



Agenda

Greenville City Council

May 9, 2011
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Mayor Dunn

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VI. Consent Agenda

1. Minutes from the March 3, April 11, and April 14, 2011 City Council meetings
2. First reading of an ordinance authorizing expansion of an existing bus franchise by The Rupp Group, LLC, d/b/a DD Express
3. First reading of an ordinance granting a taxicab franchise to Mamadou Sanogo, d/b/a Liberty Cab Company
4. Resolution accepting dedication of rights-of-way and easements for Windsor, Section 9

5. Contract award for the design of storm drainage improvements for Lakewood Pines Subdivision
6. Series resolution authorizing vehicle and heavy equipment purchases through installment purchase financing for Greenville Utilities Commission
7. Resolution authorizing the disposition of one surplus 1999 Ford Crown Victoria to the Town of Bethel
8. Report on bids awarded

VII. New Business

9. Report from the Cable Television Government Access Channel Ad Hoc Advisory Committee
10. Review of proposed City Council redistricting plan
11. Presentations of the proposed fiscal year 2011-2012 budgets:
 - a. Pitt-Greenville Convention and Visitors Authority
 - b. Sheppard Memorial Library
 - c. Pitt-Greenville Airport
 - d. Greenville Utilities Commission
 - e. City of Greenville
12. Cost allocation agreements for payroll services provided to Sheppard Memorial Library, Pitt-Greenville Convention and Visitors Authority, and Pitt-Greenville Airport Authority
13. Metropolitan Planning Organization cost-sharing plan and creation of an additional staff position
14. Issuance of the remaining 2004 general obligation bonds
15. Lucille W. Gorham Intergenerational Center lease payments
16. Budget ordinance amendment #10 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57)

VIII. Review of May 12, 2011 City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Closed Session

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

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

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- Title of Item:** Minutes from the March 3, April 11, and April 14, 2011 City Council meetings
- Explanation:** Proposed minutes from the March 3 and April 14, 2011 City Council meetings are presented for review and approval. The April 11 minutes will be distributed to the City Council on May 6.
- Fiscal Note:** No direct cost.
- Recommendation:** Review and approve proposed minutes from the March 3, April 11, and April 14, 2011 City Council meetings
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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Proposed_Minutes_of_the_March_3_2011_City_Council_Meeting_891023](#)
 - [Proposed_Minutes_of_the_April_14_2011_Council_Meeting_895094](#)
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PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, MARCH 3, 2011



A regular meeting of the Greenville City Council was held on Thursday, March 3, 2011 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 7:00 pm, then Council Member Smith gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Wayne Bowers stated two public hearing items listed have been continued to April 14, 2011 by request of the applicant, V-SLEW, LLC.

Council Member Joyner moved to approve the agenda, with changes referenced by the City Manager. Council Member Glover seconded the motion, which passed by unanimous vote.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

- Community Appearance Commission

Motion was made by Council Member Smith and seconded by Mayor Pro-Tem Kittrell to appoint Carol Phillips for a first three-year term expiring April 2014, replacing LaRonda Hodges who moved out of state. Motion carried unanimously.



- Greenville Utilities Commission

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member Joyner to appoint Phil Flowers for a first term expiring June 30, 2011, replacing Stan Eakins who moved in the city limits. Motion carried unanimously.

CONSENT AGENDA

Mr. Bowers introduced items on the Consent Agenda, reading out the title of each as follows:

- Minutes from the January 10 and January 13, 2011 City Council meetings
- Resolution authorizing the Director of Public Works to sign and execute all papers and documents in connection with the 2011-2012 application for State aid for mosquito control grants (Resolution No. 018-11)
- Resolution authorizing a lease/purchase program with EXCEED for property located at 1101 Douglas Avenue (Resolution No. 019-11)
- Establishment of fair market value for 1210 Dickinson Avenue
- (Removed for Separate Discussion) Budget ordinance amendment #8 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and amendment to the Byrne-JAG Grant Fund (Ordinance No. 09-79) and amendment to the Thomas Langston Road Extension Project (Ordinance No. 06-98)

Council Member Joyner stated he would prefer that budget amendments be listed as discussion items. He then moved to remove Budget ordinance amendment #8 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) for separate consideration and to approve remaining items on the Consent Agenda. Council Member Smith seconded the motion, which passed by unanimous vote.



OLD BUSINESS

- City/GUC wellness programs

Benefits Manager Frank Salvato stated the City and Greenville Utilities Commission (GUC) set up wellness programs for their employees over 25 years ago, and a joint program has been supported for the past 16 years. With rising health insurance costs, a growing trend has been to focus greater efforts in disease prevention, healthy lifestyles, and general wellness/fitness of insured employees and their family dependents. CIGNA has been very proactive in encouraging the City's participation and has partnered with the City's Wellness Coordinator, Barbara Avery, on a number of activities and projects over the years.

The 2010 transition to a self-insured medical plan by the City and GUC brought an increased sense of urgency to develop and implement a more comprehensive wellness program with greater across-the-board participation by employees and their families. To get a baseline on the needs of City and GUC employees, CIGNA sponsored biometric screenings and encouraged the completion of health risk assessments (HRAs) in November 2010. Results of that initiative are summarized below:

CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Review of HRA & Biometric Screening

- ✓ 170 participants out of 750 = 23%
- ✓ 64% male and 36% female
- ✓ 37% between ages 40-49 , 84% between ages 30-59
- ✓ 60% professionals and 40% laborers
- ✓ 76% or 130 tested are at risk in 3 or more areas
- ✓ Major areas of Risk
 - High Blood Pressure - 65% are at risk 22% abnormal
 - BMI - 37% are at risk 44% abnormal
 - Glucose - 43% are at risk 4% abnormal
 - Waist Circumference - 46% are abnormal
 - Total Cholesterol - 25% are at risk 8% are abnormal



The information from the biometric screenings and HRAs will be used to help customize CIGNA's model wellness program to fit our workforce. A key feature of this program is CIGNA's Health Advisors (health coaches), who reach out to employees at risk and enter them into the Employee Incentive Points program. The Advisors monitor and coach these employees one-on-one through whatever health risk they may have.

Human Resources Director Gerry Case stated a Wellness Plan for 2011 would be developed over the next sixty days. One of the goals will be to get more of the City's and GUC's workforce to participate in biometric testing and health screenings. She stressed that support from upper management and elected officials is key in convincing employees that wellness is part of how the City operates and how the City does business.

Council Member Joyner asked what benefit or punishment employees incurred for participating (or not) in the biometric screenings health risk assessment. Ms. Case stated Chamber Bucks were awarded to employees who participated, but no penalty was assessed to those who chose not to participate. She stated Police and Fire personnel already go through more than just biometric screenings, so few of them participated. Council Member Joyner said he feels this will be key in keeping health costs down.

Mayor Pro-Tem Kittrell asked if the City would be aggressively promoting wellness to those employees who tested in the higher risk categories in the biometric screenings and health risk assessments. Mr. Salvato stated the individual employees deemed at risk cannot be targeted specifically because HIPPA regulations prohibits the release of medical records, but the advantage to the City is that the collective results allow us to know what risks to target to address with regard to employee health issues.

Mayor Dunn asked how Greenville's results compare to other municipalities. Mr. Salvato stated Greenville is very similar to the rest of Eastern North Carolina and is not, in fact, drastically different from the rest of the US

Council Member Blackburn stated Greenville is lucky to have a Mayor who was a health educator for many years. She said she is personally very sad to read this report as it reflects the state of health in Eastern NC, which is hard hit by hypertension, obesity and heart disease. She said she feels whatever the Council can do to help improve the health of Greenville's employees should be supported.



Council Member Glover said as someone retired from health care, she feels economics has much to do with Greenville's results. Health problems are more common with lower paid employees. Considering the small percentage of employees who participated in the screenings, having wellness programs available after working hours is unlikely to enhance participation. The culture and mindset of employees will not change unless their economics change. Health care costs will continue to rise as long as pharmaceutical companies have lobbyists in Washington, DC.

Council Member Mercer expressed a desire that attention be given to assessing progress on any program that is implemented with the goal of improving employee health and wellness.

Assistant City Manager Thom Moton added he wanted to make it absolutely clear when phrases like "target employees with problems" are used, it refers to aggregate data and not individual employees. HRA and biometric screening results are confidential.

- Environmental Advisory Commission budget request

Mr. Bowers stated that last year the Council extended an invite to all of the City's Boards and Commissions to submit budget requests. Some submitted their information through departmental liaisons and were funded through departmental budgets. Some others, such as the Environmental Advisory Commission (EAC), submitted their requests for additional funding directly. At the Planning Retreat, Council Member Joyner asked that request be discussed, and as such, those asking for additional funding were included in the agenda packet.

Council Member Joyner stated he'd asked this because an important commission like the EAC needs to know how much money it will have to work with each year. He moved that these budget requests be included as part of the budget process for the fiscal year beginning in July.

Council Member Mercer stated he agrees with the need for Boards and Commissions to know what funding is available for their use, but expressed concern about the best way to determine what is truly needed versus unnecessarily inflating a budget line.

Mayor Pro-Tem Kittrell recommended that funding for boards and commissions addressed within departmental budgets be segregated to a line item so that appropriate funding can be readily identified and expenditures easily captured.



Council Member Blackburn seconded Council Member Joyner's motion, moving to add a friendly amendment to fund the EAC request within the current fiscal year. Council Member Mercer seconded the amendment.

Council Member Glover expressed a reluctance to vote on an expenditure of taxpayer dollars without full information available for review in advance.

There being no further discussion, the amendment to fund the EAC request in the current fiscal year failed by a vote of 1 to 5, with Council Member Blackburn casting the single affirmative vote.

The motion to review and consider all departmental board and commission requests for funding in conjunction with the City's annual budget process was then passed by unanimous vote.

NEW BUSINESS

PUBLIC HEARINGS

- Second reading and final adoption of an ordinance granting a taxicab franchise to Mahmoud Ahmad Atiyha, d/b/a Ace Cab (Ordinance No. 11-011)

City Clerk Carol Barwick stated that Mahmoud Ahmad Atiyha has applied to establish a taxicab franchise, under the trade name of Ace Cab. He plans to operate one taxicab. The Council approved first reading of this franchise ordinance at its February 21st meeting.

Mayor Dunn opened the public hearing at 7:47 pm, inviting comment either in favor of the proposed franchise application. Hearing none, she invited anyone wishing to speak in opposition to come forward.

Stacy Anderson – Faith Cab Company

Ms. Anderson stated she opposes this request because the current economy can't support more cabs in the Greenville area.

William Northrup – Driver for Courtesy Cab

Mr. Northrup stated he opposed this request because he feels franchises are being handed out without proper evaluation of the applicant's background in terms of experience. He stated he has worked with Mr. Atiyha and has nothing against him



personally, but he feels an applicant for a franchise should be required to have more than a few months driving experience.

There being no one else present who wished to speak about Mr. Atiyha's application, Mayor Dunn declared the public hearing closed at 7:52 pm.

Council Member Joyner stated he'd attended a meeting that Assistant City Attorney Bill Little held today with a number of franchise owners to discuss proposed revisions to the City's taxicab ordinance. He said discussion was good, and the experience level of applicants was one of the topics discussed; however, the applicants being considered at tonight's meeting have applied under the existing ordinance and any proposed changes to experience requirements can not yet be considered.

Council Member Glover referred to a previous City Council meeting when Corporal Chris Viverette, who serves as Taxi Inspector, had been present. She stated he discussed the inspection process in terms of insuring vehicle safety, and while she knows it is not the City Council's desire to impede anyone's effort to start their own business, that discussion did cause her to question the experience level of applicants and how well they knew the City.

Council Member Mercer asked about the authority and rationale for the City Council granting taxicab franchises. City Manager Bowers stated state law grants the authority to cities as a matter of public safety. City Attorney Dave Holec added the authority is granted by the General Assembly, and while the power to regulate taxicab franchises is optional, most cities opt to do so because citizens and visitors utilize the service and the franchising process enables cities to insure vehicles are safe and to check drivers' criminal and driving records.

There being no further discussion, Mayor Pro-Tem Kittrell moved to adopt the ordinance granting a taxicab franchise to Mahmoud Ahmad Atiyha, d/b/a Ace Cab. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Second reading and final adoption of an ordinance granting a taxicab franchise to Yadollah Rezaei, d/b/a Alfa Taxi (Ordinance No. 11-012)

Ms. Barwick stated that Yadollah Rezaei has applied to establish a taxicab franchise, under the trade name of Alfa Taxi. He plans to operate two taxicabs. The Council approved first reading of this franchise ordinance at its February 21st meeting.



Mayor Dunn opened the public hearing at 8:01 pm, inviting comment in favor of the proposed franchise application.

Yadollah Rezeai – Applicant

Mr. Rezeai stated any city with population more of than 20,000 needs many taxis. He has been in this business since 1996, and has driven, dispatched, managed for nearly 16 years. He is prepared to operate at any hour of the day or night. Many of the taxis in Greenville do not operate on a 24-hour basis and people have emergencies in the middle of the night. He said he has heard people complain that it takes sometimes as much as an hour to get a taxi, but he feels it should not take more than 20 minutes based on the size of the town. Bus service isn't always available when someone gets sick.

Terry Boardman – Greenville

Mr. Boardman stated he feels it would be a huge mistake to limit the number of taxis in this town. His sons are former ECU students and their number one complaint has been that when they were ready to leave the bars, there are no taxis available.

Cedric Scarlette – No address given

Mr. Scarlette stated he has been in Greenville about three years, having moved here from Durham. He stated he has worked here in Greenville for several months and has observed some drivers who drive their first passenger around nearly an hour while picking up two more along the way before dropping them off. Many of the existing cabs in Greenville are nasty, dirty and smell of smoke. Mr. Scarlette said he feels the City Council should approve this application. He said he worked with applicant for ten years in Chapel Hill and has been in the business of serving people all his life.

Hearing no one else who wished to speak in favor of the application, Mayor Dunn invited comment in opposition.

Stacy Anderson – Faith Cab Company

Ms. Anderson stated she doesn't know where the previous speaker has been, but she operates at night. It doesn't take her an hour to get to a call and she doesn't pick up multiple passengers. She makes pickups 10-15 minutes or less. You have to be there when people need you. She stated her cab is parked outside and invited the City Council to check for themselves that it smells good and it looks good. She stated she is proud to be a cab driver and owner in Greenville, and said she even offers a Senior Citizens Day where Seniors ride for free all day.



William Northrup – Driver for Courtesy Cab

Mr. Northrup stated he agrees with Ms. Anderson. Courtesy's cabs are in good shape and do not smell. He also stated he still feels no additional franchises are needed.

There being no one else present who wished to speak about Mr. Rezaei's application, Mayor Dunn declared the public hearing closed at 8:13 pm.

Council Member Joyner stated at today's taxi meeting, the number of franchises was discussed. The consensus was that Thursdays through Saturdays, the existing number of taxicabs was insufficient, but Sundays through Wednesdays, there were too many.

There being no further discussion, Council Member Blackburn moved to adopt the ordinance granting a taxicab franchise to Yadollah Rezaei, d/b/a Alfa Taxi. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- Second reading and final adoption of an ordinance granting a limousine franchise to Cristina Gutierrez and Nelson Felipe Napa, d/b/a Royal Party Bus, LLC (Ordinance No. 11-013)

Ms. Barwick stated that Cristina Gutierrez and Nelson Felipe Napa have applied to establish a limousine franchise, under the trade name of Royal Party Bus, LLC. They plan to operate one limousine. The Council approved first reading of this franchise ordinance at its February 21st meeting.

Mayor Dunn opened the public hearing at 8:15 pm, inviting comment in favor of the proposed franchise application. Hearing none, she invited anyone wishing to speak in opposition to come forward. Also hearing none, she closed the public hearing at 8:16 pm.

There being no discussion, Council Member Blackburn moved to adopt the ordinance granting a limousine franchise to Cristina Gutierrez and Nelson Felipe Napa, d/b/a Royal Party Bus, LLC. Council Member Smith seconded the motion, which passed by unanimous vote.

- (Continued to April 14, 2011) Ordinance requested by V-SLEW, LLC to rezone 30.273 acres located along the northern right-of-way of East 10th Street and adjacent to Rolling Meadows Subdivision from RA20 (Residential-Agricultural) and



RR (Rural Residential [County's jurisdiction]) to R6S (Residential-Single-family [Medium Density])

- (Continued to April 14, 2011) Ordinance to annex V-SLEW, LLC property, involving 30.273 acres located north of NC Highway 33 at its intersection with L. T. Hardee Road and west of Rolling Meadows Subdivision
- Renaming West Meadowbrook Park as the Matthew Lewis Park at West Meadowbrook

Recreation and Parks Director Gary Fenton stated a dedication ceremony was held in June 1998 at West Meadowbrook Park to name the picnic shelter and multi-purpose field, "The Matthew Lewis Field and Picnic Shelter," in honor of Mr. Matthew Lewis, who donated land to allow access to the park for the West Meadowbrook community. This was apparently done as an alternative to naming the park after Mr. Lewis, since he was living at the time. In February 2010, after Mr. Lewis passed away, his son, Earl Lewis, submitted a proposal for renaming West Meadowbrook Park to the Matthew Lewis Park. This proposal highlighted the need for updating the City's 1979 guidelines for naming recreation and park facilities.

