this property. The dwelling has been vacant and closed for a period of at least six months. The utilities to the dwelling have been disconnected since September 30, 2005. Taxes on the property are current. The current Pitt County Tax Assessor's report values the property at \$21,910 (\$17,660 for building and \$4,250 for land). The estimated cost to repair the dwelling is \$2,600. The owner would like to make repairs and has started working on the property.

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 Joyner and seconded by Council Member Glover to adopt the ordinance requiring the repair or the demolition and removal of the dwelling located at 211 Paris Avenue. Motion carried unanimously. (Ordinance No. 08-89)

ORDINANCE REQUIRING REPAIR OR DEMOLITION AND REMOVAL OF DWELLING LOCATED AT 409 DECK STREET - ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on August 4 and August 11, 2008 setting this time, date and place for a public hearing to consider an ordinance requiring the repair or the demolition and removal of the dwelling located at 409 Deck Street.

Code Enforcement Coordinator Rhonda Jordan explained that the dwelling has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 409 Deck Street. The initial notice of violation was sent by certified mail on March 13, 2008 to the property owner informing him of the minimum housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the dwelling into compliance. Since that date, there have been two certified notices mailed to the property owner regarding minimum housing violations on the dwelling. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice mailed to the owner was sent on July 9, 2008, and provided notice to the owner that the dwelling was considered an abandoned structure. There have been no calls for service to the Greenville Police Department for this property. The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since October 12, 2005 on Unit A and June 9, 2004 on Unit B. Taxes on the property are current. The current Pitt County Tax Assessor's report dated June 23, 2008 valued the property at \$13,401 (\$12,101 for the building and \$2,700 for the land). The estimated cost to repair the dwelling is \$31,600.

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 Council Member Joyner to adopt the ordinance requiring the repair or the demolition and removal of the dwelling located at 409 Deck Street. Motion carried unanimously. (Ordinance No. 08-90)

PUBLIC COMMENT PERIOD

Ms. Jannet T. Boone of 203 Harvey Drive expressed concern about the lack of traffic calming devices in the Hillsdale community. She contacted Steve Yetman in 2004, and a study for a speed bump was done. According to the guidelines, they were not eligible to get one at that time. There should be a speed bump wherever there is a park, and there is one on Harvey Drive.

Mr. Jeff Savage expressed that children who are determined to commit crime and do wrong will find a way to do so, and a curfew will not stop them. The curfew will penalize young people who are doing the right thing and may make them victims of the judicial system, police misconduct and criminal record.

Mr. Justin Mullarkey stated that he has been a member of the community for 10 years and feels the curfew is necessary, as it will give law enforcement more tools that they desperately need. Richmond, Virginia has done this for years and results have been positive. A curfew gives some authority to parents. Mr. Mullarkey concluded by stating that he doesn't endorse a \$50 fine; however, he does support having the young person do some sort of community service such as cleaning up.

Mr. Bennie Roundtree stated that a curfew is the proper thing to do. Every person would need to be notified. The City needs to do what it has to do to bring a change.

Mr. Bari Muhammad stated that he agreed with Mr. Roundtree. He didn't think a fine would be appropriate for the families, however. He suggested taking a lighter approach to address the young people on the street and meeting with the parents and police after the second or third warning. More parents, churches and schools need to be involved.

Ms. Cynthia Waters stated that she is the single parent of a 15 and 17 year old, and she welcomed any tool to keep them from hanging out late at night. Some parents need someone to help enforce what is enforced at home.

Mr. Don Williams, a resident of Riverhills, stated that he has a 23 year old son in jail, and he would love to have had the curfew earlier. He expressed that it would be good to have exemptions for kids doing right. The youth may not mind the parent getting the fine; the fine should go to the child in the form of public service. Mr. Williams stated that he is in favor of the curfew.

YOUTH PROTECTION ORDINANCE (CURFEW) – ADOPTED

Chief of Police William Anderson explained the proposed youth protection ordinance, stating that its purpose is to protect juveniles from victimization and exposure to criminal activity; to reinforce and promote the role of the parents to raise and guide their children; and to provide law enforcement the tools to aid in the reduction of nocturnal juvenile crime, controlling juvenile delinquency, and reduction of juvenile involvement in public disturbances. The number of arrests of juveniles under the age of 16 has increased 59% since 2004, with there being 360 in 2007. Criminal data and analysis indicates that most robberies involving juveniles occur between midnight and 4:00 a.m. Calls for service involving juveniles during the hours of 11:00 p.m. to 6:00 a.m. increased by 11% between 2005 and 2007. Juvenile arrests for felony crimes have increased significantly (175% for aggravated assault, 185% for burglary, and 216% for robbery). The proposed youth protection ordinance would make it unlawful for a juvenile to be present in or remain in any public place within the city or on the premises of any establishment within the city during curfew hours. A juvenile is defined as any unemancipated or unmarried person under the age of 16. Curfew hours are proposed to be 11:00 p.m. to 6:00 a.m. Sunday through Thursday and 12:01 a.m. to 6:00 a.m. Friday and Saturday. The exceptions would be when a juvenile is accompanied by a parent or guardian; when the juvenile is accompanied by an adult 18 years of age or older authorized by a parent or guardian; when exercising First Amendment rights; when on the sidewalk or property where the juvenile resides; when the juvenile is engaged in a lawful employment activity or to and from a place of employment; when a juvenile is returning home from an activity conducted or sponsored by a public or private school, such as a sporting event, play, concert or dance; when authorized by special permit from the Chief of Police; and when an operator of an establishment notifies the police that a juvenile was present on the premises of the establishment during curfew hours and refused to leave. Under the proposed ordinance, it shall be unlawful for a parent or guardian having legal custody of a juvenile knowingly to allow the juvenile to remain in any public place within the city or on the premises of any establishment during the hours outlined in this ordinance. A juvenile who violates any provision of the ordinance is subject to being an adjudicated delinquent. Any person other than a juvenile who violates any provision of this chapter shall be guilty of a class 3 misdemeanor with a fine not to exceed \$500. The parent or guardian can be held responsible for

costs incurred for providing personnel to detain the violator. The officer shall ascertain the age and reason the juvenile is in a public place during hours of the curfew. The officer shall notify the parent or guardian that there has been a curfew violation and request the parent or guardian to take custody of the juvenile. If the parent or guardian is not available or refuses to take custody of the juvenile, the officer will take custody of the juvenile. The Chief recommended that the Council approve the youth protection ordinance with an effective date of September 1, 2008.

Chief Anderson and City Attorney Holec responded to questions from the Council Members about implementation and specific details of the ordinance.

Mayor Pro-Tem Council and Council Member Glover stated that they had spoken with parents in their district, and the majority of the parents favored the curfew. Their concerns were to protect the children to keep them from getting further in trouble and to protect the community at large. If the City shows that it is trying to help them, it will encourage parents who are not engaged to do a better job. There needs to be a little leeway for parents who cannot leave work to pick up their child.

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Council to adopt the youth protection ordinance with an effective date of September 1, 2008. Motion carried unanimously.

Motion was made by Council Member Kittrell and seconded by Council Member Mercer to have a review in six months as part of the original motion. Motion carried unanimously.

CITY STRATEGIC PLAN FOR ALTERNATIVE FUELS AND VEHICLE REPLACEMENTS

Director of Public Works Wes Anderson stated that in efforts to implement the U.S. Mayor's Climate Protection Agreement, Public Works staff has been researching alternative fuels and vehicles to develop a strategy to lower City costs and reduce the City's impact on the environment. Staff's objective is to obtain City Council guidance on a strategy in order to complete implementation planning for purchases over the next few years. The City currently uses ultra low sulfur diesel in diesel powered city equipment, regular unleaded in regular vehicles and also uses hybrids. Alternative fuel options are bio-diesel, ethanol, propane, compressed natural gas, electric, and hybrid. The benefits of bio-diesel are it reduces particulate matter and dependency on fossil fuels. The concerns are reduced efficiency, possible increased levels of nitrogen oxide, reduced engine power, and having a carbon footprint. Ethanol is a major alternative; however, there are the same concerns as bio-diesel plus there is limited availability. Compressed natural gas (CNG) is not a viable option at this time, as there is limited infrastructure and equipment availability. As far as electric equipment, further development is needed. Current battery technology is improving, so it may be a viable option in the long term. Hybrids are currently being used by the City and there are plans to purchase additional hybrid vehicles in 2008-09. Placement of hybrids is limited to feasibility, as it is not feasible to have hybrids for patrol cars and fire apparatus that haul certain equipment and that must meet particular performance standards. The alternate fuel strategic plan is to continue to use ultra low sulfur diesel in all diesel powered equipment, retrofit technologies (diesel particulate filters), purchase hybrid where use appropriate, continue to follow new technologies, and evaluate

alternate fuels as they become feasible and available. The cost associated with alternative hybrid and non-hybrid options include increased capital cost, reduced operational cost, and payback period. The City could spend an additional \$160,000 over the next two years with hybrids. The recommendation of the staff is to focus on hybrid technology, evaluate purchases to place the right piece of equipment in the right environment, and to work toward purchasing the most efficient equipment possible. Staff will meet the requirements of the US Mayors Climate Protection Agreement by evaluating alternative options when each item is due for replacement, reviewing fuel technology yearly, considering retrofits where appropriate, and continuing to use smart driving habits.

City Manager Bowers stated that hearing no objections, staff will pursue this.

RESOLUTION CONSENTING TO THE REINTERMENT OF GRAVES FROM THE FORBES FAMILY CEMETERY TO HOMESTEAD MEMORIAL GARDENS - CONTINUED TO SEPTEMBER 11, 2008

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments.

Council Member Mercer asked the City Manager to have staff to review the criteria used to make a decision on speed bumps to determine if it needs to be revised and also to consider offering free GREAT rides on election day and a day during early voting in order to get people used to public transportation and to encourage them to vote.

CITY MANAGER'S REPORT

City Manager Bowers stated that staff will prepare a report on the Hillsdale traffic calming.

Upon being told that there are no items for the August 25, 2008 City Council meeting, motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to cancel the August 25, 2008 meeting. Motion carried unanimously.

ADJOURN

Motion was made by Council Member Mercer and seconded by Council Member Spell to adjourn the meeting at 9:00 p.m. Motion carried unanimously.

Respectfully submitted,

/S/ Wanda T. Elks

Wanda T. Elks, MMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Supplemental Agreement with the North Carolina Department of Transportation for the South Tar River Greenway Project

Explanation: Attached for City Council's consideration is a supplemental municipal agreement with the North Carolina Department of Transportation (NCDOT) for the South Tar River Greenway Project (EB-4702). Due to anticipated construction cost increases, City staff discussed with NCDOT the matter of additional funding for this project and utilizing SAFETEA-LU (Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for Users) funds approved for other greenway projects. The attached agreement would allow the City to apply these federal funds to complete the South Tar River Greenway Project. As part of the SAFETEA-LU Act, the City was designated as a recipient of earmarked funds allocated to NCDOT by the Federal Highway Administration (FHWA) for certain specified transportation and pedestrian activities. These funds are intended for the Green Mill Run Greenway, Phase II and the design of the Parkers Creek Greenway. This is an 80/20 matching grant administered through NCDOT. The funds from the matching grant would be in addition to those already approved for the South Tar River Greenway Project. Under the Federal FY2005 Appropriations Act, the City received \$1,488,000 for the South Tar River Greenway Project. As this action will increase the amount identified in the original municipal agreement for the South Tar River Greenway Project, NCDOT identified that it is necessary to execute a supplemental agreement for the additional funds and fiscal purposes. After completion of the South Tar River Greenway Project, the remaining unencumbered funds from the SAFETEA-LU grant will be applied to the other identified greenway projects. Staff's review of the agreement finds it acceptable.

Fiscal Note: The total available funds for this project is follows:

SAFETEA-LU Fund	\$1,374,400
Required City Match	<u>\$ 343,600</u>
	\$1,718,000

Federal Discretionary Funds	<u>\$1,488,000</u>
Total	\$3,206,000

Recommendation: City Council adopt the attached resolution indicating approval of the supplemental municipal agreement with NCDOT for the South Tar River Greenway Project (EB-4702).

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

Attachments / click to download

 [Supplemental Agreement South Tar River Greenway 758684](#)

NORTH CAROLINA
PITT COUNTY

8/25/08

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND
CITY OF GREENVILLE

SUPPLEMENTAL MUNICIPAL AGREEMENT
PROJECT: EB-4702
WBS: 40215.3.1

THIS AGREEMENT is made and entered into on the last date executed below, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the Department, and the CITY OF GREENVILLE, a municipal corporation hereinafter referred to as the Municipality:

W I T N E S S E T H:

WHEREAS, the Department and the Municipality, on the 5th day of July, 2005, entered into a Municipal Agreement for additional federal funding assistance for the South Tar River Greenway project in Greenville in the amount of \$1,488,000; under Project EB-4702; and,

WHEREAS, the United States Congress Transportation Reauthorization Bill, Safe Accountable Flexible Efficient Transportation Equity Act: a Legacy for Users, (SAFETEA-LU) requires that federal funds be available for certain specified transportation and pedestrian activities; and,

WHEREAS, subject to the availability of federal funds, SAFETEA-LU has designated Greenville as a recipient to receive funds allocated to the Department by FHWA up to and not to exceed the maximum SAFETEA-LU federal award amount of \$1,374,400 for the South Tar River Greenway Project, in Greenville; and

WHEREAS, the parties hereto now wish to supplement the aforementioned Agreement to reflect an increase in the Department's participation of the project and whereby the following provision is added:

22. Activities eligible for funding reimbursement for Project EB-4702 shall include environmental documentation and mitigation, design and preparation of project plans, specifications, quantities and details, right of way acquisition, utilities, contract administration, construction, testing and inspection. Subject to the availability of federal funds, the Department shall reimburse the Municipality to the extent of eighty percent (80%) of the approved eligible costs up to the maximum SAFETEA-LU federal award amount of \$1,374,400.00 as covered under this Agreement. The Municipality shall provide at least twenty percent (20%) matching funds and all costs that exceed the

maximum SAFETEA-LU federal award amount of \$1,374,400.00. The total maximum SAFETEA-LU federal award amount provided to the Municipality for Project EB-4702 is \$1,374,400.00 with the Municipality providing at least twenty percent (20%) matching funds (\$343,600) and all costs that exceed the total SAFETEA-LU amount of \$1,718,000. The Municipality shall be responsible for funding any ineligible project costs not reimbursed by the FHWA. Reimbursement to the Municipality shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, 23 CRF Part 140, which is being incorporated into this Agreement by reference, and is currently available at <http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm>. Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration, which is to participate in the eligible costs of the project up to the maximum SAFETEA-LU federal award amount of \$1,374,400, subject to compliance with all applicable federal policy and procedural rules and regulations. The funding for this project is as follows:

SAFETEA-LU FUNDS Oct. 2007 – Sept. 2008	\$1,099,000
SAFETEA-LU FUNDS Oct. 2008 – Dec. 2012	\$ 275,200
TOTAL SAFETEA-LU FUNDS	\$1,374,400
REQUIRED SAFETEA-LU LOCAL MATCH	\$ 343,600
TOTAL SAFETEA-LU FUNDING AVAILABLE	\$1,718,000
TOTAL DISCRETIONARY FEDERAL FUNDS	\$1,488,000
TOTAL FUNDING AVAILABLE	\$3,206,000

(A) The Municipality may bill the Department for actual costs on a monthly basis as herein stated by submitting an invoice along with proper supporting documentation to the Department’s Bicycle and Pedestrian Division. The Department’s Bicycle and Pedestrian Division and the Financial Management Division will reimburse the Municipality monthly upon approval of said invoice. The Municipality must invoice the Department for work accomplished at least once every six (6) months to keep the project funds active and available. If the project does not remain

active, the Department and/or FHWA reserves the right to de-obligate said funding. If the Department performs any review and/or inspection of the project or performs any work at the request of the Municipality, the Department's Bicycle and Pedestrian Division shall reduce the \$1,374,400 available to the Municipality under this Agreement.

(B) The Municipality shall be responsible for adhering to applicable administrative requirements of 49 CFR Part 18, and is currently available at:

<http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm> and Office of Management and Budget (OMB) Circular A-102, and is currently available at:

www.whitehouse.gov/omb/circulars/a102/a102.html.

(C) Prior approval is required from FHWA if the Municipality desires to perform any work by force account. 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. Said Federal Highway Administration regulations are contained in Federal-Aid Policy Guide, 23 CFR Part 635, Subpart B; said policy being incorporated in this Agreement by reference as fully as if herein set out and is currently available at:

www.access.gpo.gov/nara/cfr/waisidx_03/23cfr635_03.html). 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 allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87. Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its project partners. Reimbursement for rates of 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. If a contractor performs the work, said invoices shall show the contract cost.

(D) In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an

independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the 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.

(E) Any costs incurred by the Municipality prior to written notification by the Department of federal authorization to proceed with the work shall not be eligible for reimbursement. Execution of an encroachment agreement when required does not constitute a "Notice to Proceed".

(F) A final itemized invoice listing all costs shall be submitted to the Department's Bicycle and Pedestrian Division. Upon completion of the work, the Municipality must submit an invoice that is clearly stamped or marked "Final Invoice" for reimbursement of any remaining costs to be paid under the terms of this Agreement. Upon receipt of the "Final Invoice", the Department will de-obligate any remaining funds and close the project subject to final review and audit.

(G) The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs, or any costs, which have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division. In the event funding is withdrawn by FHWA, project reimbursement shall be subject to the availability of any remaining federal funds.

(H) Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department and/or FHWA to terminate participation in the costs of the work.

(I) All invoices must be submitted within six - (6) months of completion and acceptance of the work by the Department and FHWA or said invoices will be considered ineligible items for payment.

(J) The Municipality agrees that, if the Federal Highway Administration does not participate in certain costs because of noncompliance with federal regulations by the Municipality, the Municipality will reimburse the Department for such costs. All costs not reimbursed to the Department by the FHWA for noncompliance by the Municipality shall be borne by the Municipality.

(K) The Department reserves the right to deduct monies from the Municipality's Powell Bill Fund if monies paid to the Municipality from the project funds are determined by the Department and/or FHWA, 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.

23. The Municipality, and/or its agent, shall comply with the following federal policies: (a) Conflict of Interest; (b) Equal Employment Opportunity; and (c) Title VI – Civil Rights Act of 1964.

24. The Municipality, and/or its agent, shall comply with the following federal policy: Disadvantaged Business Enterprises as defined in G. S. 136-28.4.

DISADVANTAGED BUSINESS ENTERPRISE FOR (POC AND MUNICIPALITIES):

DRAFT 7-30-07(10-16-07)

SP1G621

Policy

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

Obligation

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

Definitions

Commitment - The approved DBE participation submitted by the prime contractor during the bidding process.

Committed DBE - Any DBE listed on the DBE commitment list approved by the Department at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

Department - North Carolina Department of Transportation

Municipality - The entity letting the contract, when this provision refers to the Department or DOT, it shall mean municipality, if applicable.

Disadvantaged Business Enterprise (DBE) – A firm certified as a Disadvantage Business Enterprise through the North Carolina Unified Certification Program.

Goal - The DBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a DBE subcontractor and confirmation from the DBE that it is participating in the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Form RS-1-D - Form for subcontracts involving DBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

North Carolina Unified Certification Program - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

Standard Specifications – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Contract Goal

Disadvantaged Business Enterprises % - A goal for participation by Disadvantage Business Enterprises will be established for this contract and approved by the State Contractor Utilization Engineer, or his designee, prior to advertising for construction bids.

- (A) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (B) *If the goal is zero*, the Contractor shall continue to recruit the DBEs and report the use of DBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved DBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <http://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

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

Listing of DBE Subcontractors in Contract

Only those DBE firms with current certification are acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. If the bidder has no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of DBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Department's Bicycle and Pedestrian Division no later than close of business of the tenth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

Counting DBE Participation Toward Meeting DBE Goal of Zero or More

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- (B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C) (1) The Contractor may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing,

managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the City of Greenville will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

- (2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the City of Greenville for commercially useful functions. The City of Greenville decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
- (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
 - (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased

truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

- (D) A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (E) A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:
 - (1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
 - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals More Than Zero

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department's Bicycle and Pedestrian Division documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the Department's Bicycle and Pedestrian Division no later than close of business of the tenth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the City of Greenville considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the City of Greenville to inform DBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions

where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.