In January 2011, the City Council adopted an updated naming/renaming policy, which enable's Mr. Lewis' proposal to move forward. Appropriate advertising was done and public input sessions were conducted in February 2011, and the Recreation and Parks Commission voted unanimously to recommend to the City Council that West Meadowbrook Park be renamed as the Matthew Lewis Park at West Meadowbrook, which properly recognizes Matthew Lewis while retaining the park name's geographical component. Mr. Earl Lewis is satisfied with this modification to his proposal. Mr. Fenton stated that minor costs for signage changes can be absorbed within the Recreation and Parks budget.

Mayor Dunn opened the public hearing at 8:19 pm, inviting comment in favor of the proposed name change.

Ed Lewis – No address given

Mr. Lewis stated he supports the request submitted by his brother, Earl, to rename the park in favor of their father, and is also satisfied with the modification to the name originally proposed by his brother.

Hearing no one else who wished to speak in favor of the proposed name change, Mayor Dunn invited anyone wishing to speak in opposition to come forward. Hearing no one, she closed the public hearing at 8:21 pm.



Council Member Glover stated it is very fitting this park be named in honor of Mr. Lewis for his many contributions to that neighborhood and the community as a whole. She then moved to rename West Meadowbrook Park as the Matthew Lewis Park at West Meadowbrook. Council Member Blackburn seconded the motion, which passed by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Dunn opened the public comment period at 8:23 pm and explained procedures to be followed by anyone who wished to speak.

Terry Boardman – Greenville

Mr. Boardman said he wanted to offer his two cents on the \$9.2 million fiasco that the City calls an Intermodal Transportation Project. This project is not an intermodal center, which is defined as the movement of people involving more than one mode of transportation (air, rail, water, and ground). The location has no room for airplanes, and water is too far away, so those modes are out. Cars, bikes and feet do not qualify as modes of transportation in this case, so all that's left is ground, and that does not make the center intermodal. What Greenville really has is a \$9.2 million bus station on a site which is very poor for that purpose. Its location is poor for the hospital and for East Carolina University (ECU), and in fact, ECU's Student Transit Authority opposed the project. This is essentially a municipal bus service. Is it necessary? Yes, but do taxpayers really need to spend \$9.2 million on it? No! A little research will disclose that an adequate bus system can be built for around \$2.5 million. Even with Federal funding, a \$9.2 million bus station is still a bad idea. He implored the City Council to stop wasting money hiring useless consultants.

Steven Hardy-Braz – Farmville

Mr. Hardy-Braz stated he lives in Farmville, but spends a lot of time in Greenville. He is an avid cyclist, and given current gas prices, he would anticipate an increase in biking and walking. Mr. Hardy-Braz stated every time he comes into Greenville, he sees the signs proclaiming the goal of Greenville being an inclusive city. While he appreciates the City Council's support of the bike and pedestrian plan which he helped to work on, he is very concerned about the lack of a plan for pedestrian safety on Greenville Boulevard where the road is being closed next week for railroad work. He stated the sidewalk along Greenville Boulevard should be completed so that so bikes, wheelchairs, and walkers can move safely along this busy highway. He asked that next week's closing be suspended until a full plan can be developed.



As there was no one else present who wished to address the City Council, Mayor Dunn closed the public comment period at 8:33 pm.

OTHER ITEMS OF BUSINESS

- Presentations by boards and commissions

- Board of Adjustment

Dr. Malatu Wubneh, Board of Adjustment Chairman, stated the Board of Adjustment is a citizen's board appointed by the City Council and receiving staff support from several departments within the City. Mike Dail serves as Staff Liaison, but substantial report is also received from the City Attorney's Office, Engineering, Inspections, Public Works and the Police and Fire Departments. They have specifically defined powers and duties, and they hear matters concerning administrative decisions, special use permits, requests for variances, and the interpretation of zoning maps and ordinances. The Board holds public hearings for each item considered, and they operate in a quasi-judicial manner, meaning all testimony must be sworn. Appeal of decisions by the Board of Adjustment goes to Superior Court.

- Human Relations Council

Mr. Byung Lee, Chairman of the Human Relations Council (HRC) stated the HRC was created in Feb 1972 to build relationships. Their goal is to build relationships regardless of skin color, appearance, where someone is from, and without regard to their cultural background. The HRC wants people to be comfortable in Greenville and to view it as inclusive community. In 2010, the HRC worked on fair housing complaints, and worked with people seeking housing. The HRC has hosted seminars to bring property owners and realtors together. They have also conducted community dialogues to allow people to share their points of view on various topics.

- Presentation by Bradford Creek Public Golf Course Advisory Committee

Recreation and Parks Director Gary Fenton stated the Bradford Creek Public Golf Course Advisory Committee was formed to provide citizen input into the operations and future development of the golf course. The nine (9) members of this committee



are from diverse backgrounds, but all play regularly at Bradford Creek Public Golf Course and are very interested in the operational and financial success of the course. He then introduced Darryl Smith, a committee member, who attended a Recreation and Parks Commission meeting in December 2010 to explain the purpose of the Committee and how members hope to benefit the operation and services at Bradford Creek. His presentation was well received by the Commissioners, and he would like to share that presentation with the City Council as well.

Mr. Smith said he is excited to hear people talk about what they are passionate about. Much is happening in the local community and kids often do not get the focus and guidance they need. Golf can teach kids many important core values. To understand the game, you must understand these values. At Bradford Creek, there is a tremendous opportunity to mentor youth, build confidence and teach strategic planning. The objective of the Committee is to help bring the facility and golf to the whole community. Bradford Creek is not a country club, it is a community club, where people from all walks of life can connect and build relationships. The goal is to make it a pleasurable experience for all who come. Mr. Smith stated he feels welcome and appreciated there. The committee does more than sit back, feeling elite. They strive to build the community.

- Renewal of contract for services with Uptown Greenville

Community Development Director Merrill Flood stated in February 2010, the City Council approved a one-year contract with Uptown Greenville for \$25,000 to provide services such as business recruitment and retention, beautification projects, management of special events and promotions, and organization and management of public input for infrastructure projects in the Uptown commercial district. The Uptown organization was also tasked with assessing the feasibility and developing support for the establishment of a municipal services district within the City's urban core. As required by the contract, Uptown Greenville reported its progress in November 2010 and Denise Walsh, Director of Uptown Greenville, is here tonight to provide a final report and to request that the contract be renewed for an additional year.

Ms. Walsh stated that Uptown Greenville is a private, non-profit corporation established in 1994 by the City Council to develop plans and implement actions necessary to revitalize and insure continued growth of Greenville's uptown business district. She discussed the expansion of various event projects such as the Art Walk, PirateFest, the Uptown Umbrella Market, Freeboot Fridays and a variety of other events. Ms. Walsh stated attendance at the various events held during the past year



is estimated at 54,000 people, with spending at those events estimated at \$864,000. A recent Project for Public Spaces survey shows that 60% of attendees at these types of events also visit nearby shops.

Ms. Walsh then discussed other areas in which Uptown Greenville has been active in the past year, assisting with public input forums for important issues such as parking, the Evans Street Gateway Project, Five Points Plaza and exploring the establishment of a municipal service district. She asked that the City Council consider renewing the contract for another year, so that work to improve the economic viability of Uptown Greenville for all citizens will continue.

Mr. Flood stated Staff is of the opinion that Uptown Greenville provides valuable services to the City in downtown redevelopment efforts and recommends that the contract for services be renewed. Although funding for renewal was not included in the City's adopted 2010-2011 budget, Staff recommends that one-half of the contract amount be redirected from the General Fund contingency account to make the first payment on the contract should City Council choose the option to renew, and the remaining payment would be included in the City's 2011-2012 budget.

Council Member Blackburn moved to renew the contract, seconded by Council Member Mercer.

Council Member Joyner asked why funding for renewal was not included in the current budget. City Manager Bowers stated the initial contract was intended as a one year trial, after which time results would be evaluated.

There being no further discussion, the motion to renew the contract with Uptown Greenville was approved by unanimous vote.

- A Shared Vision: Protecting the Fifth Street Corridor and Tar River University Neighborhood joint statement

Community Development Director Merrill Flood introduced Philip Rogers, Assistant to the Chancellor at East Carolina University (ECU), who explained that he, Board of Trustees Representative David Brody, and Tar River University Neighborhood Association (TRUNA) President Bert Powell began meeting in November 2010 to discuss the future of the Chancellor's residence. From that discussion, a greater issue emerged -- the need to promote and encourage both the stability and viability of the Fifth Street Corridor and the Tar River University Neighborhood. Mr. Rogers stated they quickly realized it was important to include the City of Greenville in that effort. Mr. Flood and Assistant City Manager Thom Moton were invited to join



discussions and they participated in the drafting of a proposed shared vision statement to identify common objectives and opportunities to develop a lasting partnership. Effective communication, active participation and involvement, a commitment to improved relationships, respect and trust are keys to a successful partnership. The vision statement identifies a number of action items, some of which include:

- The President of TRUNA, the Director of Community Development for the City of Greenville, and the Executive Assistant to the Chancellor at ECU will meet on a regular basis throughout the year to maintain open communication among all organizations
- The shared vision statement will be reviewed on an annual basis
- ECU and the City will work to maintain a strong police presence in the Tar River Neighborhood and serve the community in that area as identified in the City-ECU policing agreement.
- ECU will fund a code enforcement officer for the City to support enforcement in the Tar River Neighborhood Area as identified in the current agreement
- All organizations will work cooperatively on zoning and historic preservation, recognizing that changes may be necessary

Mr. Flood stated both the ECU Board of Trustees and TRUNA Board approved this shared statement during their meetings in February 2011. They would like to have the City's approval as well.

Council Member Glover stated she has problems with a shared vision statement to protect the Fifth Street Corridor and the Tar River University Neighborhood when she wants the entire City protected. While she recognizes the University has issues with those neighborhoods and their students, ECU has its own police force. The City Council has an obligation to all its taxpayers, not just those around the University. There is crime in the ECU area, but most is not as serious as in some other neighborhoods. She stated she feels this goes against the spirit of being an inclusive community and she does not like it. She feels that it promotes racism and other things that separate cities.

Council Member Blackburn acknowledged Council Member Glover's concern for all neighborhoods in the city, but stated she doesn't see this proposal as a means of being exclusive. She said she views it as more of a starting point; an example that all communities can follow, adding that she would like to see all Greenville's neighborhoods have this kind of partnership statement. While the City wants to embrace all neighborhoods, certain neighborhoods have special needs that should be addressed. She then moved to approve the shared vision statement and



authorize Mayor Dunn to sign the document on behalf of the City. Council Member Mercer seconded the motion.

Council Member Joyner asked if ECU was willing to meet with other neighborhoods to assist them in a similar manner. Mr. Rogers stated they were.

Council Member Glover stated if the City was going to do something like this, Council Members should have been involved in the planning process and it should have been done city-wide. She stated she feels it is a good agreement, but the scope is too narrow. As it is, it is separatism and not inclusive.

Council Member Mercer stated he is sensitive to Council Member Glover's desire to take care of the whole city, but this particular agreement might not be relevant to all neighborhoods. He said he supports this because it can serve as a model that can be revised and tailored to work for other neighborhoods and situations.

Council Member Joyner asked whether this agreement commits the City to providing additional police presence. City Attorney Dave Holec clarified this is a vision statement and not a binding commitment.

Following a general discussion about distribution of Police resources, the City Council voted unanimously to approve the shared vision statement and authorize Mayor Dunn to sign the document on behalf of the City.

- Resolution Identifying Areas Under Consideration for Annexation and Areas under Consideration for Annexation Map – 2011 Update (Resolution No. 020-11)

Community Development Director Flood stated North Carolina General Statutes require a municipality which may have a City-initiated annexation in the future to adopt a Resolution of Consideration and a Map of Areas Under Consideration for Annexation to identify those areas in and around the city that might be considered for annexation into the corporate limits at a future date. The resolution and map do not annex areas identified or put them on a schedule for annexation. Instead, the resolution and map simply identify areas that could be considered for annexation. Once adopted, the resolution remains effective for two years. It must be renewed every two years to prevent expiration. This requirement was first met in 2001, and the resolution and map have been updated every two years since that time. To keep that original resolution valid, and to avoid potential delays to a possible future annexation effort, the City Council must renew the most recent resolution and map, which were adopted on March 5, 2009.



The Planning and Zoning Commission voted to recommend approval of the resolution and map at its February 2011 meeting.

Council Member Joyner moved to adopt the resolution and map identifying areas under consideration for annexation, seconded by Council Member Blackburn. There being no discussion, the motion to adopt said resolution and map was approved by unanimous vote.

- Contract award for construction of the Thomas Langston Road Extension Project - Phase 2

Public Works Director Wes Anderson stated bids were received for Phase 2 of the Thomas Langston Road Extension Project on February 3, 2011, with ER Lewis Construction Co. Inc. of Greenville, NC, submitting the lowest responsive base bid in the amount of \$904,565.95. Based on the cost of the proposed alternate for the traffic signal and timing of coordination with the North Carolina Department of Transportation (NC-DOT), Staff recommends proceeding with the base bid and the proposed alternate for a total bid of \$974,065.95.

Mr. Anderson stated this is the second phase of the overall Thomas Langston Road Extension Project and will complete the connection from Memorial Drive to Evans Street. It will also include all excavation and grading, installation of new curb and gutter, asphalt paving, concrete sidewalk and crosswalks, installation of a new signal at Evans Street, coordination with CSXT to install the new at-grade crossing, and any utility adjustments as specified in the contract documents.

Mr. Anderson said the City submitted the final design corrections responding to plan review comments from CSXT on January 13, 2011 and has confirmed its receipt by CSXT. CSXT reviewed the corrections and has informed the City that the design will be approved. It will take approximately 3-4 weeks to complete the design approval agreement as CSXT's engineers are estimating the cost of performing their portion of the work when constructing a new crossing. The City is responsible for reimbursing CSXT those costs.

Council Member Joyner asked what the original budget was for Phases 1 and 2. Mr. Anderson estimated about \$2 million for both, to be accomplished with bond funding. Council Member Joyner asked if the project is currently within budget. Mr. Anderson stated some Powell Bill funding will be used, so it is over budget.



Council Member Joyner asked if Phase 1 is complete, and what the timeline is for Phase 2. Mr. Anderson stated Phase 1 is complete and open, and estimated Phase 2 would be complete in December 2011.

Council Member Joyner asked about responsibility to replace destroyed sidewalk. Mr. Anderson stated some of it is the responsibility of the contractor and some responsibility belongs to the Greenville Utilities Commission.

Council Member Joyner moved to award the contract as recommended by Mr. Anderson, seconded by Council Member Blackburn. There being no further discussion, the motion was approved by unanimous vote.

- Authorization for the Stormwater Utility to pay Pitt County Drainage District fees for property in the City

Public Works Director Anderson stated many areas of the City are drained by a ditch system that belongs to the Pitt County Drainage District. The operations of the District are funded primarily by fees they charge on property tax bills to property owners whose stormwater drains to their District. On May 12, 1988, the City of Greenville entered into an agreement with the Pitt County Drainage District to pay \$1,092.50 in lieu of the annual fees that Greenfield Terrace property owners would pay individually to the District for the maintenance of Lateral Canal Two (2), which services the Greenfield Terrace subdivision. The Drainage District uses these funds to mow and remove sediment from the ditch in order to maintain the original design capacity of the ditch. Greenfield Terrace is one of the eight Drainage District areas that exist within Greenville's city limits. All other property owners who live in a Drainage District area pay the District's fee on an individual basis. Staff has explored three options to correct this apparent inequity.

- The City could take over maintenance of the Drainage District's ditches and relieve the Drainage District of its responsibilities.
- The City could fund, out of the Stormwater Utility Fund, the fees that the Drainage District charges all City property owners who use their system. This second option relieves property owners of paying a separate fee to the Drainage District.
- The City could cancel the 1998 agreement, resulting in Greenfield Terrace property owners beginning to pay fees directly to the Drainage District.

With regard to the first option, the Drainage District's maintenance procedures were in place before the State passed the riparian buffer law. The District's procedures are grandfathered and, as such, they have the authority to remove sediment and



mow what would now be considered riparian buffers. Staff does not believe this option is feasible since the City would not be grandfathered and therefore would not be able to provide the same level of maintenance that the Drainage District currently provides.

The Stormwater Utility could fund the Drainage District fees in its operating budget. Several municipalities (Bethel, Ayden, Grifton, and Winterville) have chosen to pay the Drainage District fees on behalf of their citizens. Staff estimates the current annual cost to the Stormwater Utility of this recommendation is \$17,775; however the fee will increase as more area that drains into the Drainage District's system is annexed into the City. Per the terms of the current agreement with the Drainage District, the City must notify the District of its intent to change the existing agreement by March 30, 2011.

Mr. Anderson recommended the City Council consider approval of the Stormwater Utility paying the Pitt County Drainage District fees for all properties located in the City that are subject to those fees, terminating the 1988 agreement between the City and the District, and authorizing the City Manager to approve the final negotiated fee and enter into an agreement with the Pitt County Drainage District to implement the fee.

Council Member Joyner asked if people who would be impacted are paying stormwater fees. Mr. Anderson stated all those living in the city limits are paying the fee.

Council Member Smith asked about work scheduling for those in Greenfield Terrace who are not paying the drainage fee. Mr. Anderson stated the work cycle is that mowing is done one year and sediment removal is done the next year.