- (C)** Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the Business Development Manager in the Office of Civil Rights City of Greenville to give notification of the bidder's inability to get DBE quotes.
- (D)** Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E)** Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F)** Whether the bidder negotiated in good faith with interested DBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G)** Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy contract goals.
- (H)** Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (I)** Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J)** Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the City of Greenville will consider allowing the bidder to combine the DBE participation as long as the DBE overall goal value of the combined projects is achieved.

If the City of Greenville does not award the contract to the apparent lowest responsive bidder, the City of Greenville reserves the right to award the contract to the next lowest responsive bidder that can satisfy the City of Greenville that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

DBE Replacement

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended with another committed DBE firm or completes the work with its own forces without the Department's Bicycle and Pedestrian Division approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed DBE.

(A) Performance Related Replacement

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the City of Greenville after a Request for Subcontract has been received by the City of Greenville, the City of Greenville will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed DBE is decertified prior to the City of Greenville receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at: <http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Department's Bicycle and Pedestrian Division. The City of Greenville reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

Reporting Disadvantaged Business Enterprise Participation

- (A) The Contractor shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
- (1) Withholding of money due in the next partial pay estimate; or
 - (2) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list. (Municipality may add to, change or delete this section.)
- (B) The Contractor shall report the accounting of payments on the Department's DBE Subcontractor Payment Information Form DBE-IS, which is available at: <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the (Officer/Engineer).
- (C) Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because Federal Funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Because Federal Funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any Federal or State project until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

All other provisions shall remain the same.

Except as hereinabove provided, the Agreements heretofore executed by the Department and the Municipality on the 5th day of July, 2005 are ratified and affirmed as therein provided.

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, as evidenced by the attached certified copy of Resolution, Ordinance or Charter Provision, as the case may be.

L. S.
ATTEST

CITY OF GREENVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

(SEAL)

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

Finance Officer

Federal Tax Identification Number

City of Greenville

Remittance address:

DEPARTMENT OF TRANSPORTATION

BY: _____
DEPUTY SECRETARY FOR TRANSPORTATION

DATE: _____

APPROVED AS TO EXECUTION:

ASSISTANT ATTORNEY GENERAL

RESOLUTION NO. 08-__

A RESOLUTION APPROVING A SUPPLEMENTAL MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE SOUTH TAR RIVER GREENWAY PROJECT IN THE CITY OF GREENVILLE, NORTH CAROLINA

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

WHEREAS, the Parties entered into a previous Municipal Agreement Dated 5th day of July, 2005 for additional federal funding assistance for the South Tar River Greenway project in Greenville, and,

WHEREAS, subject to the availability of federal funds, SAFETEA-LU has designated Greenville as a recipient to receive funds allocated to the Department by Federal Highways Administration (FHWA) up to and not to exceed the maximum SAFETEA-LU federal award amount of \$1,374,400 for the South Tar River Greenway Project, in Greenville

WHEREAS, the City of Greenville agrees to provide at least twenty percent (20%) matching funds (\$343,600) for the SAFETEA-LU federal funds and all costs that exceed the total SAFETEA-LU amount of \$1,718,000 for Project EB-4702; and,

NOW, THEREFORE, BE IT RESOLVED, City of Greenville, is hereby formally approved by the City Council of the City of Greenville and that the Mayor and Clerk of this Municipality are hereby empowered to sign and execute the Supplemental Municipal Agreement with the Department of Transportation.

I, _____, Clerk of the City of Greenville, do hereby certify that the foregoing is a true and correct copy of excerpts from the minutes of the meeting of the City Council duly held on the 8th day of September, 2008.

WITNESS, my hand and the official seal of said Municipality on this the ___ day of _____, 20__.

(Municipal Seal)

Wanda T. Elks, City Clerk
CITY OF GREENVILLE
NORTH CAROLINA



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Acceptance of the 2008 Edward Byrne Memorial Justice Assistance Grant

Explanation: The Greenville Police Department submitted the 2008 Edward Byrne Memorial Justice Assistance Grant (JAG) on July 8, 2008. 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 City of Greenville has been allotted the amount of \$34,213.00. As in prior years, one-half of the funds (\$17,106.50) will be shared with the Pitt County Sheriff's Department. The remaining \$17,106.50 will be used to purchase three FlashCam-880 digital Vandalism Deterrent Systems with wireless download. These cameras are mobile and will be used in high crime areas to detect and stop gang-related activities, crime, graffiti, and vandalism. The digital images will be used to identify offenders.

Fiscal Note: The City of Greenville will receive \$17,106.50 from this grant. The funds will be expended on the items listed above. There is no local match for this grant.

Recommendation: Approve the acceptance of the 2008 Edward Byrne Memorial Justice Assistance Grant.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Appointment of North Carolina Eastern Municipal Power Agency (NCEMPA) Commissioner and 1st Alternate Commissioner

Explanation: The North Carolina Eastern Municipal Power Agency (NCEMPA) is a coalition of 32 eastern North Carolina cities and towns that share ownership interest in five generating units built and operated by Progress Energy (formerly CP&L). Each member city/town has representation on the Board of Commissioners. The business and affairs of the NCEMPA are managed by the Board, which meets quarterly. Meetings are normally held in Wilson. Commissioners to the Board are appointed as outlined in Section 3 of the NCEMPA's Bylaws. The section reads as follows:

Appointment of Commissioners – The Board of Commissioners shall be appointed as provided herein. The governing body of each Member shall designate a commissioner to the Power Agency to serve at the pleasure of such governing board. Each commissioner shall be entitled to vote as described herein and shall, before entering upon his duties, take and subscribe to an oath before some person authorized by law to administer oaths to execute the duties of his office faithfully and impartially. A record of each such oath shall be filed with the governing body of the appointing Member and spread upon its minutes. The governing board of each Member may also appoint up to two alternate commissioners to act in lieu of its appointed commissioner when the appointed commissioner is unable for any reason to attend meetings of the Board of Commissioners or any committee thereof; provided, however, that in case of appointment of more than one alternate commissioner, the governing board of the Member shall designate them first or second alternate commissioner. Each alternate commissioner shall serve at the pleasure of the governing body by which he is appointed and shall take, subscribe to and file an oath in the same manner as prescribed for regularly appointed commissioners. Such alternate commissioner when acting in lieu of the regularly appointed commissioner shall be deemed to be the commissioner representing such Member, and shall have the rights, powers and authority of the regularly appointed commissioner, other than such commissioner's position as an officer. Commissioners and alternate commissioners may, at the discretion of the appointing governing board, be an

officer or employee of the appointing municipality.

Historically, GUC has maintained two representatives on the NCEMPA Board, one as Commissioner and one as Second Alternate. These positions have typically been for a GUC Board member to serve as Commissioner and the General Manager to serve as Second Alternate. The City of Greenville has historically maintained one representative on the NCEMPA Board as First Alternate Commissioner. This position has typically been held by a City Councilmember and usually has been the Council's Liaison to GUC's Board.

Greenville currently has 3 representatives on the NCEMPA Board as follows:

Commissioner: L.H. Zincone, Jr. (GUC former Commissioner)
1st Alternate Commissioner: Chip Little (former Council Liaison to GUC Board)
2nd Alternate Commissioner: Ron Elks (GUC General Manager/CEO)

On June 10, the GUC Board took action to recommend that the City Council appoint Bryant Kittrell, GUC Liaison, to the position of First Alternate Commissioner to replace Chip Little. This recommendation was slated to be presented to the Council at the same time as the recommendation for replacement of the NCEMPA Commissioner, L. H. Zincone, Jr.

At their meeting on August 19, the GUC Board adopted a resolution recommending the City Council appoint Lester Z. Brown as the NCEMPA Commissioner.

Fiscal Note: No cost to the City of Greenville.

Recommendation: The GUC Board is requesting the City Council take action to appoint Lester Z. Brown as the Commissioner and J. Bryant Kittrell, III as the 1st Alternate Commissioner to the NCEMPA.

1) Adopt attached resolution appointing Lester Z. Brown to serve as the NCEMPA Commissioner

2) Adopt attached resolution appointing J. Bryant Kittrell, III to serve as the NCEMPA 1st Alternate Commissioner

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[NCEMPA Commissioner Appointment - Lester Brown](#)

[NCEMPA 1st Alternate Commissioner - Bryant Kittrell](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, CHANGING THE APPOINTMENT OF THE COMMISSIONER
TO THE NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

WHEREAS, the City Council of the City of Greenville, North Carolina, has heretofore adopted a resolution appointing L.H. Zincone, Jr. as Commissioner to the North Carolina Eastern Municipal Power Agency; and

WHEREAS, L.H. Zincone, Jr.'s term on the Greenville Utilities Commission has expired and the Greenville City Council desires to appoint a new Commissioner to the North Carolina Eastern Municipal Power Agency;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that Lester Z. Brown be appointed the Commissioner to the North Carolina Eastern Municipal Power Agency to serve at the pleasure of the City Council of the City of Greenville and the Greenville Utilities Commission until a successor is appointed and qualified.

Adopted this ____ day of _____, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, CHANGING THE APPOINTMENT OF THE
ALTERNATE #1 COMMISSIONER
TO THE NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

WHEREAS, the City Council of the City of Greenville, North Carolina, has heretofore adopted resolutions appointing a Commissioner and two Alternate Commissioners to the North Carolina Eastern Municipal Power Agency Board of Commissioners; and

WHEREAS, past practice has been to have an elected City official as Alternate #1 Commissioner; and

WHEREAS, the Alternate #1 position has previously been filled by former Council Member Chip Little;

NOW, THEREFORE, BE IT RESOLVED, that J. Bryant Kittrell, III be appointed as Alternate #1 Commissioner to the North Carolina Eastern Municipal Power Agency to serve at the pleasure of the City Council of the City of Greenville and the Greenville Utilities Commission.

Adopted this ____ day of _____, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Ordinance amending Greenville Utilities' FY 2008-2009 Budget

Explanation: The FY 2008-2009 Electric, Water, Sewer & Gas Budgets for Greenville Utilities need to be amended to reflect the following actions, which were finalized just prior to or after the adoption of the budget.