Council Member Joyner moved to approve the actions recommended by Mr. Anderson, seconded by Council Member Blackburn. There being no further discussion, the motion was approved by unanimous vote.

- Non-highway projects for inclusion in the Metropolitan Planning Organization's transportation improvement project list

Public Works Director Anderson reminded the City Council of the presentation at their February 10th meeting describing recent NC DOT modifications to their transportation project submission process. Council approved. The City Council approved the proposed list of highway projects included with that presentation. On February 17th, the Bicycle and Pedestrian Commission met to develop a



recommended priority list of pedestrian and bicycle/greenway projects. Staff will submit these projects for consideration by the Metropolitan Planning Organization (MPO) in March 2011. The MPO will submit the non-prioritized list of projects in June and will submit a prioritization of that list to NCDOT in October 2011.

Mr. Anderson stated that, per NCDOT regulations, the MPO can only submit a total of five bicycle/greenway projects and five pedestrian projects. As a result of the limited number of bicycle and pedestrian projects the MPO can submit, these non-highway projects are presented in priority order to provide guidance to Staff for developing the MPO's project list. Mass transit projects are also included in the process to develop the State's transportation plan. The City's transit system (GREAT) is the only mass transit system in the Urbanized Area submitting projects to the MPO. Mr. Anderson said the prioritized Greenville-specific list of non-highway transportation projects under consideration is presented, along with a rail priority list, for City Council approval. He recommended the City Council approve the prioritized lists of non-highway transportation projects.

Following a general discussion, Council Member Joyner moved to approve the prioritized lists of non-highway transportation projects recommended by Mr. Anderson. Council Member Smith seconded the motion, which was approved by unanimous vote. (Document Nos. 887773, 887774 and 889891)

- Police Department overtime expenses

City Manager Bowers stated the City Council had requested additional information on Police overtime expenditures at their February 10th meeting. McGladrey & Pullen, the City's independent auditor, noted in its management letter for the 2009-2010 fiscal year "that the expenditures to several funds and the police department in the general fund exceeded the authorized appropriations made by the governing board." In subsequent correspondence, the auditor noted that the Police department's over-expenditure occurred in several account numbers with the main source being the overtime accounts. The total Police Department 2009-2010 budget for overtime was \$304,555 and total expenditures were \$1,139,303 resulting in an over-expenditure of \$834,748. This over-expenditure was offset by under-spending in several other line items within the Police Department, resulting in the net over-expenditure of \$291,750 highlighted by the auditor.

Mr. Bowers stated that over-expenditure of the Police Department overtime account occurs every year; however, the salary savings realized from vacant positions has been a primary means to insure that the total Police Department budget did not exceed the authorized appropriation. During fiscal year 2009-2010, salary savings



were not sufficient for the first time to help offset the over-expenditure in overtime costs because the Police Department kept most positions filled during the year due to limited turnover and significant increases in unbudgeted payroll expenses for the PAL program. During 2009-2010, overtime expenses increased by \$243,872 in comparison to the prior fiscal year. This increase was largely a result of greater use of special assignments such as the downtown detail. The overtime increase was discussed with the City Council during the year and highlighted in the May 2010 budget presentations.

Police Chief William Anderson explained work scheduling for the department's 188 sworn and 54 civilian employees, how actual hours worked are documented and tracked, and how the department budgets for and utilizes overtime. Chief Anderson stated the unpredictable nature of law enforcement requires the use of overtime to insure public safety. Examples of situations in which overtime is necessary include mandatory court appearances, special events, major case investigations, training, and patrols on holidays. Chief Anderson stated policies are in place to insure officers are well-rested for duty.

Council Member Joyner observed that overtime pay is the most expensive means of staffing a department and asked whether funding could be better utilized by hiring additional staff.

Following a general discussion about the scheduling of resources and possibilities for reducing overtime costs, Mr. Bowers stated he is working on a report comparing overtime costs against the cost of hiring additional officers. Council Member Joyner stated he would like to see information on staff scheduling and overtime costs in other cities.

- Criteria for Redistricting

City Attorney Dave Holec stated Census data is required by law to be provided to the City no later than April 1, 2011. Once data is received, a determination must be made as to whether population changes within Greenville require redrawing of district lines which are utilized to elect Council Members. If a determination is made that the district lines must be redrawn in order to comply with the constitutional requirement of one-person, one-vote, then the City will need to redistrict and have the redistricting plan precleared by the United States Department of Justice (DOJ) in sufficient time to be implemented prior to the commencement of the filing period for candidates for municipal office.



At its February 10, 2011 meeting, City Council retained Mel Black & Associates as the consultant to assist in the City's redistricting project. The consultant will assess and apply the census data in order to determine whether redistricting is required and, if so, they will develop a redistricting plan. The equal protection clause of the United States Constitution requires that each electoral district be substantially equal in population so that each person's vote counts about the same. If the overall deviation of the most populous district and the least populous district is greater than 10%, redistricting will be required. If it is determined that redistricting is required, the process for preparation of a redistricting plan for Council's consideration will begin. In order to facilitate the process, it is recommended that Council approve criteria to utilize in preparation of the plan. Mr. Holec recommended that the criteria, updated from the 2000 census, be as follows:

- Districts should be as nearly equal in population as is practicable, but in no case shall the total deviation in population between the smallest district and the largest district be greater than 10%.
- The plan shall not dilute the voting strength of racial minority citizens. Specifically, the plan should not fragment minority citizens among different districts or over-concentrate minority citizens in one district.
- Each district should be composed of territory that is contiguous and reasonably compact.
- The plan must meet non-retrogression analysis under Section 5 of the Voting Rights Act of 1965. The present system allocates roughly one-third of the full voting seats on the City Council to electable minority districts. The plan should allocate roughly one-third of the seats to electable minority districts unless there is a significantly greater or lesser percentage of racial minority citizens in the City when comparing 2010 census data to 2000 census data which would warrant a greater or lesser allocation of seats to electable minority districts.
- The plan must be drawn based on geographic boundaries utilized by the Bureau of the Census in the 2010 census as supplemented by annexations with effective dates on or before June 30, 2011, and the plan must be based on 2010 census data.
- Each district, to the greatest extent possible, shall be designed to accommodate future growth and shall specifically be designed to accommodate future growth in the areas of the City which have historically shown greater development, growth, and annexation than other areas. To the greatest extent possible, districts should be designed to avoid the need for redistricting in the near future.
- To the extent possible, the plan should preserve historic boundaries and present district boundaries, should recognize neighborhoods and other



communities of interest, and should minimize contests among incumbents. Continuity of constituent relationships and minimization of contests among incumbents, though important, may not supercede constitutional or statutory requirements.

Council Member Blackburn moved to approve redistricting criteria as recommended by the City Attorney. Council Member Joyner seconded the motion, which was approved by unanimous vote.

- Policy on Mayor and Council Members Adding an Agenda Item

City Attorney Holec stated the City Council requested at their February 10, 2011 meeting that a policy be drafted relating to the Mayor and Council Members adding item(s) to a City Council meeting agenda. He then proposed the following policy:

An item will be added to the agenda of a City Council meeting at the request of the Mayor or a Council Member when the Mayor or Council Member submits to the City Manager a written request to have the item added to the agenda no later than noon on the Friday prior to the Wednesday when agenda material is scheduled to be distributed to the Mayor and Council Members for the meeting which the item is to be on the agenda. The written request will contain sufficient information to ensure that the request is accurately reflected in the agenda material distributed to the other members of City Council. A written request may be in the form of an email sent to the City Manager.

An item will also be added to an agenda of a City Council meeting at the request of the Mayor or a Council Member when City Council votes at a City Council meeting to have the item added to the agenda. Unless the item requires action prior to the date of the next scheduled meeting, the item will be added to an agenda for a future meeting rather than the same meeting at which the request to have the item added to the agenda is made. A majority vote of the members present and not excused from voting shall be required to add the item to the agenda for a future meeting. A two-thirds vote of the members present and not excused from voting shall be required to add the item to the agenda at the same meeting.

Council Member Blackburn commented that there are times when Council Members seem to have an abundance of items and asked if there is a procedure for spreading them over the course of multiple meetings so as not to end up with extremely lengthy agendas.



Council Member Smith stated the City Manager should be able to manage the volume of items, recognizing some items will require time for staff research and preparation.

Mr. Holec stated the policy does require the City Manager to include Council Member requested items on the agenda, but gives him some responsibility to discuss timing of the item with the requesting Council Member when there is a full agenda.

Council Member Glover stated the policy seems merely to be formalizing what has always been done.

Council Member Joyner expressed a preference to remain with the present informal approach, saying the Council is complicating things with too many rules.

Following some additional discussion about how certain scenarios would be handled in the context of the proposed policy, Council Member Mercer moved to adopt the policy. Council Member Blackburn seconded the motion, which passed by a vote of 5 to 1 with Council Member Joyner casting the dissenting vote.

Council Member Glover made a motion that the City Council discuss at its April 11, 2011 meeting the possibility of amending current public comment procedures to include that opportunity at all meetings. Council Member Joyner seconded the motion, which passed by unanimous vote.

Council Member Glover then requested that she be formally excused from the current meeting by vote of the City Council. Upon motion by Council Member Mercer and second by Council Member Smith, Council Member Glover was excused from the meeting at 11:30 pm.

- City of Greenville 2011 Goals

City Manager Bowers stated the City Council reviewed the goals, objectives, and action items for 2010-2011 during their annual Planning Session in January and tentatively agreed to continue the ten goals for 2011 after a thorough discussion of each. Based on updates and revisions requested at that time, a draft of the 2011 goals, objectives, and action items was presented at the February 21, 2011 City Council meeting for review and comment, with the final version being presented tonight for adoption.



Council Member Mercer made a motion to adopt the 2011 goals, objectives, and action items as presented by the City Manager. Council Member Blackburn seconded the motion, which passed by unanimous vote. (Document No. 878448)

- (Previously removed from Consent Agenda for separate discussion) Budget ordinance amendment #8 to the 2010-2011 City of Greenville budget [Ordinance No. 10-57] and amendment to the Byrne-JAG Grant Fund (Ordinance No. 09-79) and amendment to the Thomas Langston Road Extension Project [Ordinance No. 06-98] (Ordinance No. 11-014)

City Manager Bowers explained the need for the requested budget amendment, which increases General Fund by \$536,785, increases the Capital Reserve fund by \$252,511, increases the Vehicle Replacement Fund by \$25,381, and increases the Thomas Langston Road Extension Fund by \$816,779.

With regard to the vehicle replacement fund, Council Member Joyner asked about insurance. Mr. Bowers stated the City self-insures for comprehensive and collision, but has commercial coverage for liability. Assistant City Manager Thom Moton added that the City has some commercial collision coverage, but with a \$25,000 deductible because self-insuring up to the \$25,000 level is cost-effective. Council Member Joyner stated he would like to see a year's worth of claim information.

Council Member Joyner then asked where over-budget funding will come from for the Thomas Langston Road project. Mr. Bowers stated it will come from Powell Bill funds.

Council Member Joyner moved to adopt the budget ordinance amendment, seconded by Mayor Pro-Tem Kittrell. There being no further discussion, the motion to adopt was approved by unanimous vote.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and Members of the Council made general comments about past and future events.



CITY MANAGER'S REPORT

City Manager Bowers stated another joint session with the Greenville Utilities Commission (GUC) is needed to discuss the Compensation and Classification Study and Other Post Employment Benefits. He recommended holding this joint session in lieu of the next regularly scheduled City Council meeting on March 21, 2011.

Following a general discussion about the desirability of getting employee input on these two important topics and the ability to make the meeting available for viewing on the City's web page, Council Member Blackburn moved to schedule the meeting at 6:00 pm on March 21, 2011 in the GUC Board Room. Council Member Joyner seconded the motion, which passed by unanimous vote.

ADJOURNMENT

Council Member Mercer moved to adjourn the meeting, seconded by Council Member Joyner. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 12:11 am.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, APRIL 14, 2011



A regular meeting of the Greenville City Council was held on Thursday, April 14, 2011 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 7:00 pm, and asked for a moment in silence in remembrance of Master Police Officer Donnie Andrews, who passed away earlier today. Council Member Mercer requested a moment of silence, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Wayne Bowers stated the first two items listed for public hearings on this agenda have been continued to May 12, 2011 by request of the applicant. Additionally, based on City Council action at the April 11, 2011 meeting, continuing discussion related to establishment of an audit committee and a policy for public comment has been added to the agenda along with a closed session.

Council Member Joyner moved to approve the agenda, with changes referenced by the City Manager. Council Member Glover seconded the motion, which passed by unanimous vote.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

- Community Appearance Commission

Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Jeffrey Scott Johnson to fill the remainder of a term expiring April



2013, replacing Redeem Robinson resigned, and to reappoint Mark Abboud to a second three-year term expiring April 2014. Motion carried unanimously.

- Environmental Advisory Commission

Motion was made by Council Member Blackburn and seconded by Mayor Pro-Tem Kittrell to reappoint Tim Kelley to a first three-year term and to reappoint Hugh Cox to a second three-year term, both expiring April 2014. Motion carried unanimously.

- Bicycle & Pedestrian Commission

Motion was made by Council Member Mercer and seconded by Council Member Joyner to appoint Cori Hines to fill the remainder of a term expiring January 2012 replacing Jerry Hopfengardner who resigned. Motion carried unanimously.

NEW BUSINESS

PUBLIC HEARINGS

- (Continued to May 12, 2011) Ordinance requested by V-SLEW, LLC to rezone 30.273 acres located along the northern right-of-way of East 10th Street and adjacent to Rolling Meadows Subdivision from RA20 (Residential-Agricultural) and RR (Rural Residential [County's Jurisdiction]) to R6S Residential-Single-family [Medium Density])
- (Continued to May 12, 2011) Ordinance to annex V-SLEW, LLC property, involving 30.273 acres located north of NC Highway 33 at its intersection with L. T. Hardee Road and west of Rolling Meadows Subdivision
- Ordinance to annex North Creek Commercial Park, Lot 7, involving 2.4643 acres located north of North Creek Drive approximately 450 feet east of its intersection with Old Creek Road (NCSR 1529) (Ordinance No. 11-017)

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within Pactolus Township in voting district #1. The property is currently vacant with no population and no population is anticipated at full development. It is zoned CH (Heavy Commercial), with the proposed use being a 3,200 square foot office with 800 square foot warehouse. Present tax value is \$28, 109, with tax value at full development estimated at \$428,109.

Mayor Dunn declared the public hearing for the proposed annexation open at 7:05 pm and invited anyone wishing to speak in favor to come forward. Hearing no one,



she then invited comment in opposition. Also hearing no one, Mayor Dunn closed the public hearing at 7:06 pm.

Council Member Joyner moved to adopt the ordinance to annex North Creek Commercial Park, Lot 7. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Resolution endorsing submission of the Community Development Block Grant and HOME Investment Partnership Fiscal Year 2011-2012 Annual Action Plan (Resolution No. 024-11)

Housing Administrator Sandra Anderson stated the Community Development Department's Housing Division is in the process of identifying activities for the 2011-2012 Fiscal Year Annual Action Plan. As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnership funds, the City must prepare an annual action plan every year of its 2008-2013 Consolidated Plan and a public hearing to solicit citizen input is required. Activities listed in the current Consolidated Plan include:

- Planning and Administration
- Housing Rehabilitation
- Downpayment Assistance
- New Construction
- Acquisition of Substandard Properties
- Public Service
- Public Facility Improvements
- Demolition and Clearance

Ms. Anderson stated most activities included under the current plan would continue, except those related to downpayment assistance and new construction, which have been funded through other sources. Additional activities proposed for the 2011-2012 Fiscal Year Action Plan include:

- Affordable Multifamily Rental Housing
- Economic Development
- Rental Rehabilitation Assistance

Ms. Anderson asked that the City Council conduct the final required public hearing for citizen participation on the proposed list of activities and adopt a resolution endorsing submission of the Annual Action Plan for 2011-2012 to the U. S. Department of Housing and Urban Development.

Mayor Dunn declared the public hearing open at 7:11 pm and invited anyone wishing to speak in favor of the proposed list of activities to come forward. Hearing



no one, she then invited comment in opposition. Also hearing no one, Mayor Dunn closed the public hearing at 7:12 pm.

Council Member Glover complimented Ms. Anderson and her staff on the great job they are doing and moved to adopt the resolution endorsing submission of the Annual Action Plan for 2011-2012. Council Member Joyner seconded the motion, which passed by unanimous vote.

- Ordinance to amend portions of Title 9, Chapter 8 of the Building, Planning and Development Regulations entitled Soil Erosion and Sedimentation Control (Ordinance No. 11-018)

Public Works Director Wes Anderson stated the Public Works Department had received notice from the North Carolina Department of Environment and Natural Resources concerning an inconsistency between the State of North Carolina Sedimentation and Control Act of 1973 (GS §113A, Article 4) and the portion of the Greenville City Code which addresses sedimentation and erosion control. The inconsistency results from a recent update to the State's regulation regarding the amount of time that graded slopes and fills may be left disturbed without temporary or permanent ground cover being established. The City must revise its ordinance to reflect this change in order to remain in compliance with State law.

Council Member Joyner asked how developers would be made aware of the change. Mr. Anderson stated a letter was already sent to developers in March advising them of the updated regulation.

Mayor Dunn declared the public hearing open at 7:14 pm and invited anyone wishing to speak in favor of the proposed amendment. Also hearing no one, Mayor Dunn closed the public hearing at 7:15 pm.