- 1) Memorandum of Understanding (MOU) for the annual transfer amount (turnover) to be paid by GUC to the City – Due to the timing of the bond issuance, the MOU was developed to maintain a stable transfer amount for both GUC and the City.
- 2) Issuance of Combined Enterprise System Revenue Bonds, Series 2008A and 2008B
- 3) Adoption & implementation of electric rate adjustments effective August 1, 2008

At their meeting on August 19, the GUC Board approved the budget amendments and recommended similar approval by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adoption of FY 2008-2009 Budget Ordinance Amendment for GUC.

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 [Budget Amendment Ordinance](#)

ORDINANCE NO. _____
 TO AMEND ORDINANCE 08-74
 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 expenditures according to the following schedules:

<u>REVENUES</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
A. <u>Electric</u>			
Rates & Charges	\$169,370,166	\$18,089,249	\$187,459,415
Fees & Charges	675,000	0	675,000
U.G. & Temp. Service Charges	470,000	0	470,000
Miscellaneous	485,423	0	485,423
Interest on Investments	1,650,000	0	1,650,000
Bond Proceeds	4,000,000	285,981	4,285,981
Total Electric Revenue	<u>\$176,650,589</u>	<u>\$18,375,230</u>	<u>\$195,025,819</u>
B. <u>Water</u>			
Rates & Charges	\$12,721,221	\$0	\$12,721,221
Fees & Charges	1,071,760	0	1,071,760
Capacity Fees	956,000	0	956,000
Miscellaneous	127,923	0	127,923
Interest on Investments	120,000	0	120,000
Bond Proceeds	0	630,085	630,085
Total Water Revenue	<u>\$14,996,904</u>	<u>\$630,085</u>	<u>\$15,626,989</u>
C. <u>Sewer</u>			
Rates & Charges	\$12,909,990	\$0	\$12,909,990
Fees & Charges	817,769	0	817,769
Capacity Fees	1,218,733	(484,448)	734,285
Acreage Fees	0	484,448	484,448
Pitt County	430,437	0	430,437
Miscellaneous	76,923	0	76,923
Interest on Investments	300,000	0	300,000
Bond Proceeds	0	813,668	813,668
Total Sewer Revenue	<u>\$15,753,852</u>	<u>\$813,668</u>	<u>\$16,567,520</u>
D. <u>Gas</u>			
Rates & Charges	\$38,909,793	\$0	\$38,909,793
Fees & Charges	297,805	0	297,805
Miscellaneous	88,423	0	88,423
Interest on Investments	100,000	0	100,000
Bond Proceeds	0	123,688	123,688
Total Gas Revenue	<u>\$39,396,021</u>	<u>\$123,688</u>	<u>\$39,519,709</u>
TOTAL REVENUES	<u><u>\$246,797,366</u></u>	<u><u>\$19,942,671</u></u>	<u><u>\$266,740,037</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, 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	\$0	\$4,089,334
Finance Department	\$16,169,715	0	\$16,169,715
Human Resources Department	\$3,278,000	0	\$3,278,000
Information Technology Department	\$3,401,262	0	\$3,401,262
Customer Relations Department	\$4,557,604	0	\$4,557,604
Electric Department	\$160,269,275	18,375,230	\$178,644,505
Meter Department	\$2,969,221	0	\$2,969,221
Water Department	\$8,330,076	630,085	\$8,960,161
Sewer Department	\$8,350,363	813,668	\$9,164,031
Gas Department	\$34,876,612	123,688	\$35,000,300
Utility Locating Services	\$505,904	0	\$505,904
TOTAL EXPENDITURES	<u>\$246,797,366</u>	<u>\$19,942,671</u>	<u>\$266,740,037</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 _____, 2008.

Patricia C. Dunn, Mayor

Attest:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Budget ordinance amendment #3 to the 2008-2009 City of Greenville budget

Explanation: Attached is an amendment to the 2008-2009 budget ordinance for consideration at the September 8, 2008, 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 contingency funds and funds received from the Little Willie Center for the construction of a fire escape at the rectory building of the Lucille Gorham Intergenerational Center. The total cost of the project is estimated to be \$7,000, which will be split 50/50 between the City and the Little Willie Center. This expenditure was approved by the City Council at the August 11, 2008 City Council meeting.

B To allocate unused funds from fiscal year 2007-2008 to finish installing an emergency operating light for Fire Station #2 at the intersection of Arlington Boulevard and Hemby Lane (\$23,626).

C To allocate Powell Bill funds necessary to pay the 2nd installment required to NCDOT for the completion of the NC 43 Widening Project. The estimated cost of the project is \$5,000,000 and the City's share is \$500,000. The first \$250,000 was paid during fiscal year 2007-2008 (\$250,000).

D To carry over unused Police Department donations to purchase supplies for the DARE classes and offset National Night Out expenses (\$2,592).

Fiscal Note: The budget ordinance amendment affects the following fund: increase General Fund by \$279,718.

<u>Fund Name</u>	<u>Original Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>

General Fund	\$ 71,227,706	\$ 279,718	\$ 71,507,424
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Recommendation: Approve budget ordinance amendment #3 to the 2008-2009 City of Greenville budget.

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 [Budget Ordinance Amendments 2008 2009 776865](#)

ORDINANCE NO. 08-_____
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#3) AMENDING ORDINANCE NO. 08-73

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 Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
Donations ^A	\$ -	\$ 3,500	\$ 3,500
Appropriated Fund Balance ^{B,C,D}	1,562,593	<u>276,218</u>	1,838,811
Total		<u>\$ 279,718</u>	

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

<u>Department</u>	<u>Original Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
Police ^D	\$19,962,659	\$ 2,592	\$19,965,251
Public Works ^A	9,699,705	7,000	9,706,705
Capital Improvements ^{B,C}	5,358,215	<u>273,626</u>	5,631,841
Total		<u>\$ 283,218</u>	

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

<u>Department</u>	<u>Original Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
Contingency ^A	\$ 164,192	\$ 3,500	\$ 160,692

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

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

Adopted this 8th day of September, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Report on bid awarded

Explanation: The Director of Financial Services reports that the following bid was awarded during the month of August 2008 and is to be included on the City Council agenda for information.

Date Awarded	Description	Vendor	Amount	M/WBE
				Yes/No
8/06/08	10 ea. Scott Air-Pak AP75 with Cylinders and Valve assemblies.	MES-Asheville Fire & Safety	\$51,850	No

Fiscal Note: An expenditure of \$51,850 was appropriated in the 2008-2009 budget to purchase these items.

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

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[Bid Tabulation Scott Air Pak AP75 780808](#)

BID TABULATION SHEET
City of Greenville, North Carolina
Financial Services Department

Description: Scott Air-Pak AP75
Informal Bid#2008/09-07

Contractor	Address	Contact:	Base Bid	Alternate Bid	Comments
MES-Asheville Fire & Safety	P.O. Box 2626 Asheville, NC 28802		\$51,850.00		
Lab Safety Supply	P.O. Box 1368 Janesville, WI 53547		No Bid		
Coastal Fire Systems, Inc.	410 Sunrise Highway West Babylon, NY 11704		No Bid		

*Highlighted bidder received award

Doc#780808

 Angelene E. Brinkley, CLGPO, MPA
 Purchasing Manager

Date: _____



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Presentations by boards and commissions

a. Human Relations Council

Explanation: The Human Relations Council will make their annual presentation to City Council at the September 8, 2008 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended.

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City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Report on Off-Leash Dog Area

Explanation: When Greenville's first off-leash dog area (GOLDA) was established in 2007, staff indicated at that time that the park's operations would be evaluated after one year and reported to City Council. Recreation and Parks staff and Anita Desantis, Chairperson of Friends of GOLDA, will make a presentation at the September 8, 2008 City Council meeting.

Fiscal Note: No cost to receive the report.

Recommendation: Hear the report by staff and Friends of GOLDA.

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City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Amended Municipal Infrastructure Reimbursement Agreement for the Thomas Langston Road Extension

Explanation: At its June 8, 2006, meeting, City Council approved an infrastructure agreement for the construction of the Thomas Langston Road Extension. The owner of the property east of Memorial Drive upon which a substantial portion of the Thomas Langston Road Extension is located agreed to an arrangement in which the City is responsible for the construction of the Extension and the City will receive the necessary 90' in width right-of-way upon the owner's property at no cost (an estimated value of \$559,000) and, additionally, a reimbursement of \$600,000 of the expense incurred for the design and construction of the project. The agreement provided that the reimbursement is to occur in stages as identified tracts are developed but in no event later than in seven (7) years. The agreement also provided for surety in the form of a deed of trust, letter of credit, or deposit of funds in escrow to guarantee the payment. Other provisions in the agreement related to the responsibility for other improvements, the circumstances in which the owner may accomplish, at an earlier time, a portion of the improvements on its own, the ability of the owner to assign its rights and obligations, and what occurs if the project is not constructed.

The agreement provided that if the City did not receive by December 31, 2008, approval from the Seaboard Coastline Railroad to cross the railroad right-of-way with the Extension, then the Extension was not to be constructed, the street right-of-way would be reduced from 90 to 50 feet, and the owner would build a standard, collector street instead. Although the design of the thoroughfare has been completed and the project is ready to be bid, approval from Seaboard has not yet been received. This approval is anticipated but not guaranteed. An amendment to the agreement is necessary so that the right-of-way does not automatically reduce and so that the Extension will be built even if the approval is not received by December 31, 2008. Additionally, as a result of the ongoing residential development adjacent to this extension, there is a need to proceed with construction of a portion of the Extension to accommodate the residential traffic. In order to accommodate this, an amendment to provide for the construction of the extension in phases is needed. Phase 1 would consist of the

extension from Memorial Drive to the eastern right-of-way of Branson Drive, and this would commence soon so that it can be completed by the end of 2009. The balance of the extension eastward would occur after the approval by Seaboard Coastline Railroad was received.