Council Member Joyner moved to adopt the ordinance amending portions of Title 9, Chapter 8 of the Building, Planning and Development Regulations entitled Soil Erosion and Sedimentation Control. Council Member Glover seconded the motion, which passed by unanimous vote.

- Resolution Delaying and Rescheduling the 2011 Municipal Election (Resolution No. 025-11)

City Attorney Dave Holec explained that North Carolina's municipal election statutes provide for the possibility of delaying the 2011 elections in recognition that the time may be insufficient to accomplish redistricting and the required Department of Justice (DOJ) preclearance prior to commencement of the filing period for municipal offices. As a precautionary measure, it is recommended that this procedure be implemented



while continuing to actively proceed with the redistricting process. The City's goal, of course, is to have the election at its regular time.

Mr. Holec advised that implementation of the procedure requires that a public hearing be held. As such, one has been properly advertised and is scheduled for this meeting. After the public hearing, the City Council has the authority to approve a resolution to delay the election if it determines (1) that the population imbalances between the electoral districts are so significant that it would not be lawful to hold the next election using the current electoral districts and (2) that it most likely will not be possible to adopt the changes to the electoral districts and obtain federal approval before the third business day prior to the opening of the filing period taking into consideration the time that will be required to afford ample opportunities for public input.

Mr. Holec stated a review of the distribution of the City's population between the districts which are utilized for the election of Council Members has been conducted. The 2010 census information does demonstrate that the district lines must be redrawn in order to satisfy the constitutional requirement of one-person, one-vote. The source of this requirement is the equal protection clause of the United States Constitution which requires that each electoral district must be substantially equal in population so that each person's vote counts about the same. In general, if the overall deviation of the most populous district and the least populous district is greater than 10%, redistricting will be required. The overall deviation for Greenville's current electoral districts is significantly greater than 10%.

In order for the municipal election to be held on November 8, 2011, the City Council must adopt the necessary electoral district changes and obtain federal preclearance of the changes prior to the third business day before the day the filing period opens. The filing period is scheduled to open on July 25, 2011, and the third business day prior to this date is July 20, 2011. A change in electoral districts requires approval by the DOJ. Section 5 of the Voting Rights Act gives them a sixty (60) day period to review a submission relating to a change in electoral districts. Additionally, the provision of ample opportunity for public input is a critical component of the redistricting process. At a minimum, opportunity for public input would involve notice and a public hearing, making it unlikely that the deadline will be met by the time provided in the General Statutes due to both the factor of providing ample opportunity for public input and the length of the review period by the DOJ.

Mr. Holec further explained that if the resolution to delay and reschedule the election is adopted, the election would be conducted on May 8, 2012, rather than November 8, 2011. The filing period would run from 12:00 noon on February 13, 2012, through 12:00 noon on February 29, 2012, rather than from 12:00 noon on July 25, 2011, through 12:00 noon on August 12, 2011. However, even if the resolution to delay



and reschedule the election is adopted, the regular schedule for filing notices of candidacy and conducting the election would apply utilizing the new electoral districts, if the City is able to complete redistricting and obtain preclearance by July 20, 2011.

Adoption of the resolution to delay and reschedule the election will not result in any significant additional expense to the City and may actually result in a savings to the City in election expense.

Mr. Holec recommended that the City Council approve the resolution to delay and reschedule the 2011 municipal election, emphasizing that the adoption is a precautionary measure. In accordance with state law, if the resolution to delay is adopted, the filing period and the election will still occur at its regular time utilizing the new electoral districts if the redistricting and preclearance occur at least three business days prior to the opening of the filing period. The redistricting process is ongoing so that a plan can be approved and submitted to the DOJ for preclearance as soon as possible.

Council Member Blackburn summarized by saying that the resolution is intended essentially as a safety net in the event all necessary steps to hold the election on its regular schedule cannot be accomplished within the time available. Mr. Holec agreed, commenting that the City had been in a similar position with regard to its municipal elections following the last census and had, on that occasion, been able to satisfy the required steps to hold the election on its regular schedule.

Following Mr. Holec's presentation, Mayor Dunn declared the public hearing open at 7:23 pm, inviting comment from the public. Hearing none, she closed the public hearing at 7:24 pm.

Council Member Glover moved to approve the resolution, seconded by Council Member Blackburn. There being no further discussion, the resolution was approved by unanimous vote of the City Council.

PUBLIC COMMENT PERIOD

Mayor Dunn opened the public comment period at 7:26 pm and explained procedures to be followed by anyone who wished to speak.

Dave Barham – No address given

Mr. Barham stated there are phosphate plants that dig in the earth and employ 1,000 people, sand companies that dig in the earth and employ people, and even the plowing to plant crops requires digging in the earth and provides work for people. Pitt County's unemployment has increased from 9.6% to 10.1%. Mr. Barham stated while he is concerned about environmental issues and has attended all the environmental meetings



that he can, he is more concerned that the very strong environmental voice of certain Council Members may deter interest of companies such as these from locating in the Greenville area, thereby having a negative impact on local employment opportunities.

As there was no one else present who wished to address the City Council, Mayor Dunn closed the public comment period at 7:28 pm.

OTHER ITEMS OF BUSINESS

- Historic Preservation Loan Pilot Program

Planner Seth Laughlin explained that the purpose of the Historic Preservation Loan Pilot Program is to provide financial assistance for the completion of substantial renovations to structures within the College View Historic District and to locally designated landmarks. It has been designed to provide interest-free loans as an incentive for needed renovations and loan applications will be considered based on availability of program funds and the compliance of the proposed renovation plan with certain design guidelines. Residential, commercial, and non-profit entities in the areas identified are eligible to participate in this Program, and applicants may receive loans ranging from a minimum of \$2,500 up to a maximum of \$10,000, amortized over 5-10 years. The Historic Preservation Commission will accept applications during two cycles, one in the spring and one in the fall. There will be an application workshop prior to each cycle, and property owners will receive a notice of these meetings. Available program loan funds will be split equally between the two cycles, with any unused funds from the first cycle carrying over to the second cycle. Applications will be considered by the Historic Preservation Commission for recommendation to the City Manager for final approval. Applicants must be credit-worthy in order to receive consideration for funding and they must meet other eligibility requirements outlined in the proposed program guidelines, which were recommended for approval by the Historic Preservation Commission during their January 25, 2011 meeting.

Council Member Joyner asked how loans are guaranteed. Community Development Director Merrill Flood stated a promissory note is secured in the chain of title.

Council Member Blackburn asked how many historic landmarks are included in the program. Mr. Laughlin stated there are 21 currently designated. Council Member Blackburn observed that doing renovations in an historically appropriate manner can often be more expensive than more conventional renovations. She said the program will help to recognize that.



Council Member Glover asked if structures other than homes were eligible, and if eligibility extends throughout the City. Mr. Laughlin stated the program includes outbuildings and eligibility extends to both residential and commercial, and to for-profit as well as non-profit. Only structures listed on the Historic Register in the College View Historic District, and those designated as historic landmarks are eligible.

There being no further discussion, Council Member Blackburn moved to approve the Historic Preservation Loan Pilot Program. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- Auditing contract for fiscal year ending June 30, 2011

Financial Services Director Bernita Demery stated that in May 2010, McGladrey & Pullen, LLC was awarded a contract for auditing services for an intended engagement of five years beginning with the fiscal year ending June 30, 2010, and continuing through the fiscal year ending June 30, 2014, subject to approval of a contract on an annual basis. The annual contract for the fiscal year ending June 30, 2011 describes auditing services to be provided and is accompanied by an "Arrangement Letter" that further explains McGladrey's understanding of the services to be provided, as well as the firm's Peer Review. In accordance with their proposal, the cost of the audit for this contract period will be \$39,030, and funding to cover that cost is included in the Financial Services budget for 2011-2012. Ms. Demery requested the City Council approve the contract as presented.

There being no discussion, Council Member Joyner moved to approve the proposed contract for Audit Services. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- Award of banking services contract

Ms. Demery stated that a Request for Proposal (RFP) was issued in February 2011 for banking services, and that three banks responded: Wells Fargo, BB&T, and Bank of America. Proposals received were reviewed by a Staff Selection Committee, comprised of the Assistant City Manager, the Director of Financial Services, the Financial Services Manager, the Purchasing Manager, the Accounting Supervisor, and the Collections Supervisor. Bank of America submitted a response for procurement card and employee services only, and was therefore deemed incomplete. Submissions from Wells Fargo and BB&T were considered complete because both entities acknowledged and addressed the areas requested within the RFP; therefore, both banks advanced to the interview phase of the selection process. Proposals were evaluated using the following dimensions:



- Customer Service
- Technology
- Financial Stability
- Cost of Services
- References
- Other Services Offered
- Implementation

After careful evaluation of proposals and findings from written responses and oral interviews, the Committee recommends Wells Fargo be awarded the banking services contract to provide services to the City for the next five years. Ms. Demery requested the City Council award the contract for banking services to Wells Fargo for a five year period beginning September 1, 2011.

Mayor Pro-Tem Kittrell asked if the contract for banking services was traditionally done on a five-year basis, and questioned why there were so few responses. Ms. Demery stated the review is done periodically and five years is probably a reasonable average. She speculated the reason for having received so few responses relates to the level of technology required by the City.

There being no further discussion, Council Member Glover moved to approve the contract for Banking Services. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- (ADDED) Establishment of Audit Committee

City Attorney Dave Holec stated revisions to the Audit Committee Proposal were made based on the City Council's direction at Monday's meeting and were forwarded with Wednesday's packets for review. Based on these revisions, three members of the City Council will be appointed by the Mayor to serve on the Audit Committee, and the Mayor may be one of the appointees. Prior to making appointments, the Mayor will solicit interest in serving from the City Council. After the appointment of the initial Audit Committee, appointments shall occur in conjunction with appointment of liaisons to boards and commissions and members shall serve until the end of their elected two year term as a City Council Member or Mayor. Members of the Committee shall select someone to chair the Committee and meetings shall be conducted as needed and can be called by the chair or any two members. Staff to the Committee shall be designated by the City Manager, and the Committee shall report directly to the City Council.

Council Member Glover asked about term length for the initial Committee. Mr. Holec stated the initial Committee would serve a shorter term than those appointed thereafter; however there is no limit on how many terms can be served. The initial



Committee will serve until Council Liaison appointments are made following the next election.

There being no further discussion, Council Member Joyner moved to approve the City of Greenville Audit Committee Proposal. Council Member Glover seconded the motion, which passed by unanimous vote.

- (ADDED) Policy for Public Comment

City Attorney Holec stated revisions to the Policy for Public Comment were made based on the City Council's direction at Monday's meeting and were forwarded with Wednesday's packets for review. Based on these revisions, a public comment period will be included as an item of business for regular City Council meetings and joint meetings of the City Council and the Greenville Utilities Commission (GUC). At meetings where there is a public hearing scheduled, the public comment period will be placed on the agenda following those and prior to Other Items of Business. At meetings with no public hearings scheduled, the public comment period will be placed on the agenda following approval of the agenda for the meeting. Items which will be the subject of public hearings conducted at that meeting or another meeting during the same week shall not be discussed during the public comment period. At joint meetings, items that are not germane to both the City Council and GUC shall not be discussed during the public comment period. Mr. Holec recommended amending the provision to schedule the public comment period for regular meetings of the City Council but only including a public comment period at joint meetings of the City Council and GUC with GUC concurrence.

Following a general discussion of revisions presented and the logistics involved in scheduling public comment periods for joint meetings, Council Member Joyner moved to approve the policy as presented, without Mr. Holec's recommendation for GUC concurrence. Council Member Glover seconded the motion, which passed by a 5 to 1 vote with Mayor Pro-Tem Kittrell casting the dissenting vote.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and Members of the Council made general comments about past and future events, and Council Member Blackburn announced plans to host her annual Town Hall meeting for District 3 at Jaycee Park on Tuesday, April 26, 2011 at 7:00 pm.



CITY MANAGER'S REPORT

City Manager Bowers recommended the City Council consider cancelling its April 25, 2011 meeting. Mayor Pro-Tem Kittrell moved to approve the City Manager's recommendation, seconded by Council Member Smith. There being no discussion, the motion passed by unanimous vote.

(ADDED) CLOSED SESSION

Upon recommendation of the City Attorney, Motion was made by Mayor Pro-Tem Kittrell to enter closed session in accordance with G.S. § 143-318.11(a)(3) 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. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Mayor Dunn declared the City Council in closed session at 8:12 pm, calling a brief recess to allow the Council and Staff to relocate to Conference Room 337, where she reconvened the closed session at 8:18 pm.

Upon conclusion of closed session discussion, motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member Joyner to return to open session. Motion was approved unanimously, and Mayor Dunn returned the City Council to open session at 8:55 pm.

ADJOURNMENT

Mayor Pro-Tem Kittrell then moved to adjourn the meeting, seconded by Council Member Joyner. There being no discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 8:56 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: First reading of an ordinance authorizing expansion of an existing bus franchise by The Rupp Group, LLC, d/b/a DD Express

Explanation: The Rupp Group, LLC, d/b/a DD Express, has made application to expand the operating hours of an existing bus franchise. Comments from staff evaluation are noted in the attached supporting material. A public hearing for this request is scheduled for May 12, 2011, and was advertised in The Daily Reflector on May 2, 2011 and May 9, 2011. Notification of the public hearing was mailed to all current vehicle for hire franchise owners.

Fiscal Note: No direct cost to the City.

Recommendation: Approve first reading of the attached ordinance authorizing expansion of a bus franchise by The Rupp Group, LLC, d/b/a DD Express.

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

Attachments / click to download

[Application Packet from The Rupp Group, LLC](#)

[An ordinance authorizing expansion of a bus franchise by The Rupp Group LLC DD Express 1st Reading 895954](#)

ORDINANCE NO. _____
AN ORDINANCE AUTHORIZING THE RUPP GROUP, LLC, D/B/A DD EXPRESS
TO EXPAND AN EXISTING BUS OR MASS TRANSIT FRANCHISE

WHEREAS, the City of Greenville is authorized by G.S. §160A-311 to license and regulate all vehicles operated for hire within the City of Greenville; and

WHEREAS, the City of Greenville has adopted an ordinance, Chapter 1 of Title 10 of the Greenville City Code, requiring the operators of bus or mass transit businesses within the City to obtain a franchise from the City permitting said operation, and said ordinance sets forth certain requirements and criteria that must be satisfied in order to obtain and maintain the franchise for the operation of a bus or mass transit business; and

WHEREAS, The Rupp Group, LLC, d/b/a DD Express, was issued a franchise permitting the operation of one (1) bus or mass transit unit within the City limits under its former business name of The Buccaneer Transportation Service, by Ordinance No. 10-86 adopted October 14, 2010; and

WHEREAS, the Rupp Group, LLC d/b/a DD Express has filed an application to increase its periods of operation from Sunday evenings through Wednesday evenings to operating any evening that the ECU Transit System is not in operation; and

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

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

Section 1. A bus or mass transit franchise is hereby issued to The Rupp Group, LLC, d/b/a DD Express, to permit the operation within the City of Greenville of not more than 1 bus or mass transit unit for a period of one year from the initial ordinance franchise period that began on October 14, 2010. The franchise may be renewed pursuant to §10-1-11 of the Greenville City Code.

Section 2. That the franchise is granted subject to the following conditions:

- a. The franchise must comply with all requirements of the Americans with Disabilities Act and any subsequent statutory amendments and implementing regulations relating to public transportation.
- b. The authorized operational periods of the franchise shall be during the evening hours starting at 8:00 pm and ending 5:00 am the following morning, Sunday through Saturday. Such operations may not begin until both the GREAT bus and ECU Transit buses have ceased operations for the day and must stop when the GREAT bus or ECU Transit buses start operating the following morning.
- c. The franchise holder may use the pickup and drop off station on Reade Street as long as such operations do not interfere with GREAT bus or ECU Transit operations and that the applicant will keep the pickup and drop off station on Reade Street free from litter, trash and debris.
- d. The franchise holder will provide back up or alternative transportation if the bus breaks down or becomes nonoperational during operation.

Section 3. The franchise holder must comply with all requirements of Title 10, Chapter 1, of the Greenville City Code, before operations can begin and within 60 days of the grant of the franchise. Failure to comply with the requirements of Title 10, Chapter 1 shall make this ordinance and franchise null and void. The franchise holder must execute an amended agreement with the City within ten (10) days of the effective date of this ordinance.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 6. This ordinance shall become effective immediately upon its adoption following its second reading.

First reading approved on the 9th day of May, 2011.

Revised 07/26/2010

APPLICATION FOR FRANCHISE
BUS LINE OR MASS TRANSIT

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

To the Mayor and City Council of the City of Greenville

The undersigned hereby makes application for a bus line/mass transit franchise under the provisions of the Greenville City Code, Title 10, Chapter 1, and presents the following information:

1. The applicant is familiar with the ordinances of the City of Greenville relating to liability insurance, drivers regulations, regulations of rates, and other matters pertaining to the operation of bus lines/mass transit systems.

2. The individual, corporate or trade name and business address of the applicant is:
The Rupp Group, LLC. 2059A Cambria Dr Greenville, NC 27834

3. The Applicant is:
A. An individual and sole owner of the bus line/mass transit business to be operated under the above name.
B. A corporation, or limited liability corporation, chartered under the laws of the State of North Carolina in the year 2011, and the officers of the corporation are Alan W Rupp,
Carol A. Rupp, Christopher A. Rupp

C. A partnership, as shown by articles hereto attached, and the names of partners are: _____

4. The Applicant operates in the following cities: Greenville

5. The Applicant is requesting franchise to operate 1 [number/type of vehicle(s)].
No vehicle may be leased to any person or business other than the franchise holder and no independent driver or vehicle may operate under the applicant's franchise if the franchise is approved.

6. The Applicant is to identify the physical business address where the business will be operated and business conducted, and any leases, lease binders or options, purchase agreements or purchase options.

7. In support of this application, the following Exhibits are attached.
- Exhibit A. A full statement of facts which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.
 - Exhibit B. A complete list of Applicant's motor equipment showing year, make, model, carrying capacity of each unit, and a copy of all vehicle insurance binders.
 - Exhibit C. Financial statement showing assets, liabilities and net worth of applicant.
 - Exhibit D. Statement or copies of lease agreements or parking agreements showing applicant has made complete arrangement for off-street parking of all motor vehicles. Such statement or agreements must show the location of such parking.
 - Exhibit E. Statement of proposed fares for transportation of persons and property.
 - Exhibit F. Statement of experience of applicant in conducting bus line/mass transit business.
 - Exhibit G. The Applicant is to provide the name and address of all prospective drivers. If the franchise is approved, each named driver shall be required to obtain official results of a drug screening for the driver(s) from a practicing licensed physician AND a waiver from the physician who conducted the drug screening releasing the results to the Greenville Police Department.
 - Exhibit H. A complete description, which clearly outlines all proposed bus routes and scheduled stops for each of the vehicles authorized under this franchise.

APPLICATION FOR FRANCHISE
BUS LINE OR MASS TRANSIT
PAGE 2

HAND PRINT OR TYPE

LAST NAME <u>Buep</u>		FIRST NAME <u>Christopher</u>		MIDDLE NAME <u>Alan</u>		
ALIAS OR NICKNAME		SEX <u>M</u>	AGE <u>23</u>	WEIGHT <u>185</u>	HEIGHT <u>5'11</u>	ID NO.
ADDRESS <u>2059A Cambria Dr. Greenville, NC</u>		HAIR <u>light</u>	EYES <u>green</u>	COMPLEXION <u>white</u>		
OCCUPATION <u>Marketing Consultant</u>			DRIVERS LICENSE NO.		IDENTIFICATION NO.	
PLACE OF BIRTH <u>Erie, PA</u>			DATE OF BIRTH <u>02/21/88</u>		SOCIAL SECURITY NO.	

Signature of Applicant *Christopher Buep*

Subscribed and sworn to before me this 20th day of April, 20 11.

My Commission Expires: 06/27/2015

[Signature]
Notary Public



CITY OF GREENVILLE OFFICIAL RECEIPT
City of Greenville
*** ORIGINAL RECEIPT ***

Batch ID: JLOPEZ 3/11/11 09 Receipt no: 377813

Description City Amount Description ID #
POLICE DEPARTMENT 1 \$30.00 TAXI LICENSE INT 13
CASH / CASH 01000000300015
THE RUFF GROUP 010000019 0000

Tender details:
chk: \$30.00
Total tendered: \$30.00
Total payment: \$30.00

Trans date: 3/11/11 Time: 9:30:47

Bus Franchise Amendment Proposal for:

DD Express

Owned and Operated by: The Rupp Group, LLC

The Rupp Group, LLC

P.O. Box 3001

Greenville, NC 27836

(919)280-3951

Alan.Rupp@theruppgroup.com

Carol.Rupp@theruppgroup.com

Chris.Rupp@theruppgroup.com

Executive Summary

The Rupp Group, LLC is the owner and operator of the DD Express Bus that provides students at local apartment complexes safe travel to and from downtown Greenville during late night activities. The service is currently permitted to operate Sunday through Wednesday nights after 6:00 PM. We have also experienced a demand for service on nights that ECU Transit is not operating Pirate Express. These times are various dependent on the academic schedule but may include holidays and academic breaks such as spring break and summer. This additional service is similar to our current operation; having no affect on ECU Pirate Express or the Greenville GREAT service. We are taking the sole responsibility to provide safe transportation to residents at student living properties during times current services are not offered.

We are requesting our current franchise be amended to allow us to operate our current bus any night of the week that ECU Pirate Express is not in operation. This will allow a sufficient and continuous bus service for students at these apartment complexes when Pirate Express is not running. As stated before, this will not interfere with ECU Pirate Express and also won't conflict with Greenville's GREAT line. Our service currently and will continue to not start until after 8pm, ensuring there is no interference with the GREAT service that ceases operation at 7pm.

Our routes will be the same as we currently operate, stopping at the entrances of Copper Beech Townhomes, Pirate's Cove, University Manor, The Landing, The Bellamy, Sunchase and North Campus Crossing and providing service to the downtown public bus stop. In our current bus franchise we made a verbal agreement with the Public Works Department prior to approval agreeing to maintain the cleanliness of the downtown bus stop area. At the end of every run our driver ensures this area is free and clear of any trash or materials and will continue to do so.

We have had positive feedback from the entire community, property managers have contacted us expressing their gratitude for the service and both The East Carolinian and The Daily Reflector have written front page stories about our service. This will ultimately increase our primary goal of decreasing drinking and driving around Greenville, NC while not interfering with other similar services currently offered.

General Company Description

Mission Statement: DD Express provides a safe, reliable and convenient line of buses that provides local student apartment complexes daily operation services and a line of private rental charters.

Company Goals and Objectives: Our main goal is to provide students a safe and reliable transportation service to and from their home and downtown Greenville on respective nights that Pirate Express is not in operation. Our service is aimed at keeping our roads safe and in return, providing a reasonable profit to the owners of the company.

Business Philosophy: Safe, reliable and convenient transportation.

Market: Primarily college students living at off-campus apartment complexes.

Company strengths and core competencies: The most important factor for our quickly growing company to succeed is to expand as quickly as possible to meet the demand we are experiencing. The partners of this business bring a wide variety of contributions to the community and the company for it to succeed. The financial aspect of the company is managed by Alan W. and Carol A. Rupp of Cary, North Carolina. Alan is a CPA with 26 years of business experience and Carol manages a travel operations department for one of the nations' largest travel agencies. The day to day operations of the business are currently managed by Christopher A. Rupp of Greenville, NC. Christopher has resided in Greenville for five years and is an ECU alumnus with a degree in Economics and minor in Business Administration. He is also a local business Marketing Consultant for Dex One.

Legal form of ownership: Our business is a Limited Liability Corporation: The Rupp Group, LLC.

Exhibits

- A) Along with our current service enabling us to operate Sunday through Wednesday nights we will have the option to operate on nights Pirate Express is not operating.
- B) 2002 NABI 30 LFN Transit Bus (32 passenger capacity)
- C)

Assets

Cash	\$ 750
Fixed Assets	26,000
Organizational Costs	1,500
	<u>\$ 28,250</u>

Liabilities

Accounts Payable	\$ 450
------------------	--------

Equity

	\$ 27,800
--	-----------

Liabilities and Equity

	<u>\$ 28,250</u>
--	------------------

- D) Off-street parking is located at AAA Security Storage located off Highway 33 in Greenville, NC. Attached is current rental agreement.
- E) Our current fare is \$3 for a roundtrip and \$2 for a one-way trip.
- F) The partners of this business bring a wide variety of contributions to the community and the company for it to succeed including the current operation of the DD Express. The financial aspect of the company is managed by Alan W. and Carol A. Rupp of Cary, North Carolina. Alan is a CPA with 26 years of business experience and Carol manages a travel operations department for one of the nations' largest travel agencies. The day to day operations of the business are currently managed by Christopher A. Rupp of Greenville, NC. Christopher has resided in Greenville for five years and is an ECU alumnus with a degree in Economics and minor in Business Administration. He is also a local business Marketing Consultant for Dex One.
- G) Supplied to Greenville Police Dept after applicant completes DOT Drug Screening.

Sincerely,

Alan W. Rupp



Carol A. Rupp



Christopher A. Rupp





GREENVILLE POLICE DEPARTMENT

MEMORANDUM

April 21, 2011

TO: Chief William Anderson
FROM: Cpl. C.B. Viverette
SUBJECT: Taxi/Limousine Operator Application for Christopher Alan Rupp, The Rupp Group LLC,
d/b/a DD Express

DMV

01-02-10 02-04-10 CONV: (313) SPEEDING (74 MPH IN A 65) 3
COURT: WAKE COUNTY COURT, NC
COURT: AOC #: 2010CR 700421 CITATION ID: 0993E717

AOC

Charged	Disorderly Conduct	Pitt Co.	2009CR 012058
Convicted	Speeding	Wake Co.	2010CR 700421

DCI

No Record

NEW WORLD

Fail to Stop at Stop Sign/Flash Red Light Pitt Co. May 2010

NCAWARE

No Record

According to the application package and the conversations that have taken place between staff and Mr. Rupp, we believe there is a driver who has been hired to operate the bus who is properly licensed. The question of which franchise they would be operating under is no longer applicable as the current approved franchise is requesting to have its hours of operation expanded to allow operation 7 days a week.

Based on the above information, I recommend the franchise for DD Express as proposed by Christopher Rupp, The Rupp Group, LLC d/b/a TRG Transportation be approved.



FINANCIAL SERVICES MEMORANDUM

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

FROM: Brenda Matthews, Financial Services Collections

DATE: April 27, 2011

SUBJECT: Franchise Applications for:
Christopher Alan Rupp, The Rupp Group, d/b/a DD Express

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

There were no unpaid property tax records in the names and/or addresses of the above individuals or business names.

If I can provide further assistance, please call.

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

Doc # 177282

Carol

Rupps New proposal is just an extension of the current service schedule to those include any night ECU after hours system does not operate. Public Works does not have any issues with their proposal.

Wes

Wesley B. Anderson, P.E.
Director of Public Works
1500 Beatty Street
Greenville, NC 27834
Office 252-329-4522
Fax 252-329-4535

Carol,

Christopher Rupp can operate a bus service office at his home at 2059-A Cambria Drive as an incidental home occupation. However a bus (commercial vehicle not typically associated with a residence) is not allowed to be parked short term or stored at his residence and no other employees shall work at or visit the premises concerning business related matters. Mr. Rupp's original application stated that the vehicle will be stored at AAA Security Self Storage in Simpson, NC.

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



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: First reading of an ordinance granting a taxicab franchise to Mamadou Sanogo, d/b/a Liberty Cab Company

Explanation: Mamadou Sanogo, d/b/a Liberty Cab Company, has made application for a franchise to operate two taxicabs. Comments from staff evaluation are noted in the attached supporting material. A public hearing for this request is scheduled for May 12, 2011, and was advertised on The City Page in The Daily Reflector on May 2, 2011 and May 12, 2011. Notification of the public hearing was mailed to all current vehicle for hire franchise owners.

Fiscal Note: No direct cost.

Recommendation: Approve first reading of an ordinance granting a taxicab franchise to Mamadou Sanogo, d/b/a Liberty Cab Company.

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

Attachments / click to download

- [Application Packet from Liberty Cab](#)
- [Franchise to Mamadou Sanogo Liberty Cab Company 1st reading 895963](#)

ORDINANCE NO. _____
AN ORDINANCE GRANTING A TAXICAB FRANCHISE
TO MAMADOU SANOGO, D/B/A LIBERTY CAB COMPANY

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

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

WHEREAS, Mamadou Sanogo, d/b/a Liberty Cab Company, is an applicant for a franchise permitting the operation of two (2) taxicabs within the City limits; and

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

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

Section 1. A taxicab franchise is hereby issued to Mamadou Sanogo, d/b/a Liberty Cab Company, to permit the operation within the City of Greenville of not more than two (2) taxicabs.

Section 2. The franchise holder must comply with the requirements of Chapter 1 of Title 11 of the Greenville City Code or successor ordinance, including but not limited to inspection, equipment and insurance requirements, and must begin operations within sixty (60) days of the grant of this franchise. These requirements apply to all vehicles under the franchise. Failure to comply with the requirements and begin operations within sixty (60) shall render the franchise null and void without further action of the Greenville City Council or loss of a vehicle authorized under the franchise if all vehicles do not comply with the requirements within the sixty (60) days period.

Section 3. The franchise holder has requested to operate the franchise as an incidental home occupation. Only one vehicle may be stored and/or parked at the franchise holder's residence. The franchise holder must provide a copy of the lease for the vehicle that is not to be maintained as an incidental home occupation to the City Clerk. Only the franchise holder may work out of the residence. No other taxi operator may operate out of or visit the franchise holder's residence incidental to the operation of the franchise.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 6. This ordinance shall become effective immediately upon its adoption following its second reading.

First reading approved on the 9th day of May, 2011.

Revised 3/30/2009

APPLICATION FOR TAXICAB FRANCHISE

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

To the Mayor and City Council of the City of Greenville

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

1. The applicant is familiar with the ordinances of the City of Greenville relating to liability insurance, drivers regulations, regulations of rates, and other matters pertaining to the operation of taxicabs.
2. The individual, corporate or trade name and business address of the applicant is:
LIBERTY CAB CO.
3. The Applicant is:
 - A. An individual and sole owner of the taxicab business to be operated under the above name.
 - B. A corporation chartered under the laws of the State of North Carolina in the year _____, and the officers of the corporation are _____
 - C. A partnership, as shown by articles hereto attached, and the names of partners are: _____
4. The Applicant operates in the following cities: Greenville
5. The Applicant is requesting franchise to operate 02 taxicabs.
6. In support of this application, the following Exhibits are attached.
 - Exhibit A. A full statement of facts which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.
 - Exhibit B. A complete list of Applicant's motor equipment showing year, make, model, and carrying capacity of each unit.
 - Exhibit C. Financial statement showing assets, liabilities and net worth of applicant.
 - Exhibit D. Statement showing applicant has made complete arrangement for off-street parking of all motor vehicles.
 - Exhibit E. Statement of proposed fares for transportation of persons and property.
 - Exhibit F. Statement of experience of applicant in conducting taxicab business.
 - Exhibit G. For persons who plan to be a driver: Official results of a drug screening for the applicant(s) from a practicing licensed physician AND a waiver from the physician who conducted the drug screening releasing those results to the Greenville Police Department

HAND PRINT OR TYPE

LAST NAME <u>SANOBO</u>		FIRST NAME <u>MAMADOU</u>		MIDDLE NAME	
ALIAS OR NICKNAME	SEX <u>M</u>	AGE <u>53</u>	WEIGHT <u>168</u>	HEIGHT <u>6-00</u>	ID NO.
ADDRESS <u>1212 Red Banks Rd Apt #J1</u>		HAIR <u>BLK</u>	EYES <u>BLK</u>	COMPLEXION <u>BLACK</u>	
OCCUPATION <u>TAXI DRIVER</u>		DRIVERS LICENSE NO.		IDENTIFICATION NO. <u>149159290</u>	
PLACE OF BIRTH <u>W. Africa (IVORY COAST)</u>		DATE OF BIRTH <u>01/01/58</u>		SOCIAL SECURITY NO.	

Signature of Applicant Mamadou Sanobo

Subscribed and sworn to before me this 11 day of April, 2011.



R. Ashby Tarkington, III
Notary Public

NAME:MAMADOU SANOGO

D.O.B:01/01/1958

**ADDRESS: 1212 REDBANKS ROAD
APT.J1 GREENVILLE, NC 27858**

REASON FOR OPERATION

LIBERTY CAB COMPANY WANTS TO BE PART OF THE LIST OF CAB COMPANIES OF GREENVILLE. THE CITY HAS DEVELOPED AND NEED MORE CABS DUE TO THE LONG WAITING DURATION OF CUSTOMERS FROM VARIOUS PLACES LIKE WALMART, THE AIRPORT, THE MALL AND HOSPITAL. WITH ITS ADDITION LIBERTY CAB WILL BE ABLE TO PROVIDE SERVICES TO ITS CUSTOMERS TO AVOID WAITING LONG PERIODS AND TO OFFER RELIABLE RIDES TO VARIOUS CUSTOMERS TO THEIR DESIRED DESTINATIONS WITHIN THE CITY.

AS AN EXPERIENCED DRIVER WITH VAST KNOWLEDGE OF THE CITY, I HOPE TO PROVIDE EXCELLENT TRANSPORTATION SERVICES TO THE GENERAL POPULATION OF THIS CITY.