The amendment accomplishes the following:

- (1) The portion of the Thomas Langston Road Extension from Memorial Drive to Branson Road will be constructed no later than December 31, 2009.
- (2) The possibility of an automatic reversion of a portion of the right-of-way of the Extension as a result of not receiving the Railroad's approval to cross its right-of-way by December 31, 2008, is eliminated.
- (3) Payment of the owner's and developer's share of the cost of the Extension is based upon a rate per acreage developed rather than upon identified tracts partially developed regardless of acreage actually developed. The final date of payment, regardless of developed acreage, is extended one (1) year to June 30, 2014.
- (4) The balance of the needed right-of-way for the Extension to the railroad right-of-way is dedicated to the City at no cost including turn lanes and sight distances near Memorial Drive and temporary construction easements.
- (5) The responsibility is established for the developer to pay the difference between the developer's and the City's share of the stormwater improvements associated with the Extension and associated with the residential development. This difference amounts to an additional \$40,048 to be paid to the City as the property is developed in the same manner as the payment by the developer to the City for its share of the cost of the Extension is to occur.

The parties to the amendment are the City of Greenville, Langston Farms, LLC, Tommie L. Little and Marilee M. Little, and Greenville Properties of North Carolina, LLC.

City Council approval of the amended agreement is required.

Attached is a copy of the amended agreement. Also attached is a copy of a map showing where the Extension is located (the additional right-of-way being dedicated by the amendment is not shown on the map).

Fiscal Note:

The amended agreement does not impact the amount of funds necessary for this project. \$2.86 million has been set aside for the Thomas Langston Road Extension, which is being funded by proceeds of the bond that was approved in the November 2004 referendum.

Recommendation: The City Council approve the amended Municipal Infrastructure Reimbursement Agreement for the Thomas Langston Road Extension.

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

Attachments / click to download

[September 2008 Agreement re. Thomas Langston Road 773042](#)

[Thomas Langston Road Ext Plat 783331](#)

NORTH CAROLINA
PITT COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of September, 2008, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter sometimes referred to as the CITY, Langston Farms, LLC, a North Carolina limited liability company, Party of the Second Part and hereinafter referred to as the OWNER, Tommie L. Little and Marilee M. Little, Parties of the Third Part and hereinafter referred to as LITTLE, and Greenville Properties of North Carolina, LLC, a North Carolina limited liability company, Party of the Fourth Part and hereinafter referred to as the DEVELOPER ;

WITNESSETH

WHEREAS, by an agreement dated June 28, 2006, the CITY and the OWNER entered into a municipal infrastructure reimbursement agreement relating to the construction of the Thomas Langston Road Extension, said agreement being recorded in Book 2143, at Page 12, Pitt County Registry;

WHEREAS, by an agreement dated June 28, 2006, the OWNER assigned to LITTLE the specific obligations, duties, and responsibilities pursuant to the aforementioned agreement between the CITY and the OWNER for Tracts 1, 2, 3, 4, 5 and 6 and retained the specific obligations, duties and responsibilities for Tracts 7 and 8, said agreement being recorded in Book 2143, at Page 1, Pitt County Registry;

WHEREAS, by deed dated June 28, 2006, LITTLE conveyed Tract 1 to the CITY, said deed being recorded in Book 2143 at Page 30, Pitt County Registry;

WHEREAS, by deed dated March 7, 2007, LITTLE conveyed Tracts 2, 3, 4, 5, and 6 to the DEVELOPER, said deed being recorded in Book 2278, at Page 752, Pitt County Registry; and

WHEREAS, as a result of the acquisition of additional property by LITTLE and the DEVELOPER and the determination to commence the construction of a portion of the Thomas Langston Road Extension prior to the receipt of approval to cross the railroad right-of-way, the CITY, the OWNER, LITTLE and the DEVELOPER have agreed to amend the previous agreements;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the CITY, the OWNER, LITTLE, and the DEVELOPER agree as follows:

1) Dedication of Right of Way by LITTLE. LITTLE will dedicate to the CITY the portion of the right-of-way for the Thomas Langston Road Extension which is located upon property owned by LITTLE and shall consist of the tract or parcel excepted from Tract 1 as described in the deed recorded in Book 2278 at Page 752, Pitt County Registry. The right-of-way to be dedicated shall be at least ninety (90) feet in width and extend from the eastern

property line of Tract 1 as shown on the map entitled "Boundary Survey for Langston Farms, LLC", prepared by Baldwin and Associates, and dated March 24, 2006, to the western property line of the Seaboard Coastline Railroad right-of-way. The dedication will be accomplished by the recordation of a deed from LITTLE to the CITY, said deed to convey the right-of-way in fee simple with general warranty, free of all liens, encumbrances, restrictions, covenants, rights-of-way and easements of any kind which are not acceptable to the CITY. LITTLE shall complete the dedication to the CITY no later than October 1, 2008. It is understood and agreed that the dedication of the right-of-way in accordance with the provisions of this paragraph may be made by the DEVELOPER, if LITTLE has conveyed said right-of-way to the DEVELOPER subsequent to the execution of this Agreement. It is understood and agreed that the dedication of the right-of-way pursuant to this paragraph is in addition to the dedication of the right-of-way by LITTLE to the CITY which occurred by the deed dated June 28, 2006, and recorded in Book 2143, at Page 30, Pitt County Registry.

2) Right of Way Dedication and Temporary Construction Easement Map. In order to ensure that all right of way and temporary construction easements necessary for the street improvements associated with the Thomas Langston Road Project have been dedicated, LITTLE, DEVELOPER, OWNER, and CITY shall dedicate said right of way and temporary construction easements by signing no later than October 1, 2008, the "owners statement" and "dedication" blocks on the final plat entitled "Right of Way Dedication and Temporary Construction Easement Map Thomas Langston Road Extension Project" prepared by Baldwin and Associates. After said final plat has been signed by LITTLE, DEVELOPER, OWNER, and CITY, the CITY shall record said final plat in the Pitt County Registry no later than October 3, 2008.

3) Construction. The CITY will design the street improvements associated with the Thomas Langston Road Extension within the right-of-way of the Thomas Langston Road Extension dedicated by LITTLE to the CITY in accordance with the provisions of paragraph 1 of this Agreement, by the deed dated June 28, 2006, and recorded in Book 2143, at Page 30, Pitt County Registry, and by the final plat recorded in accordance with the provisions of paragraph 2 of this Agreement. The portion of the Thomas Langston Road Extension which consists of the street improvements from Memorial Drive to the eastern right-of-way line, extended, of Branson Drive as shown on the preliminary plat of Westhaven South, Section 5 as approved by the Planning and Zoning Commission on May 17, 2008, is hereinafter referred to as Phase 1 of the Thomas Langston Road Extension. The CITY will construct Phase 1 of the Thomas Langston Road Extension and shall use its best efforts to complete the construction of Phase I of the Thomas Langston Road Extension no later than December 31, 2009. The portion of the Thomas Langston Road Extension which consists of the street improvements from the eastern right-of-way line, extended, of Branson Drive as shown in the preliminary plat of Westhaven South, Section 5 as approved by the Planning and Zoning Commission on May 17, 2008, to the western property line of the Seaboard Coastline Railroad right-of-way is hereinafter referred to as Phase 2 of the Thomas Langston Road Extension. The CITY will construct Phase 2 of the Thomas Langston Road Extension if it receives within ten (10) years of the date of this Agreement the approval of the Seaboard Coastline Railroad to cross the railroad right-of-way located east of the right-of-way of the Thomas Langston Road Extension dedicated by LITTLE to the CITY in accordance with the provisions of paragraph 1 of this Agreement and shall use its best efforts to complete the construction of Phase 2 of the Thomas Langston Road Extension no later than eighteen (18) months after it receives the approval of the Seaboard Coastline Railroad to cross the railroad right-of-way located east of the right-of-way of the Thomas Langston Road

Extension dedicated by LITTLE to the CITY in accordance with the provisions of paragraph 1 of this Agreement. Notwithstanding the foregoing, prior to the receipt of said approval from the Seaboard Coastline Railroad or in the event said approval by the Seaboard Coastline Railroad is not received within ten (10) years of the date of this Agreement, the CITY may, in its sole discretion, construct all or a portion of Phase 2 of the Thomas Langston Road Extension.

4) Reimbursement for Design and Construction Expense by OWNER. The OWNER will pay the CITY the sum of TWO HUNDRED FIFTY FIVE THOUSAND EIGHT HUNDRED SEVENTY NINE AND 50/100THS DOLLARS (\$255,879.50) as a reimbursement to the CITY for the expense incurred for the design and construction of the Thomas Langston Road Extension. The payment will be due and payable as hereinafter described. The OWNER owns 17.628 acres of property which abut the Thomas Langston Road Extension and it is intended that the development of this property will be completed in phases with each phase consisting of a portion of one of the tracts consisting of Tracts 7 and 8, as shown on the map entitled "Boundary Survey for Langston Farms, LLC". When either (i) a final plat is approved by the CITY and recorded for a portion of the property or (ii) a site plan is approved by the CITY for any the portion of the property and a building permit is issued relating to said site plan, then the OWNER shall pay the CITY an amount, which shall be due and payable immediately for the applicable portion of property upon the occurrence of either (i) or (ii) above, in the amount determined by applying the rate of FOURTEEN THOUSAND FIVE HUNDRED FIFTEEN AND 52/100THS DOLLARS (\$14,515.52) for each acre located within said portion of the property, said rate per acre being determined by dividing the amount to be paid by the OWNER to the CITY by the acres in the two (2) tracts. Notwithstanding any other provision of this paragraph, full payment of the \$255,879.50 shall be due and payable and shall be made by the OWNER to the CITY no later than (i) June 30, 2014, or (ii) whenever all of the two (2) tracts have either been final platted or had a building permit issued relating to an approved site plan for any property within a tract, whichever is earlier.