RULES AND REGULATIONS OF LIBERTY CAB COMPANY

1.I WILL BE HONEST WITH PRICE CHARGED TO CUSTOMERS

2.I WILL BE RESPECTFUL AND BE CAUTIOUS TO ALL CUSTOMERS

3.NO USE OF IMPROPER LANGUAGE AROUND CUSTOMERS

**4.I WILL DISPLAY ALL FRANCHISE CHARGES FOR CUSTOMER TO SEE AS
REQUIRED BY THE CITY.**

**5.I WILL NOT HAVE ANY ILLEGAL WEAPONS OR MATERIALS WHILE
IN THE VEHICLE**

OWNERS NAME:MAMADOU SANOGO

WORK EXPERIENCE

NAME:MAMADOU SANOGO

D.O.B:01/01/1958

**ADDRESS:1212 REDBANKS ROAD
APT.J1 GREENVILLE,NC 27858**

DRIVERS LINCEN#

**1.WORKED WITH COURTESY CAB FROM
NOVEMBER 24 2008-NOV 24 2009**

**2.PARTNER AND DRIVER WITH UNITY CAB FROM
DECEMBER 9 2009-DECEMBER 2010**

**3.WORKED WITH RED,WHITE,AND BLUE
JANUARY23 2011 UP TO DATE.**

REFERENCES

1.ISRAEL OWNER COURTESY CAB TEL:252-757-1558

2.MELVIN ELAM OWNER RED,WHITE,AND BLUE TEL:252-558-5912

PERSONAL CONTACTS

EMAIL ADDRESS:juzybeb@yahoo.co.uk

Cell -----252-327-6986

HOME-----252-327-0243



No. **1345**

**TAXI DRIVERS PERMIT
GREENVILLE, N.C.**

Issued 11/24/2008 Expires 11/24/2009

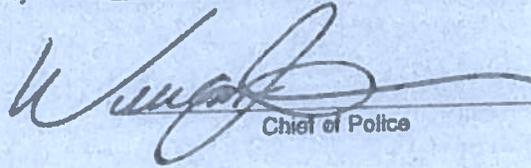
Name Mamadou Sanogo

N.C. Operators No. [REDACTED]

Age 50 Sex M Color B

Residence 1212 Red Banks RD, Apt K-6

Company Name Courtesy Cab


Chief of Police



No. **1386**

**TAXI DRIVERS PERMIT
GREENVILLE, N.C.**

Issued 12/9/2009 Expires 12/09/2010

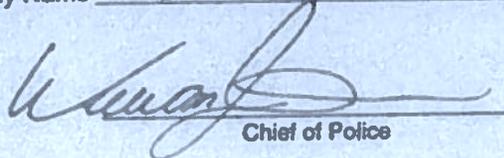
Name Mamadou Sanogo

N.C. Operators No. [REDACTED]

Age 51 Sex M Color B

Residence 3296 Colony Ct, Apt 205, City

Company Name Unity Cab Co.


Chief of Police

No. **1442**

**TAXI DRIVERS PERMIT
GREENVILLE, N.C.**

Issued 12/8/2010 Expires 12/08/2011

Name Mamadou Saïngô

N.C. Operators No. _____

Age 52 Sex M Color B

Residence 1212 Red Banks Rd, Apt J1

Company Name UNITY Cab



[Handwritten Signature]
Chief of Police

**STATE OF NORTH CAROLINA
REGISTRATION CARD**

NC. DIVISION OF MOTOR VEHICLES
RECEIPT OF FEES PAID

NC LIC NUMBER TA6801	PLT VALID THRU 01/15/2011	INSPECTION DUE 12/31/2010	GROSS WT
VEHICLE ID # JM3LW28G8Y0162129	TITLE # 771431083466147	EQUIP #	
MAKE/SERIES MAZD	STYLE VN	YEAR 2000	FUEL G
SHIPPING WEIGHT	TOTAL FEE 78.00		VEHICLE BRAND
CLASSIFICATION TAXI/PASS VEH	CUSTOMER ID # OWNER 2	COUNTY PITT	

MAHADOU SANOGO
License 78.00

2000 MAZD
JM3LW28G8Y0162129
771431083466147
147 12/30/2009 TIC1478

MAHADOU SANOGO

3269 COLONY CT # 205
GREENVILLE NC 27834-6996

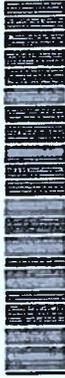
TOTAL 78.00 CASH

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

73APG007186

POLICY NUMBER

SIGNATURE



JM3LW28G8Y0162129

+ +
17126137

**STATE OF NORTH CAROLINA
REGISTRATION CARD**

NC DIVISION OF MOTOR VEHICLES
RECEIPT OF FEES PAID

NC LIC NUMBER TA6807	PLT VALID THRU 10/15/2011	INSPECTION DUE 09/30/2011	GROSS WT
VEHICLE ID # JT3AC11R9P1110083	TITLE # 778213102521147	EQUIP #	
MAKE/SERIES TOYT	STYLE VN	YEAR 1993	FUEL G
SHIPPING WEIGHT	TOTAL FEE 46.00		VEHICLE BRAND
CLASSIFICATION TAXI/PASS VEH	CUSTOMER ID # OWNER 1	COUNTY PITT	

MAHADOU SANOGO
License 46.00

1993 TOYT
JT3AC11R9P1110083
778213102521147
147 11/23/2010 TIC1478

MAHADOU SANOGO

1212 RED BANKS RD APT J1
GREENVILLE NC 27858-5308

TOTAL 46.00 CASH

I09 - INTEGRON NATIONAL INS CO
INSURANCE COMPANY AUTHORIZED IN NC

Oakmont Square Holding, LLC

Oakmont Square Apartments

1212 Red Banks Road

Greenville, NC 27858

Office number 252-756-4151 Fax 252-355-4497

Email: oakmontsqapartments@embarqmail.com

March 21, 2011

TO WHOM IT MAY CONCERN

RE: Mamadou Sanogo

1212 Red Banks Rd, Unit # J1

Greenville, NC 27858

Mr. Sanogo has permission to park his taxi cab on these premises.



Vic Blalock

Property Manager

Premium Savings

01 001 60 0 0 295,324

00108186 01 AV 0.335 01 5DG 295



MAMADOU SANOGO
1212 RED BANKS ROAD APT J1
GREENVILLE NC 278580000

PB

Premium Savings

12/01/2010 thru 12/31/2010

Account number:
Account owner(s): MAMADOU SANOGO

Account Summary

Opening balance 12/01	\$355.14
Interest paid	0.01 +
Other withdrawals and service fees	40.00 -
Closing balance 12/31	\$315.15

Deposits and Other Credits

Date	Amount	Description
12/31	0.01	INTEREST FROM 12/01/2010 THROUGH 12/31/2010
Total	\$0.01	

Interest

Number of days this statement period	31
Annual percentage yield earned	0.04%
Interest earned this statement period	\$0.01
Interest paid this statement period	\$0.01
Interest paid this year	\$0.15

Other Withdrawals and Service Fees

Date	Amount	Description
2/06	0.00	INQUIRY REDBANKS 0016-000256
2/06	40.00	WITHDRAWAL WELLS FARGO BANK 12/05 REDBANKS GREENSVILLE NC
Total	\$40.00	

Give your friends and family what they really want and support Toys for Tots at the same time. For every Wachovia Gift Card you purchase, we'll donate \$1 to the Marine Toys for Tots Foundation*, so you'll be helping them deliver millions of toys to disadvantaged children. Get yours today at wachovia.com/giftcard or your local Wachovia Financial Center. *Up to \$250,000 maximum donation for gift cards purchased between October 1 and December 31, 2010.



RH11V001 108186 001071739010 NNNNN NNNN NNNN NNNNNNN000001



FINANCIAL SERVICES MEMORANDUM

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

FROM: Brenda Matthews, Financial Services Collections

DATE: April 27, 2011

SUBJECT: Franchise Applications for:
Mamadou Sanogo, d/b/a Liberty Cab Company

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

There were no unpaid property tax records in the names and/or addresses of the above individuals or business names.

If I can provide further assistance, please call.

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

Doc # 177282



GREENVILLE POLICE DEPARTMENT

MEMORANDUM

April 21, 2011

TO: Chief William Anderson
FROM: Cpl. C.B. Viverette
SUBJECT: Taxi/Limousine Operator Application for Mamdou Sanogo d/b/a Liberty Cab Co.

DMV

05-23-09 08-06-09 CONV: (313)SPEEDING (30 MPH IN A 25) 2
COURT: PITT COUNTY COURT, NC
COURT: AOC #: 2009IF 002846 CITATION ID: C0125706
01-19-09 03-10-09 CONV: (313)SPEEDING (40 MPH IN A 35) 2
COURT: PITT COUNTY COURT, NC
COURT: AOC #: 2009CR 700325 CITATION ID: 800E5408

AOC

No Record

DCI

No Record

NEW WORLD

Charged	Speeding	Pitt Co.	January 2009
Charged	Fail to Stop for Stop School Bus	Pitt Co.	May 2010

NCAWARE

No Record

Based on the above information, I recommend approval of the franchise as requested.

Carol,

Mamadou Sanogo can operate a taxi franchise office with two vehicles out of his apartment at 1212 Red Banks Road, Unit J1 as an incidental home occupation. It is important to note that only one cab can be stored and/or parked at his property and it must be a vehicle that is typically associated with a residence. Also no other individuals may work out of his home. Therefore the second cab must be store at an appropriate location offsite and any employees cannot work out of or visit his home regarding company business.

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



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Windsor, Section 9

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Windsor, Section 9 (Map Book 45 at Page 185). A resolution accepting the dedication of aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

This section of Windsor was annexed over 5 years ago. City records indicate that the sections of Berkshire Drive and Royal Drive in Windsor, Section 9 were built to NCDOT standards for acceptance by NCDOT. Recent investigation has determined that the streets in Windsor, Section 9 were never accepted by NCDOT. Since these streets are in the City and were intended to be public streets and rights-of-way, staff recommends that the City Council accept the rights-of-way and easements for the portions of these two streets included in Windsor, Section 9. Public Works will include these streets in the City's annual report on Powell Bill eligible streets that is due to NCDOT in July 2011.

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

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Windsor, Section 9.

Attachments / click to download

 [Windsor Section 9](#)

 [May 2011 Right of Way Resolution 895868](#)

RESOLUTION NO.
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

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

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

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

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

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

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

Windsor Section 9

Map Book 45

Page 185

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

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

Adopted the 9th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

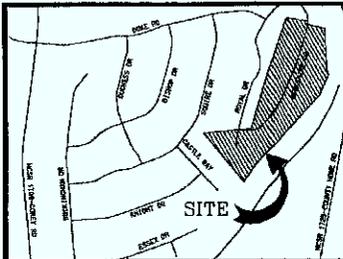
I, Patricia A. Sugg, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this the 9th day of May, 2011.

Notary Public

My Commission Expires: 9/4/2011

895868



CENTERLINE CURVE DATA

CURVE 1	CURVE 2	CURVE 3
R= 400.00' Δ= 38°41'22" L= 270.10' Ch=S 28°49'39"E 265.00'	R= 250.00' Δ= 06°53'33" L= 30.01' Ch=S 06°02'16"E 30.06'	R= 196.41' Δ= 42°26'03" L= 145.47' Ch=S 66°11'30"W 142.16'
CURVE 4	CURVE 5	CURVE 6
R= 600.00' Δ= 34°02'58" L= 251.85' Ch=S 32°57'01"W 230.00'	R= 800.00' Δ= 17°58'43" L= 251.03' Ch=S 29°54'54"W 250.00'	R= 600.00' Δ= 37°00'00" L= 397.46' Ch=S 20°24'15"W 380.77'
CURVE 7		
R= 1150.50' Δ= 12°16'41" L= 255.11' Ch=S 08°02'35"W 254.65'		

NOTE:
THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.

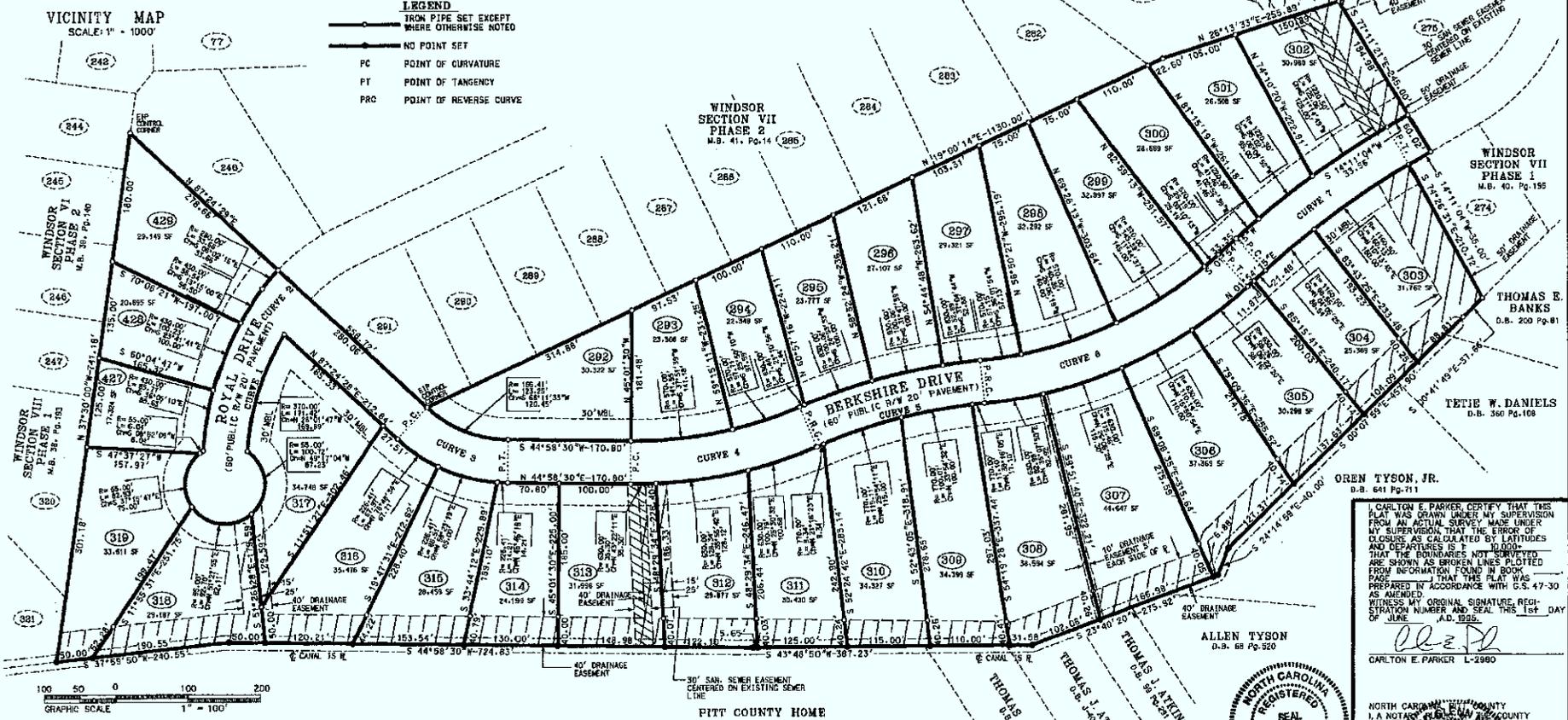
I, CARLTON E. PARKER, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
Carlton E. Parker
CARLTON E. PARKER, RLS

SITE DATA

NUMBER OF LOTS CREATED.....	31
TOTAL AREA IN TRACT.....	24.3026 AC.
AREA IN COMMON AREA.....	0
AREA IN PARKS, RECREATION AND THE LIKE.....	0

LEGEND

- IRON PIPE SET EXCEPT WHERE OTHERWISE NOTED
- NO POINT SET
- POINT OF CURVATURE
- POINT OF TANGENCY
- ◡ POINT OF REVERSE CURVE



SHEET 1 OF 1

NORTH CAROLINA—Pitt County
The foregoing certificate of *Howard Glenn Nichols*
a notary public is certified to be correct.
Filed for registration this the 25 day of August
19 95 at 2:38 o'clock P.M.
Annie G. Holder
Annie G. Holder, Register of Deeds
Pitt County, N.C.



MAP FOR RECORD
WINDSOR SECTION 9
REFERENCE: DEEDBOOK 546, PAGE 273 OF THE PITT COUNTY REGISTRY.
GREENVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: WINTERGREEN PROPERTIES, INC.
105A E. ARLINGTON BLVD.
GREENVILLE, NC 27858
(919) 355-5006

SURVEYED: JG	APPROVED: CEP
DRAWN: DM	DATE: MAY 26, 1995
CHECKED: CEP	SCALE: 1" = 100'

STROUD ENGINEERING, P.A.
107-B CONKNER STREET
GREENVILLE, NC 27858
(919)756-9352

SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:
DEED BOOK 546 PAGE 273
DEED BOOK PAGE
Carlton E. Parker

OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF
Wintergreen Properties Inc.
OWNER *Howard Glenn Nichols Jr.*
SWORN AND SUBSCRIBED TO BEFORE ME THIS 25 DAY OF AUGUST 1995
Carlton E. Parker
NOTARY PUBLIC, MY COMMISSION EXPIRES ON 01/17/00

APPROVAL
THIS FINAL PLAT, 95-53 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 14 DAY OF JUNE, 1995.
SIGNED *Orden Johnson Jr.*
11/10/95

DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGES/ THIS PLAT AND ALLOTMENT TO BE HIS/ HER FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY- GROUND, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
SIGNED *Steen Wanda Jr.*
ATTEST *Howard G. Nichols*

I, CARLTON E. PARKER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE ERROR OF OMISSION AS CALCULATED BY LATITUDES AND DEPARTURES, AND THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES. THE INFORMATION FOUND IN BOOK PAGE WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 1st DAY OF JUNE, A.D. 1995.
Carlton E. Parker
CARLTON E. PARKER L-2980



NORTH CAROLINA, PITT COUNTY
I, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT CARLTON E. PARKER, REGISTERED LAND SURVEYOR, HAS PREPARED THE FOREGOING MAP AND EASEMENTS INSTRUMENT IN ACCORDANCE WITH THE OFFICE STATE OF NORTH CAROLINA.
Howard Glenn Nichols
NOTARY PUBLIC
MY COMMISSION EXPIRES 01/17/00

NORTH CAROLINA, PITT COUNTY
THE FOREGOING CERTIFICATE OF THIS PLAT, NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF 19 AT O'CLOCK M. ANNIE G. HOLDER, REGISTER OF DEEDS
BY *Howard Glenn Nichols*
DEPUTY REGISTER OF DEEDS



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Contract award for the design of storm drainage improvements for Lakewood Pines Subdivision

Explanation: The Public Works Department in March 2009 received proposals for Engineering Services associated with drainage improvements for the Eastwood and Lakewood Pines Subdivisions. The consultant would provide design services for each of the subdivisions in a two-phase process. The first phase consisted of evaluating the existing stormwater drainage systems in each area, developing possible solutions, and identifying recommended improvements. The second phase would then involve developing and preparing the necessary construction documents for each project, obtaining all applicable permits, and assisting with the bid process.

Seventeen (17) consulting firms submitted proposals. After evaluating the proposals, AMT (A. Morton Thomas and Associates, Inc.) was selected as the firm best qualified to perform the assessments and designs for these two drainage projects. AMT was contracted to perform the Phase I portion of each of Eastwood and Lakewood Pines projects. Final reports were submitted in August 2010 and November 2010 respectively. Based on the recommendations in the final report for Lakewood Pines Subdivision, the Public Works Department is moving forward with Phase II of the project for design, and development of plans/specifications and contract/bid documents as well as permitting.

The proposed contract with AMT is attached. The proposed contract is for a Lump Sum fee in the amount of \$59,535 for surveying and design. Also included in the proposal are prices for additional services for such items as subsurface investigations, easement plats, bidding services, and construction phase services. Should the City require these additional services, they are proposed on a time and materials basis, not to exceed the value provided. The design is scheduled to begin in May 2011, and it is expected to be completed by September 2011. After completing the design and obtaining all applicable permits, the project is expected to go out for bids in November 2011 with construction starting in January 2011.

Fiscal Note:

The Lakewood Pines subdivision drainage project is in the Capital Improvement Program, and design costs will be funded by programmed Stormwater Utility funds.

Recommendation:

Award a professional services contract to AMT (A. Morton Thomas and Associates, Inc.) in the amount of \$59,535 for design of the Lakewood Pines Subdivision Drainage Improvements Project.

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

Attachments / click to download

 [Agreement for Lakewood Pines](#)

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between

_____ (“Owner”) and

_____ (“Engineer”).
A. Morton Thomas and Associates, Inc.

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

Lakewood Pines Subdivision Drainage Improvements ("Project").

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

Drainage evaluation and study.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

- time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between

the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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

6.05 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

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

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~**
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or

entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

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

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

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

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: _____

Engineer: A. Morton Thomas and Associates, Inc.

By: _____

By: Michael J. Wiercinski, P.E.

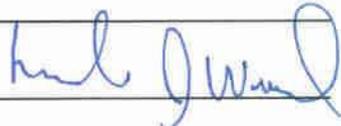
Title: _____

Title: Principal

Date: _____

Date: April 29, 2011

Signed: _____

Signed: 

Engineer License or Firm's Certificate No. F-1049

State of: North Carolina

Address for giving notices: _____

Address for giving notices: _____

8601 Six Forks Road

Suite 400

Raleigh, NC 27615

Designated Representative (Paragraph 8.03.A): _____

Designated Representative (Paragraph 8.03.A): _____

Tim Riordan

Title: _____

Title: Associate

Phone Number: _____

Phone Number: 919-855-9989

Facsimile Number: _____

Facsimile Number: 919-882-2059

E-Mail Address: _____

E-Mail Address: triordan@amtengineering.com

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A. Engineer shall:

1. Survey

- a. Field surveying will be performed to provide an accurate base map of existing utility lines in the area of proposed construction. Existing utilities, water, sewer, storm drain, and gas, will be painted by AMT team and paint marks will be picked up by field survey and incorporated into existing City CADD mapping. (By written approval)
- b. Provide Easements, maps and legal descriptions for the lots 200, 204, 206, 208, 210, 214, 216, 218, 220, 222, 224, 226 and for the commercial property owner for the rear lot storm drain improvement. Provide Easement for lots 2706 and Centro Watts (University Commons Greenville Shopping Center) for the Evans street storm drain improvement.
- c. Field surveying will be performed to obtain a topographic base map of the existing pond (off-site) and complete riser structure horizontal and vertical information for design purposes. Approximately four acres. Survey to be coordinated with the City of Greenville GIS datum. Horizontal Datum NAD 83, Vertical datum NAVD 88.
- d. Prepare an updated survey base map in AutoCAD.
- e. Tree count for lots 200-226. All trees over 18” diameter to be flagged and counted.

2. Provide documentation with concept plans for storm drain improvements. Facilitate public meeting with concerned citizens.

3. Prepare final design drawings based on approved conceptual layout consisting of the following:

- a. Demolition Plans
- b. Erosion and Sediment Control Plans
- c. Maintenance of Traffic Plans
- d. Plan and Profiles

- e. Riser Structure Design for off-site existing pond.
 - f. Detail Plans
- 4. Prepare cost estimate, specifications, and bid documents.
 - 5. Prepare Permit applications with documentation as applicable, submit and follow through approval. Provide coordination with NCDOT as required including plan approval, cross access permit (if required) and encroachment permit for storm drain outfall. (Evans Street portion)

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Survey Services - Provide Easements, maps and legal descriptions for the lots 200, 204, 206, 208, 210, 214, 216, 218, 220, 222, 224, 226 and for the commercial property owner for the rear lot storm drain improvement. Provide Easement for lots 2706 and Centro Watts (University Commons Greenville Shopping Center) for the Evans street storm drain improvement
 - 3. Bidding Services - Assist the City of Greenville in advertising for bids and selection of contractor. (*hourly not to exceed*)
 - a. AMT will help advertise and distribute the project for a competitive public bidding. This will include attending the Pre-Bid meeting, preparing Bid Addenda (as needed), and making a recommendation for award.
 - b. The City will be responsible for coordination throughout the bid phase, and awarding the construction contract afterwards. Up to four (4) sets of bid documents will be provided for distribution by a reprographics company to prospective bidders. Costs for purchasing bid sets will be the responsibility of prospective bidders.

4. Subsurface Utility Engineering Services
 - a. Subsurface utility locating will be performed to obtain exact horizontal and vertical locations of existing utility lines inside the site limits. A maximum of four (4) test pits are included in this proposal. This will facilitate the design of the proposed storm drain system and eliminate conflicts in the final design;
 - b. *Test pits for the existing house connections that need to cross the proposed storm drain line have been excluded from this proposal. Identification through as-builts records if possible.*
5. Construction Phase Services (*hourly not to exceed*)
 - a. Upon the city's issuance of a notice to proceed to the selected Contractor, AMT will help coordinate a pre-construction meeting.
 - b. AMT will then review shop drawings and other submittals by the contractor throughout the project.
 - c. AMT will also review monthly pay requests and help coordinate and attend monthly meetings with the contractor
 - d. AMT will help develop a project punch list after substantial completion and help coordinate final completion and project closeout
 - e. A total of up to six (6) visits to the site are planned during construction to accomplish the scope of services described above. Additional site visits, if required, will be billed at an hourly basis in accordance with the attached hourly rate schedule. Construction stakeout, inspection services, construction materials testing, and construction management are not included in this proposal
6. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
7. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
8. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
9. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

10. Providing renderings or models for Owner's use.
11. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
12. Furnishing services of Consultants for other than Basic Services.
13. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
14. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
15. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
16. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
18. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
20. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
21. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
22. Preparation of operation and maintenance manuals.

23. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
25. Assistance in connection with the adjusting of Project equipment and systems.
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
28. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- B. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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

Owner's Responsibilities

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

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

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

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

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

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

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

COMPENSATION: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$59,535 based on the following estimated distribution of compensation:
 - a. Surveying \$ 10,750
 - b. Engineering \$ 48,785
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION:
Additional Services**

Exhibit C, Article 2 of the Agreement is supplemented to include the following agreement of the parties:

Compensation for Additional Services – Lump Sum

A. Owner shall pay Engineer for Additional Services on a lump sum basis as stipulated in the any subsequent contract amendment.

1. A Lump Sum amount of \$2,400 based on the following distribution of compensation:

a. Subsurface Utility Designation w/ 4 Test Pits: \$2,400

Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer’s personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any.

2. Standard Hourly Rates:

a. Principal	\$195.00 per hour
b. Project Manager	\$145.00 per hour
c. Senior Engineer	\$125.00 per hour
d. Senior CADD Operator	\$70.00 per hour
e. Administrative	\$45.00 per hour
f. Licensed survey crew	\$175.00 per hour

3. An hourly not to exceed amount of \$36,660 based on the following distribution of compensation:

a. Surveyor Services- Storm Drain Eastment	\$9600
b. Bidding Services	\$7,720
c. Construction Phase Services	\$19,340

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.

C. Other Provisions Concerning Payment For Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

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

G6.04 *Insurance*

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$ 1,000,000
 - 2) Disease, Policy Limit: \$ 500,000
 - 3) Disease, Each Employee: \$ 500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
 - 2) General Aggregate: \$ 2,000,000
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ 5,000,000
 - 2) General Aggregate: \$ 5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ 1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$ 2,000,000
 - 2) Annual Aggregate \$ 2,000,000
- g. Other (specify): \$ _____

B. *Additional Insureds:*

The Owner shall be listed on Engineer's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.A.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

a. Original Agreement amount: \$ _____
b. Net change for prior amendments: \$ _____
c. This amendment amount: \$ _____
d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Series resolution authorizing vehicle and heavy equipment purchases through installment purchase financing for Greenville Utilities Commission

Explanation: At the outset of FY 2010-11, Greenville Utilities Commission planned to obtain an installment purchase loan for approximately \$1,310,300 to procure several pieces of vehicles and heavy equipment to sustain operations. Bid proposals were received for the vehicles and equipment, and the proposals received were \$2,920 lower than originally estimated, resulting in \$1,307,380 being the total amount needed for the proposed installment financing.

On March 10, 2011, a request for proposals for a 36-month and a 59-month installment loan for \$1,307,380 was distributed to eleven (11) banks with seven (7) responses received. After evaluating the proposals, the 59-month installment financing proposal from Wells Fargo Bank, N.A. was determined to be the optimal fit for Greenville Utilities Commission. Wells Fargo's rate of interest is 1.97% for 59 months. Greenville Utilities Commission's Financial Adviser, Janice Burke with First Southwest, reviewed the proposals and also agrees with the selection of Wells Fargo. The annual debt service associated with the installment loan is \$13,767 lower than the fiscal year 2011-2012 budget projection.

On April 19, 2011, the Greenville Utilities Commission Board adopted a series resolution for the financing of up to \$1,307,380 and recommended similar approval by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt the attached series resolution authorizing vehicle and heavy equipment purchases through installment purchase financing for Greenville Utilities Commission.

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

Attachments / click to download

 [Series Resolution for Vehicles and Equipment Purchases](#)

*City
Installment Financing
2011*

A regular meeting of the City Council of the City of Greenville, North Carolina was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on May __, 2011 at 6:00 P.M.

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

Absent: _____

* * * * *

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

RESOLUTION NO. 11-

SERIES RESOLUTION AUTHORIZING THE INCURRENCE OF ADDITIONAL INDEBTEDNESS THROUGH THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT WITH WELLS FARGO BANK, N.A. IN AN AMOUNT OF UP TO \$1,307,380 PURSUANT TO THE PROVISIONS OF SECTION 216 OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL ON AUGUST 11, 1994, AMENDED AND RESTATED AS OF APRIL 13, 2000.

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

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

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

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

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

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

WHEREAS, the Commission and the City Council have determined to finance a portion of the cost of paying for such equipment by incurring Additional Indebtedness through the execution and delivery of an installment financing agreement, pursuant to Section 160A-20 of the General Statutes of North Carolina, with Wells Fargo Bank, N.A., referred to herein as the "2011 Installment Financing Agreement"; and

WHEREAS, the City Council has received information to the effect that the City will be able to satisfy the requirements of Section 216 of the Order with respect to the 2011 Installment Financing Agreement; and

WHEREAS, pursuant to Section 216 of the Order, the 2011 Installment Financing Agreement is to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the incurrence of said Additional Indebtedness; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this series resolution authorizing and setting forth the terms and provisions of the 2011 Installment Financing Agreement;

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

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

Section 2. Authorization of the 2011 Installment Financing Agreement. (A) The 2011 Installment Financing Agreement. Pursuant to the Enabling Act and Section 216 of the Order, the City Council hereby authorizes the incurrence of Additional Indebtedness through the execution and delivery of the 2011 Installment Financing Agreement with Wells Fargo Bank, N.A. in a principal amount of up to \$1,307,380 for the purpose of providing funds, together with any other available funds, for (1) paying, or reimbursing the Commission and the City for paying for certain equipment described in Appendix A hereto and (2) paying expenses incidental and necessary or convenient thereto.

(B) 2011 Installment Financing Agreement Provisions. The 2011 Installment Financing Agreement shall be executed on such date, shall be effective as of such date, bear interest at the rate, shall be repaid, subject to prepayment, in the amounts and on the dates, all as hereinafter provided.

(C) Interest. Interest on the 2011 Installment Financing Agreement shall begin to accrue on the unpaid principal balance thereof from the date of execution of the Installment Financing Agreement and shall be payable annually on or before each interest payment date, determined pursuant to Section 3(C) hereof, until the principal balance of the 2011 Installment Financing Agreement is paid or prepaid in accordance with its terms.

(D) Principal. Principal on the 2011 Installment Financing Agreement shall be payable annually on or before each principal payment date, determined pursuant to Section 3(C) hereof, all as set forth in the 2011 Installment Financing Agreement.

(E) Prepayment of the 2011 Installment Financing Agreement. The 2011 Installment Financing Agreement shall be prepayable in accordance with its terms.

Section 3. Delegation and Standards. The City Council hereby delegates to any Authorized Officer of the Commission, the City Manager and the Director of Financial Services of the City, subject to the limitations contained herein, the power to determine and carry out the following with respect to the 2011 Installment Financing Agreement:

(A) Principal Amount. To determine the aggregate principal amount of the 2011 Installment Financing Agreement, such principal amount, up to \$1,307,380, to be sufficient for the purposes described in Section 2(A) of this Resolution;

(B) Interest Rates. To determine the interest rate on the 2011 Installment Financing Agreement, which interest rate shall not exceed 1.97% per annum.

(C) Repayment of the 2011 Installment Financing Agreement. To determine the interest payment dates and principal payment dates for the payment of the Installment Financing Agreement, such payment dates not to extend to 60 months or longer after the date of execution of the 2011 Installment Financing Agreement;

(D) Execution Date and Effective Date. To determine the date of execution of the 2011 Installment Financing Agreement and the effective date of the 2011 Installment Financing Agreement;

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

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

Section 5. Form of the 2011 Installment Financing Agreement. The 2011 Installment Financing Agreement shall be substantially in the form attached hereto as Appendix B, with such variations, omissions and insertions as are required or permitted by this Resolution or the Order and the City Manager and the Director of Financial Services of the City each are hereby authorized to execute the 2011 Installment Financing Agreement, such execution to be conclusive evidence of the approval thereof by the City. In addition, the General Manager of the Commission or an Authorized Officer of the Commission is hereby authorized to signify their

approval of the 2011 Installment Financing Agreement by the execution of an approval thereof, such execution to be conclusive evidence of the approval of the Commission.

Section 6. Method of Payment of the 2011 Installment Financing Agreement. All principal and interest on the 2011 Installment Financing Agreement shall be made payable as specified in the 2011 Installment Financing Agreement on or before each principal and interest payment date.

Section 7. Application of Proceeds of the 2011 Installment Financing Agreement. Moneys received by the City or the Commission pursuant to the 2011 Installment Financing Agreement shall be deposited to Wells Fargo Bank, National Association for the benefit of the City and Commission to be used to pay costs described in Section 2(A) hereof.

Section 8. Application of Certain Revenues. In accordance with the provisions of Section 507 of the Order and after making the payments required by paragraphs (a) - (e) thereof, the Commission shall withdraw from the Operating Checking Account moneys held for the credit of the Appropriate Operating Funds in such amounts as shall be necessary for the purpose of making principal and interest payments on the 2011 Installment Financing Agreement.

Section 9. Authorization to City and Commission Officials. The officers, agents and employees of the City and the Commission are hereby authorized and directed to do all acts and things required of them by the provisions of the 2011 Installment Financing Agreement, the Order and this Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

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

Adopted this the ____ day of May, 2011.