5) Reimbursement for Design and Construction Expense by DEVELOPER. The DEVELOPER will pay the CITY the sum of THREE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED TWENTY AND 50/100THS DOLLARS (\$344,120.50) as a reimbursement to the CITY for the expense incurred for the design and construction of the Thomas Langston Road Extension and the sum of FORTY THOUSAND FORTY EIGHT AND NO/100THS DOLLARS (\$40,048.00) which is, in accordance with the provisions of paragraph 9, the difference between the DEVELOPER share of the stormwater improvements being constructed as a portion of the Thomas Langston Road Extension and the CITY share of the stormwater improvements being constructed as a portion of the stormwater wetland/detention pond. The payment will be made in installments which will be due and payable as hereinafter described. The DEVELOPER owns 98.148 acres of property which abut the Thomas Langston Road Extension and it is intended that the development of this property will be completed in phases with each phase consisting of a portion of one of the tracts consisting of Tracts 2 through 6, inclusive, as shown on the map entitled "Boundary Survey for Langston Farms, LLC" or a portion of the property acquired by the DEVELOPER by deed dated March 9, 2007, and recorded in Book 2278, at Page 752, Pitt County Registry. When either (i) a final plat is approved by the CITY and recorded for a portion of the property or (ii) a site plan is approved by the CITY for any portion of the property and a building permit is issued relating to said site plan, then the DEVELOPER shall pay the CITY an amount, which shall be due and payable immediately for the applicable portion of the property upon the occurrence of either (i) or (ii) above, in the amount determined by applying the rate of

ONE THOUSAND THREE HUNDRED TWENTY AND 17/100THS DOLLARS (\$1,320.17) for each lot within said portion of the property. Said rate per lot being determined by dividing the amount to be paid by the DEVELOPER to the CITY by the number of lots (291) within the property being developed by the DEVELOPER. Notwithstanding any other provision of this paragraph, full payment of the \$344,120.50 and the \$40,048.00 shall be due and payable and shall be made by the DEVELOPER to the CITY no later than (i) June 30, 2014, or (ii) whenever all of the property has either been final platted or had a building permit issued relating to an approved site plan, whichever is earlier. It is understood and agreed that the DEVELOPER has paid the CITY ONE HUNDRED TWO THOUSAND FIVE HUNDRED SIXTY SIX AND 57/100THS DOLLARS (\$102,566.57) prior to the execution of this Agreement and that said amount is a part of the THREE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED TWENTY AND 50/100THS DOLLARS (\$344,120.50) and the FORTY THOUSAND FORTY EIGHT AND NO/100THS DOLLARS (\$40,048.00) to be paid by the DEVELOPER to the CITY. It is further understood and agreed that said payment was made as a result of a final plat which contained fifty two (52) lots which would have required payment of SIXTY EIGHT THOUSAND SIX HUNDRED FORTY EIGHT AND 84/100THS DOLLARS (\$68,648.84) when applying the rate per lot and, therefore, that the DEVELOPER has a credit in the amount of THIRTY THREE THOUSAND NINE HUNDRED SEVENTEEN AND 73/100THS DOLLARS (\$33,917.73) and that said amount of credit will be first utilized to offset any payment to be made by the DEVELOPER to the CITY pursuant to the provisions of this paragraph first prior to any further payment being made by the DEVELOPER to the CITY.

6) Surety for Payment by OWNER. The OWNER shall provide the CITY with a Deed of Trust, in a form acceptable to the CITY, in order to guarantee the payment by the OWNER to the CITY as required by the provisions of paragraph 4. The 17.628 acres of property owned by the OWNER and consisting of Tracts 7 and 8, as shown on the map entitled "Boundary Survey for Langston Farms, LLC" shall be the property encumbered by the Deed of Trust, the City Manager of the CITY shall be the Trustee, the CITY shall be the beneficiary, and the Deed of Trust shall be either a first or second position Deed of Trust. In the event the CITY is provided a Deed of Trust with the CITY in the second position, the Deed of Trust to which the CITY's Deed of Trust is subordinated, shall only be a Deed of Trust which secures either financing for construction on the property or the payment for the acquisition of the property. As a portion of the property is final platted or a building permit is issued relating to an approved site plan for a portion of the property and payment is made by the OWNER to the CITY pursuant to the provisions of paragraph 4, the property final platted or which is the subject of an issued building permit relating to an approved site plan will be released from the Deed of Trust. It is understood and agreed by the CITY and the OWNER that the OWNER, in its discretion, may provide separate deeds of trust for each tract. It is further understood and agreed that, in lieu of a Deed of Trust, the OWNER may provide a letter of credit or escrow of funds in an amount equal to the amount of the payment which is to be made by the OWNER to the CITY for the tract or tracts which are to be secured by the Deed of Trust, said letter of credit and escrow of funds to guarantee the payment by the OWNER to the CITY as required by the provisions of paragraph 4. If a letter of credit is provided, said letter of credit shall be issued by a domestic commercial bank having an office in Greenville and be in a form and contain such substantive provisions as the CITY, acting reasonably, deems necessary and appropriate including provisions relating to draws on the letter of credit. If an escrow of funds is used, said escrow is to be deposited with an escrow agent designated by the CITY and the funds shall be disbursed to the CITY when the applicable payment is to be made in accordance with the provisions of paragraph 4. The Deed of

Trust or Deeds of Trust shall be recorded in the Pitt County Registry of Deeds no later than October 1, 2008, or, in the alternative, the letter of credits or escrow of funds shall be provided to the CITY, no later than October 1, 2008. It is understood and agreed that the OWNER has provided Deeds of Trust relating to said property in accordance with the provisions of the agreement dated June 28, 2006, and recorded in Book 2143, at Page 12, Pitt County Registry, that the reference within said Deeds of Trust to the agreement between the CITY and the OWNER dated June 28, 2006, is hereby amended to refer to this Agreement, and that said Deeds of Trust are sufficient to fulfill the requirements of this paragraph.

7) Surety for Payment by DEVELOPER. The DEVELOPER shall provide the CITY with a Deed of Trust, in a form acceptable to the CITY, in order to guarantee the payment by the DEVELOPER to the CITY as required by the provisions of paragraph 5. The 98.148 acres of property owned by the DEVELOPER and consisting of Tracts 2 through 6, inclusive, as shown on the map entitled "Boundary Survey for Langston Farms, LLC" and the property described in the deed dated March 9, 2007, and recorded in Book 2278, at Page 752, Pitt County Registry shall be the property encumbered by the Deed of Trust, the City Manager of the CITY shall be the Trustee, the CITY shall be the beneficiary, and the Deed of Trust shall be either a first or second position Deed of Trust. In the event the CITY is provided a Deed of Trust with the CITY in the second position, the Deed of Trust to which the CITY's Deed of Trust is subordinated, shall only be a Deed of Trust which secures either financing for construction on the property or the payment for the acquisition of the property. As a portion of the property is final platted or a building permit is issued relating to an approved site plan for a portion of the property and payment is made by the DEVELOPER to the CITY pursuant to the provisions of paragraph 5, the property final platted or which is the subject of an issued building permit relating to an approved site plan will be released from the Deed of Trust. It is understood and agreed by the CITY and the DEVELOPER that the DEVELOPER, in its discretion, may provide separate deeds of trust for each tract. It is further understood and agreed that, in lieu of a Deed of Trust, the DEVELOPER may provide a letter of credit or escrow of funds in an amount equal to the amount of the payment which is to be made by the DEVELOPER to the CITY for the tract or tracts which are to be secured by the Deed of Trust, said letter of credit and escrow of funds to guarantee the payment by the DEVELOPER to the CITY as required by the provisions of paragraph 5. If a letter of credit is provided, said letter of credit shall be issued by a domestic commercial bank having an office in Greenville and be in a form and contain such substantive provisions as the CITY, acting reasonably, deems necessary and appropriate including provisions relating to draws on the letter of credit. If an escrow of funds is used, said escrow is to be deposited with an escrow agent designated by the CITY and the funds shall be disbursed to the CITY when the applicable payment is to be made in accordance with the provisions of paragraph 5. The Deed of Trust or Deeds of Trust shall be recorded in the Pitt County Registry of Deeds no later than October 1, 2008, or, in the alternative, the letter of credits or escrow of funds shall be provided to the CITY, no later than October 1, 2008. It is understood and agreed that the DEVELOPER has provided Deeds of Trust relating to Tracts 2 through 6, inclusive, as shown on the map entitled "Boundary Survey for Langston Farms, LLC" in accordance with the provisions of the agreement dated June 28, 2006, and recorded in Book 2143, and Page 1, Pitt County Registry, that the reference in said Deeds of Trust to an agreement between the OWNER and the DEVELOPER dated June 28, 2006, is hereby amended to refer to this Agreement, that said Deeds of Trust are sufficient to fulfill the requirements of this paragraph relating to said tracts, and that the DEVELOPER will be required to provide the CITY with a Deed of Trust for the

property described in the deed dated March 9, 2007, and recorded in Book 2278, at page 752, Pitt County Registry.

8) Other Improvements by OWNER. The OWNER shall be responsible for all improvements required by the Subdivision Regulations for Greenville, North Carolina, and the development regulations of the CITY associated with the development and subdivision of the property of the OWNER located east of Memorial Drive, south of Westhaven Subdivision, and consisting of Tracts 7 and 8 as shown on the map entitled "Boundary Survey for Langston Farms, LLC", except for the street improvements associated with the Thomas Langston Road Extension.

9) Other Improvements by DEVELOPER. The DEVELOPER shall be responsible for all improvements required by the Subdivision Regulations for Greenville, North Carolina, and the development regulations of the CITY associated with the development and subdivision of the property of the DEVELOPER located east of Memorial Drive, south of Westhaven Subdivision, and consisting of Tract 1, 2, 3, 4, 5, and 6 as shown on the map entitled "Boundary Survey for Langston Farms, LLC", and as described in the deed dated March 9, 2007, and recorded in Book 2278, at Page 752, Pitt County Registry, except for the street improvements associated with the Thomas Langston Road Extension. The DEVELOPER and the CITY will coordinate their efforts in installing the improvements associated with the berm between certain portions of the Thomas Langston Road Extension and the portion of the property of the DEVELOPER proposed for residential development including the conveyance of any necessary easements so that the CITY may maintain a portion of the berm. It is understood and agreed that the CITY will be responsible for the maintenance of the berm facing toward the Thomas Langston Road Extension to the top of the berm provided that the top of the berm is located within either the right-of-way of the Thomas Langston Road Extension or the landscape easement adjacent to said right-of-way. Additionally, the CITY and the DEVELOPER will coordinate their efforts in installing the stormwater improvements for the Thomas Langston Road Extension and the portion of the property of the DEVELOPER proposed for residential development so that the stormwater improvements for the Thomas Langston Road Extension may be incorporated within the stormwater improvements associated with the portion of the property of the DEVELOPER proposed for residential development. Specifically, in accordance with the provisions of paragraph 5, the DEVELOPER shall pay the CITY the sum of FORTY THOUSAND FORTY EIGHT AND NO/100THS DOLLARS (\$40,048.00), said amount being the difference between the DEVELOPER share of said stormwater improvements being constructed as a portion of the Thomas Langston Road Extension and the CITY share of said stormwater improvements being constructed as a portion of the stormwater wetland/detention pond. The DEVELOPER shall convey to the CITY no later than October 1, 2008, the necessary easement to allow the completion of the construction of the stormwater wetland/detention pond which will accommodate the flow from the Thomas Langston Road Extension prior to completion of Phase 1 of the Thomas Langston Road Extension. It is understood and agreed that the Developer will be responsible for the maintenance of the stormwater wetland/detention pond.

10) Access. The CITY will allow the DEVELOPER access to and from Tract 4, 5, 6, 7 and 8 as shown on the map entitled "Boundary Survey for Langston Farms, LLC" over the right-of-way of the Thomas Langston Road Extension dedicated by the OWNER to the CITY by the deed dated June 28, 2006, and recorded in Book 2143 at Page 30, Pitt County Registry provided that the access does not interfere with the construction of the Thomas Langston Road Extension

or the public's use of the Thomas Langston Road Extension after construction. The DEVELOPER shall be responsible for any damages to the right-of-way by said use of the right-of-way for access.

11) Assessments. It is understood and agreed that there will be no assessments or other charges imposed by the CITY to Tracts 2 through 8, inclusive, as shown on the map entitled "Boundary Survey for Langston Farms, LLC" and upon the property described in the deed dated March 9, 2007, and recorded in Book 2278, at Page 752, Pitt County Registry relating to the construction of the Thomas Langston Road Extension other than the dedication of the right-of-way by the deed dated June 28, 2006, and recorded in Book 2143 at Page 30, Pitt County Registry and in accordance with the provisions of paragraph 1 of this Agreement and the payments paid to the CITY in accordance with the provisions of paragraph 4 and 5.

12) Assignment by OWNER. The obligations, duties, and responsibilities of the OWNER as set forth in this Agreement may be assigned, in whole or in part, by the OWNER to any person or entity on the condition that all provisions of this Agreement shall continue in full force and effect and that surety for payment required by the provisions of paragraph 6 shall remain until released in accordance with the provisions of paragraph 6. In the event the OWNER has provided the surety for payment required by the provisions of paragraph 6 prior to the assignment, the OWNER shall provide the CITY with a recorded assumption of said surety unless a replacement surety is provided by the assignee in accordance with the provisions of paragraph 6. Written notice of any assignment shall be given by the OWNER to the CITY within ten (10) days of the assignment specifying the parties thereto, the effective date, and the rights, privileges, obligations, duties, and responsibilities assigned. Any such assignment shall obligate the assignee (as successor in interest to the OWNER) to perform, for the benefit of the CITY, specified obligations, duties, and responsibilities which are designated as the responsibility of the OWNER pursuant to this Agreement and, thereupon, the OWNER shall be released by the CITY from any contingent or further liability or responsibility for such specified obligations, duties, and responsibilities which have been assigned to be performed by the assignee for the benefit of the CITY.

13) Assignment by DEVELOPER. The obligations, duties, and responsibilities of the DEVELOPER as set forth in this Agreement may be assigned, in whole or in part, by the DEVELOPER to any person or entity on the condition that all provisions of this Agreement shall continue in full force and effect and that surety for payment required by the provisions of paragraph 7 shall remain until released in accordance with the provisions of paragraph 7. In the event the DEVELOPER has provided the surety for payment required by the provisions of paragraph 7 prior to the assignment, the DEVELOPER shall provide the CITY with a recorded assumption of said surety unless a replacement surety is provided by the assignee in accordance with the provisions of paragraph 7. Written notice of any assignment shall be given by the DEVELOPER to the CITY within ten (10) days of the assignment specifying the parties thereto, the effective date, and the rights, privileges, obligations, duties, and responsibilities assigned. Any such assignment shall obligate the assignee (as successor in interest to the DEVELOPER) to perform, for the benefit of the CITY, specified obligations, duties, and responsibilities which are designated as the responsibility of the DEVELOPER pursuant to this Agreement and, thereupon, the DEVELOPER shall be released by the CITY from any contingent or further liability or responsibility for such specified obligations, duties, and responsibilities which have been assigned to be performed by the assignee for the benefit of the CITY.

14) Previous Agreements. The provisions of this Agreement amend and supersede the provisions of (1) the agreement dated June 28, 2006, and recorded in Book 2143, at Page 12, Pitt County Registry, in which the CITY and the OWNER entered into a municipal infrastructure reimbursement agreement relating to the construction of the Thomas Langston Road Extension, and (2) the agreement dated June 28, 2006, and recorded in Book 2143, at Page 1, Pitt County Registry, in which the OWNER assigned to LITTLE the specific obligations, duties, and responsibilities pursuant to the aforementioned agreement between the CITY and the OWNER for Tracts 1, 2, 3, 4, 5 and 6 and retained the specific obligations, duties and responsibilities for Tracts 7 and 8. It is understood and agreed that upon execution of this Agreement by all of the parties, the provisions of said agreements, except as amended by this Agreement, are null and void and of no effect.

15) Notices. All notices required under this Agreement shall be deemed to be sufficiently given when presented personally or sent by mail, addressed as follows or to such other address as either the CITY, the OWNER, LITTLE, or the DEVELOPER may subsequently designate by this notice procedure. Addresses for the purpose of this section can be changed by written notice to the other parties.

TO CITY:

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

TO OWNER:

Registered Agent
Langston Farms, LLC
3950 Blue Ridge Road
Raleigh, NC 27612

TO LITTLE:

Tommie L. Little
Marilee M. Little
110 Lord Ashley Drive
Greenville, NC 27858

TO DEVELOPER:

Registered Agent
Greenville Properties of
North Carolina, LLC
P.O. Box 979
Greenville NC 27835

16) Amendment. The conditions, covenants, and terms of this Agreement may only be waived, altered or modified by an instrument in writing signed by the CITY, the OWNER, LITTLE, and the DEVELOPER.

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

CITY OF GREENVILLE

BY: _____ (SEAL)
Wayne Bowers, City Manager

LANGSTON FARMS, LLC

BY: _____ (SEAL)
Mary Virginia Langston, Manager

Tommie L. Little (SEAL)

Marilee M. Little (SEAL)

GREENVILLE PROPERTIES
OF NORTH CAROLINA, LLC

BY: _____ (SEAL)
Tommie L. Little, Jr.

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

NORTH CAROLINA
_____ COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Mary Virginia Langston, Manager of Langston Farms, LLC, a limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2008.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Wayne Bowers, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2008.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Tommie L. Little, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2008.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Marilee M. Little, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2008.

Notary Public

My Commission Expires: _____

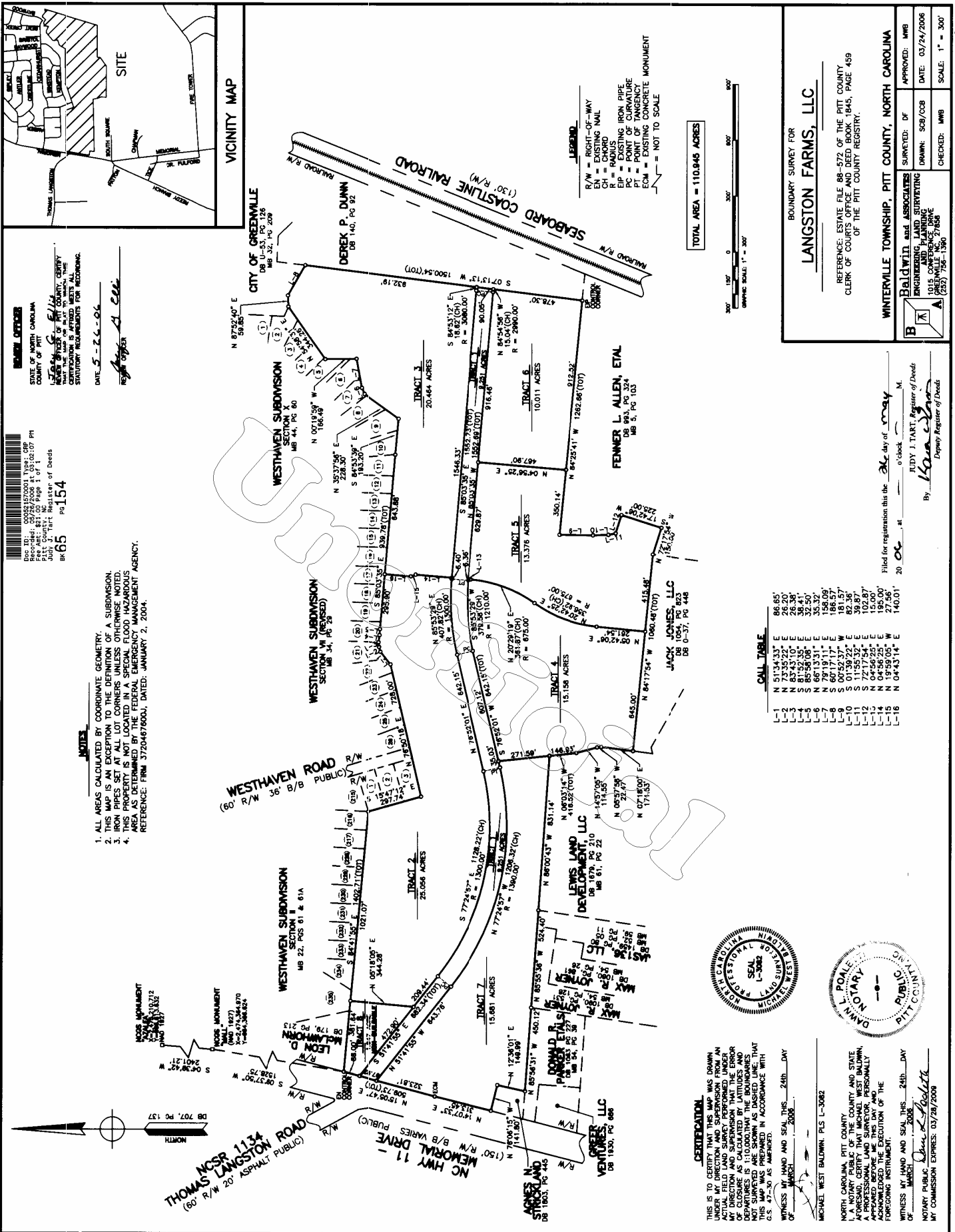
NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Tommie L. Little, Jr., Manager of Greenville Properties of North Carolina, LLC, a limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2008.

Notary Public

My Commission Expires: _____





City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Policy for implementing the Leadership in Energy and Environmental Design (LEED) system ("Green Building") in the City's Building Program

Explanation: The City of Greenville adopted the US Mayor's Climate Protection Agreement. One of the Agreement's objectives is to practice and promote sustainable building practices using the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program or other similar system. Additionally, one of the City Council's objectives for 2008-2009 is to have staff recommend a policy for all City buildings to meet a minimum of LEED-Certified standard.

LEED is a green building rating system. It is a nationally accepted system for designing, constructing, and operating green buildings. The US Green Building Council reviews and issues all certificates for buildings that will be certified through the LEED Program.

According to the US Green Building Council, buildings account for 40% of all Greenhouse gas emissions. The US Green Building Council developed the LEED program in an effort to reduce the impact of constructing and operating buildings on the environment. The Program addresses the following five areas:

- Sustainable sites
- Water efficiency
- Energy and atmosphere
- Materials and resources
- Indoor Environmental quality

The program has four levels of certification. The higher the certification level the building is designed to obtain, the less impact it has on the environment. Staff's research has determined that the cost to obtain the lowest level of certification (Certified) is typically 0.66% more than the cost of "normal" construction. The typical cost to obtain the next higher level of certification (Silver) is 1.9% more than the cost of "normal" construction. Operating costs of

a typical green building tend to be lower, thus generating operational savings and returning the additional capital investment over time.

Staff has been working with the local Home Builder's Association to start a Green Building Council. Staff's objective is to increase the number of green buildings through voluntary measures. For the City to effectively promote sustainable building practices within the City, the City should participate in the program itself.

Fiscal Note:

The adoption of this policy will increase the cost of building projects in the capital improvement program by up to 2%. The operating costs of the buildings, however, will be reduced. The annual return on investment is typically 25 to 40%. Typically, the "green" investment pays for itself in 3 years.

Recommendation:

City Council provide guidance on the proposed policy that is attached.

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Attachments / click to download

 [Final_LEED_recommendation_783109](#)

To: City Council

From: Wesley B. Anderson, Director of Public Works

Date: August 26, 2008

Subject: Conceptual Policy for Implementing Leadership in Energy and Environmental Design (LEED) (Green Building Rating System) program in City Buildings

The City of Greenville adopted the US Mayor's Climate Protection Agreement. One of the Agreement's objectives is to practice and promote sustainable building practices using the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program or other similar system. Additionally, one of the City Council's objectives is to have Staff recommend a policy for all City Buildings to meet a minimum of the LEED-Certified standard.

LEED is a green building rating system. It is a nationally accepted system for designing, constructing, and operating green buildings. The US Green Building Council reviews and issues all certificates for buildings that will be certified.

According to the US Green Building Council, buildings account for 40% of all greenhouse gas emissions. The US Green Building Council developed the LEED program in an effort to reduce the impact of constructing and operating buildings on the environment. The Program addresses the five following areas:

- Sustainable sites
- Water efficiency
- Energy and atmosphere
- Materials and resources
- Indoor Environmental quality

The program has four levels of certification. The higher the certification level the building is designed to obtain, the less impact it has on the environment. Staff's research has determined that the cost to obtain the lowest level of certification (Certified) is typically 0.66% more than the cost of "normal" construction. The typical cost to obtain the next higher level of certification (Silver) is 1.9% more than the cost of "normal" construction. Operating costs of a typical Green Building tends to be lower thus generating operational savings and paying back the additional capital investment over time.

Per the April 2008 Southern City newsletter, as of February 1, 2008, LEED initiatives have been adopted in 27 States, 23 counties, 92 cities and towns, and 36 institutions of higher education. In North Carolina this includes:

North Carolina University System
Asheville
Chapel Hill
Carrboro
Durham
Raleigh
Wilmington
Huntersville

In particular Asheville's Program requires any new city buildings of 5,000 square feet or more be LEED-Gold certified; less than 5,000 square feet will be LEED-Silver. Chapel Hill's policy requires that any new or expanded/renovated town buildings must at minimum meet LEED-NC (new construction) standards.

Staff has been working with the local Home Builder's association to start a Green Building Council. Staff's objective is to increase the number of green buildings through voluntary measures. For the City to effectively promote sustainable building practices within the City, the City should participate in the program itself.

Staff Proposal for City Council Comments: Staff requests the City consider the following draft policy and provide comments.

All new construction, renovation or addition of over 10,000 square feet or more will meet a minimum of LEED – Silver and will be certified by the US Green Building Council. The City Council may grant a waiver to this requirement when the type of project is not a suitable project for the Green Building program.

All new construction, renovation or addition of 5,000-10,000 square feet or more will meet a minimum of LEED – Certified and will be certified by the US Green Building Council. The City Council may grant a waiver to this requirement when the type of project is not a suitable project for the Green Building program.

All new construction renovation or addition less than 5,000 square feet or more will be a minimum of LEED – Certified and is not required to be certified by the US Green Building Council. The City Manager is authorized to grant a waiver to this requirement when the type of project is not a suitable project for the Green Building program.

City staff will modify the proposed policy based on Council comments and will work with Greenville Utilities Commission to finalize a recommendation for later adoption by the City Council.



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Resolution affirming support and partnership with the 2010 Census

Explanation: Every year, more than \$300 billion in federal funds are awarded to states and communities based on census data. Census data guide local decision-makers in important community planning efforts, including where to build new roads, hospitals, and schools. Census data affect the City's voice in Congress by determining how many seats each state will have in the U.S. House of Representatives as well as the redistricting of State legislatures, county commissioners, city councils, and voting districts. The US Census Bureau has asked the City of Greenville to become an official 2010 Census partner to ensure the success of the monumental effort. The goal of the Census Bureau's partnership program is to combine the strengths of local governments, community-based organizations, faith-based organizations, schools, media, businesses, and others to ensure a complete and accurate 2010 Census. The Census Bureau will provide promotional materials, regular updates, and data assistance to partners to assist in this effort.

Fiscal Note: No direct cost to the City.

Recommendation: Adopt the attached resolution affirming support of and partnership with the 2010 census.

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Attachments / click to download

[Resolution affirming support of and partnership with the 2010 census 783857](#)

RESOLUTION NO. 08-
RESOLUTION AFFIRMING SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS

WHEREAS, the U.S. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population and provides a historic opportunity for the City of Greenville to help shape the foundation of our society and play an active role in American democracy;

WHEREAS, the City of Greenville is committed to ensuring every resident is counted;

WHEREAS, more than \$300 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment, and much more;

WHEREAS, census data determine how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts;

WHEREAS, the 2010 Census creates hundreds of thousands of jobs across the nation;

WHEREAS, every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years; and

WHEREAS, a united voice from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 Census;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Greenville does hereby support the goals and ideals for the 2010 Census. It asks its affiliates and membership to partner together to achieve an accurate and complete count and encourages people in the City of Greenville to participate in events and initiatives that will raise overall awareness of the 2010 Census and increase participation among all populations.

This 8th day of September, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2008
Time: 6:00 PM

Title of Item: Proposed 2009 City Council Meeting Schedule

Explanation: A proposed 2009 City Council meeting schedule has been created that shows the meeting dates as they would normally appear. Potential conflicts or requested changes by Council Members, as well as the proposed dates for the Annual Planning Session and Budget Meeting are listed below.

1. January 19 - This is Martin Luther King, Jr. holiday, which is a City-recognized holiday.
2. January 24 - This is the date that is proposed by the City Manager for the 2009 Annual Planning Session.
3. March 9 and 12 - Council Member Mercer has requested that these meetings be changed to March 2 and 5 as per his discussions with other Council Members and staff.
4. May 25 - This is Memorial Day, which is a City-recognized holiday.
5. June 1 - This is the date that is proposed by the City Manager for a budget meeting.
6. July - In the past several years, the Council has taken vacation the month of July.
7. September 7 - This is Labor Day, which is a City-recognized holiday.
8. November 12 - The National League of Cities Conference is scheduled for November 10-14, and we traditionally have at least two people attending.

Fiscal Note: None.

Recommendation: Approve a 2009 City Council meeting schedule.

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 [Proposed_2009_City_Council_Meeting_Schedule_752483](#)

PROPOSED 2009 CITY COUNCIL MEETING SCHEDULE

January 5 – 6:00	September 7 – 6:00 (Labor Day)
January 8 – 7:00	September 10 – 7:00
January 19 – 6:00 (MLK Holiday)	September 21 – 6:00
January 24 -- (Annual Planning Session)	
	October 5 – 6:00
February 9 – 6:00	October 8 – 7:00
February 12 – 7:00	October 19 – 6:00
February 23 – 6:00	
	November 9 – 6:00
March 9 – 6:00 (Council Member Mercer has requested that this meeting be changed to March 2 as per discussion with other Council Members and staff.)	November 12 – 7:00 (NLC Conference)
	November 23 – 6:00
March 12 – 7:00 (Council Member Mercer has requested that this meeting be changed to March 5 as per discussion with other Council Members and staff.)	December 7 – 6:00
	December 10 – 7:00
March 23 – 6:00	December 21 – 6:00
April 6 – 6:00	
April 9 – 7:00	
April 20 – 6:00	
May 11 – 6:00	
May 14 – 7:00	
May 25 – 6:00 (Memorial Day Holiday)	
June 1 – 6:00 (Budget Meeting)	
June 8 – 6:00	
June 11 – 7:00	
June 22 – 6:00	
July 6 – 6:00	
July 9 – 7:00	
July 20 – 6:00	
August 10 – 6:00	
August 13 – 7:00	
August 24 – 6:00	