Patricia C. Dunn
Mayor

[SEAL]

ATTEST:

Carol L. Barwick
City Clerk

APPENDIX A

EQUIPMENT

2010 Ford F-150
60' Aerial Tower Unit Mounted with a Utility Line Body and 1,250 lb. Material-Handling Package
2 Ton Utility Truck
2010 Dodge Caravan
2010 Ford Explorer
2010 Ford F-150
(3) - 2011 Dodge Dakota
2011 Ford 1/2 Ton Extended Cab
2011 Ford Escape Hybrid
(3) - 2011 Ford F-250
2011 Ford F-350
(4) - 2011 Ford Ranger
4-Wheel Drive Compact Loader/Backhoe
4-Wheel Drive Tractor with Loader and Backhoe
4-Wheel Drive Trenching Machine with Backhoe and Backfill Blade
4-Wheel Drive Vibratory Plow with Backhoe and Backfill Blade
74' Aerial Tower Unit Mounted with a Forestry Package Body on a Diesel/Electric Hybrid Chassis
Bull-Wheel Tensioner
Chipper Body Truck
Compact Excavator
Dump Truck
Dump Truck 8 x 14

APPENDIX B
FORM OF INSTALLMENT FINANCING AGREEMENT

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

Ayes: _____

Noes: _____

* * * * *

I, Carol L. Barwick, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the City Council of said City at a meeting held on _____, 2011, said record having been made in Minute Book No. ___ of the minutes of said City Council, beginning at page ___ and ending at page ___, and is a true copy of so much of said proceedings of said City Council as relates in any way to the passage of the resolution described in said proceedings.

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

WITNESS my hand and the official seal of said City, this ___ day of May, 2011.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Resolution authorizing the disposition of one surplus 1999 Ford Crown Victoria to the Town of Bethel

Explanation: As part of its regular fleet maintenance, the City of Greenville is surplussing a number of vehicles including police vehicles. The Bethel Police Department has made a written request to the City of Greenville to obtain one 1999 Ford Crown Victoria police vehicle, VIN #2FAFP71W0XX209063.

Fiscal Note: Surplussed vehicles are normally sold at auction. Based on past sales of similar vehicles, if sold at auction, the vehicle would sell for approximately \$1,900. If surplussed to the Town of Bethel rather than being auctioned, the City will not realize any monetary gain.

Recommendation: Approve the attached resolution authorizing the sale of one 1999 Ford Crown Victoria police vehicle to the Town of Bethel for one dollar (\$1.00).

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

Attachments / click to download

- [Bethel Police Written Request for Surplus Police Vehicle](#)
- [Resolution for Surplus Police Car for Town of Bethel 895509](#)

RESOLUTION NO.
RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING
ITS DISPOSITION TO THE TOWN OF BETHEL

WHEREAS, the Greenville Police Department has determined that certain property is surplus to the needs of the City;

WHEREAS, the Town of Bethel can put this property to use; and

WHEREAS, North Carolina General Statute 160A-267 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be conveyed to the Town of Bethel for one dollar (\$1.00), said property being described as follows:

One 1999 Ford Crown Victoria
VIN# 2FAFP71W0XX209063

This the 9th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

895509

Item # 7



BETHEL POLICE DEPARTMENT

Post Office Box 240 Bethel, North Carolina 27812

Phone: 252-825-5481 Fax: 252-825-0132

April 18, 2011

The Town of Bethel is requesting to purchase the unmarked 1999 Crown Victoria patrol car that has recently been taken out of service by the City of Greenville. I have included the information on this vehicle below:

Green 1999 Ford Crown Victoria

VIN # 2FAFP71WOXX209063

If you have any questions regarding this request, you may contact me at (252) 916-7386.

Thank you,

A handwritten signature in black ink, appearing to read "Barry Stanley". The signature is fluid and cursive, with a long horizontal stroke at the top.

Barry Stanley

Chief of Police



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Report on bids awarded

Explanation: The Director of Financial Services reports that the following bids were awarded during the month of March, 2011.

Date Awarded	Description	Vendor	Amount	M/WBE Yes/No
3/16/11	2012 International 7400 Rear Loading Refuse Truck with E-Z Pack Body Note: \$847 was added to base bid amount for extended warranty.	White's International Trucks	\$138,264	No
3/22/11	Repair foundation at Eppes Recreation Center Note-Apparent low bidder did not turn in M/WBE Affidavit. See attached memo.	Hudson Brothers	\$131,000	No

Fiscal Note: \$138,400 was appropriated in the 2010-2011 Vehicle Replacement Fund to purchase the rear-loading refuse truck, and \$200,000 was appropriated in the 2009-2010 Capital Improvement Budget to fund the foundation repair at Eppes Recreation Center.

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

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

Attachments / click to download

 [Bid Tabulation for Eppes Rec. Center Foundation Repairs](#)

 [Bid_Tabulation_One_Rear Loader_Feb_2011_889762](#)

**CITY OF GREENVILLE, NORTH CAROLINA
FINANCIAL SERVICES/PURCHASING
BID TABULATION**

DESCRIPTION:

One (1) ea. 25 CY Rear Loading Refuse Truck
Per Owner's Specifications
Formal Bid# 10-11-36

February 15, 2011 @ 2:00 P.M.

BID OPENING DATE & TIME

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
Charlotte Truck Center 4633 Equipment Dr. Charlotte, NC 28269	\$140,438 2012 Freightliner M2-106V w/ EZ Pack Goliath Body		160 Days	
McNeilus Companies P.O. Box 367 Villa Rica, GA 30180	\$161,774 2012 IHC 7400 w/ McNeilus 2516 Body		180 Days	Exception taken to liquidated damages
White's International Trucks P.O. Box 18605 Greensboro, NC 27419	*** \$137,417 2012 Int'l. 7400 w/ E-Z Pack G300 C-25 Body	<i>Alt. Bids:</i> #2) \$137,595 2012 Int'l. 7400 w/ Pak-Mor RHC 225B Body #3) \$136,665 2012 Int'l. 7400 w/ Loadmaster Excel "S" 25 yd Body #4) \$142,301 2012 Int'l. 7400 w/ Leach 2R-III Body #5) \$139,140 2012 Int'l. 7400 w/ Heil Dura Pack 5000 #6) \$147,927 2012 Int'l. 7400 w/ McNeilus 3.5 HD Body	Base Bid-180 Days #2) 240 Days #3) 240 Days #4) 260 Days #5) 240 Days #6) 210 Days	

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
TranSource 1341 S. Wesleyan Blvd. Rocky Mount, NC 27803	\$165,791 2012 Mack GU w/ E-Z Pack G-300 Body	\$166,372 2012 Mack GU w/ Heil Dura Pack 5000 Body	Base Bid: Not stated Alt. Bid: States Body 60-90 Days	
Triple T Freightliner 2715 Hw. 421 N. Wilmington, NC 28402	\$137,942 2012 Freightliner M2 106V w/ Loadmaster Excel "S" Body		180-220 Days	Exception taken to liquidated damages.
Tri-Point Truck Center, Inc. 3500 Yonkers Rd. Raleigh, NC 27604	\$136,592 2012 Freightliner M2 106V w/ Loadmaster Excel Body	Alt.#1-\$139,157 2012 Freightliner w/ Heil DP 5000 Alt.#2-\$137,333 2012 Freightliner w/ Cobra Magnum Body Alt.#3 \$138,576 2012 Freightliner w/ Goliath G300C	Approx. 180 Days	Exception taken to liquidated damages

***This bid was selected.

Purchasing Manager



PO Box 19944 | Raleigh, NC 27619 | tel 919.832.8118 | fax 919.832.8120 | stanfordwhite.com

February 25, 2011

Mr. Lamarco M. Morrison, MSIT
Greenville Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27835

Re: Eppes Recreation Center – Wall and Foundation Repair
City of Greenville
SW#: 0561-03-00-10

Dear Lamarco:

I have enclosed the following items for your use:

1. Two original, certified Bid Tabulations with Unit Prices.
2. Original Proposal of the recommended successful Bidder.

The apparent low bid for the project, prepared by O'Neal Contracting Company, has been rejected because of the firm's failure to file the required Affidavit regarding minority business participation. The apparent next lowest bid for the project is prepared by Hudson Brothers Construction Company for One Hundred Thirty-One Thousand Dollars \$131,000.00. This bid amount falls within the funds that are appropriated for the project. I have received verbal confirmation of this bid from Len Hudson of Hudson Brothers Construction Company.

Based on the above, I recommend that contracts be awarded as follows:

Base Bid (There are no alternates)	\$131,000.00
Total	\$131,000.00

The attached proposal of the recommended successful Bidder includes the following MBE documentation:

Affidavit A in which the contractor certifies that Ninety-Five (95) points were earned from good faith efforts.

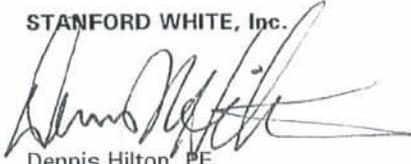
Per your directive, contracts are being issued to Hudson Brothers Construction Company.

Mr. Lamarco Morrison
February 25, 2011
Page 2 of 2

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

Sincerely,

STANFORD WHITE, Inc.

A handwritten signature in black ink, appearing to read "Dennis Hilton", written over the company name.

Dennis Hilton, PE
Structural Engineer

Enclosure

M:\Clients\Greenville, City of\0561-03-00-10 Eppes Structural Design for Wall and Foundation Repairs\Correspondence\Letters and Memos\2011-0225
SW Owner Recommendation DRH Ltr.doc



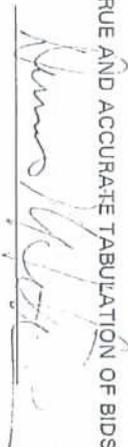
BID TABULATION

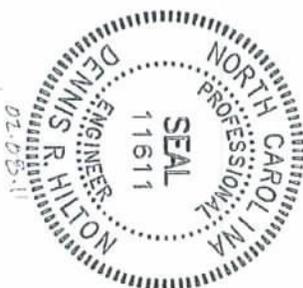
PO Box 19944 | Raleigh, NC 27619 | tel 919.832.8118 | fax 919.832.8120 | stanfordwhite.com

PROJECT: Structural Design for Wall & Foundation
Repairs – Eppes Recreation Center
OWNER: City of Greenville Recreation & Parks Dept.
PRIME: Single
PROJECT NO.: 0561-03-00-10
BIDS DUE: February 3, 2011

Bidders	License NO.	Base Bid	Unit Price 1	Unit Price 2	Unit Price 3	Unit Price 4	Unit Price 5A/5B	Unit Price 6	Unit Price 7	Unit Price 8	Unit Price 9	Unit Price 10	Unit Price 11A/11B	Unit Price 12A/12B/12C	MBE Appdx A or B
T.D Goodwin, LLC	63903	156,400.00	49.75	55.00	30.00	0.25	160.00 / 18.88	400.00	5.36	5.00	3.00	8.50	1.30 / 1.74	385.00 / 175.00 / 18.50	A
Group III Management, Inc.	24318	172,900.00	30.00	22.00	15.00	2.00	190.00 / 18.00	750.00	31.00	12.00	6.00	22.00	5.00 / 6.00	605.00 / 275.00 / 22.00	A
Hudson Brothers Constr. Co.	34590	131,000.00	38.50	40.50	3.30	0.39	165.00 / 18.00	550.00	33.00	2.00	2.25	13.75	2.00 / 1.00	600.00 / 200.00 / 30.00	A
Norsate Contracting, Inc.	46409	140,000.00	55.00	10.00	3.60	0.40	115.00 / 16.50	625.00	30.00	13.50	4.00	5.75	1.50 / 2.00	600.00 / 275.00 / 22.00	A
O'Neal Contracting Co.	24434	104,495.00	34.65	35.00	75.00	0.15	123.00 / 20.77	425.00	5.90	2.20	3.30	13.20	1.40 / 2.30	423.50 / 192.50 / 56.00	A

I CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS RECEIVED.

BY: 
 Dennis R. Hilton, PE





City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Report from the Cable Television Government Access Channel Ad Hoc Advisory Committee

Explanation: The Cable Television Government Access Channel Ad Hoc Advisory Committee will provide its report to the City Council as required in Resolution 08-41. The Committee meets bi-annually in the even-numbered years and submits a report to the City Council. The Committee's responsibilities include the following:

- 1) Review and comment on programming reports provided by staff;
- 2) Gather and collect input from a diversity of citizens and resources about the Greenville Government Access Channel; and
- 3) Provide a report to the City Council.

Staff assisted the Committee to develop and implement a new resident survey so that more public input could be obtained when compared to 2008 resident feedback. To help ensure the survey results were representative of the community, staff contracted with the East Carolina University Center for Survey Research to perform a random direct mail survey of 1,500 households comprised of 300 households in each of the five City Council districts.

The Committee will review highlights of the resident survey and provide comment and/or recommendations. The recipients of the survey sweepstakes giveaway will be announced.

Fiscal Note: Costs to the City were \$3,469.36 (\$2,627 for the survey contract and \$842.36 for survey participation incentive program.)

Recommendation: Receive report from the Cable Television Government Access Channel Ad Hoc Advisory Committee.

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

Attachments / click to download

 [2011_Ad_Hoc_Final_Report_896135](#)

2011 Cable Television Government Access Channel Ad Hoc Advisory Committee Final report

The Cable Television Government Access Channel Ad Hoc Advisory committee was appointed by members of the City Council and Mayor to evaluate GTV9. The members of the committee were: Alice Arnold, Cherie Speller, Adele Grier, Charetta Walls, and Beth Winstead. Steve Hawley served as the staff liaison to the committee.

The responsibilities of the committee were:

1. Review and comment on the reports provided by the Staff Liaison
2. Gather and collect input from a diversity of citizens and resources about the Greenville Government Access Channel
3. Provide a report to the City Council

All meetings, with the exception of the first meeting, were televised live on GTV9.

The committee worked with staff at ECU to send a survey to a random sample obtained from the City of Greenville storm water subscribers. The random sample included 300 households in each of the districts within the city, for a total of 1500 households. As an added incentive for responding to the survey, the respondents that supplied their name were eligible for the two iPods and two Flip cameras that were given away. 173 surveys were returned for a return rate of 12%. This is considered higher than average for this type of survey.

The demographics for those who responded were comparable with the city demographics except in the areas of: education, home ownership and age of person doing survey. This may be attributed to the survey being sent to those who are storm water subscribers, and would not necessarily include those living in apartments.

Overall, 51% of the respondents viewed GTV9 more than once monthly. 62% of the total respondents stated that GTV9 was very to extremely important. 77% of the respondents stated that they watch for less than one hour at a time. They rated they were satisfied to very satisfied with all programs.

The slides, which list public information, were found to be understandable and readable. Closed caption was not found to be needed at this time, as was the need for Secondary Audio Programming (Spanish translation).

The committee feels that the GTV9 staff is currently programming the information most important to the citizens of Greenville. While most of the programming includes such programs, new programming should fall in the categories the respondents felt were most important. The respondents ranked the following program types they were most likely to watch. The top 4 program types are:

1. city government happenings and events
2. information about city services
3. public safety
4. and entertainment series

The committee recommends that the City of Greenville maintain and continue to expand the diversity of programs on GTV9 as resources allow.



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Review of proposed City Council redistricting plan

Explanation: The City's redistricting consultant (Chris Heagarty of Mel Black & Associates) has developed a proposed redistricting plan. In developing the proposed redistricting plan, he utilized the attached Criteria for Redistricting approved by City Council at its March 3, 2011, meeting. He also utilized the input which he received from the Mayor and Council Members at the meetings held with each individually. He will make a presentation on the proposed redistricting plan.

Attached is a copy of the following:

- 1) Map entitled City of Greenville 2011 Proposed Redistricting Plan which demonstrates the proposed districts with the areas to be moved from a district to a different district being in a hash mark with the color of the district to which it is moving to under the proposed redistricting plan;
- 2) Map entitled City of Greenville 2011 Proposed Redistricting Plan (Highlighted District Changes) which highlights the district changes with a notation for each area to be moved of the district number it is currently in and the district to which it is moving to under the proposed redistricting plan.
- 3) Sheet entitled City of Greenville 2011 Proposed Redistricting Plan which contains a table demonstrating the total population by district under the current districts and under the proposed redistricting plan; and
- 4) Sheet entitled City of Greenville 2011 Proposed Redistricting Plan which contains a table demonstrating total voting age population by district under the current districts and under the proposed redistricting plan.

After the presentation, if Council determines to proceed with the process of considering the proposed redistricting plan, it is recommended that Council approve the proposed redistricting plan for the purpose of presentation and receipt of public comment at the public forums and public hearing. Changes to

the proposed redistricting plan may be made at this meeting prior to approval for this purpose or at a future Council meeting after receipt of public comment.

* * *

As a reminder, the anticipated schedule for consideration of the proposed redistricting plan is as follows:

<u>DATE</u>	<u>ACTION</u>
Monday, May 16, at 7:00 p.m.	Public Forum American Legion Building 403 Saint Andrews Drive
Tuesday, May 17, at 7:00 p.m.	Public Forum Barnes-Ebron-Taft Community Building 120 Park Access Road
Wednesday, May 18, at 7:00 p.m.	Public Forum Jaycee Park Auditorium 2000 Cedar Lane
Thursday, May 19, at 7:00 p.m.	Public Forum Church of Jesus Christ of Latter Day Saints 307 Martinsborough Road
May 23, 2011, Council Meeting	Public Hearing and Plan Approval or Other Action
ASAP after Approval	Submission to Department of Justice

This schedule conforms to the schedule utilized in 2001 in which the redistricting plan was adopted and precleared in sufficient time for the 2001 municipal election to be conducted during its regularly scheduled time. In order for the 2011 municipal election to be conducted on its usual November time frame, adoption of the changes to the electoral districts and receipt of federal approval will need to occur no later than July 20, 2011.

Fiscal Note: There is a minimal additional expense associated with proceeding with the redistricting process.

Recommendation: Approve the proposed redistricting plan for the purpose of presentation and receipt of public comment at the public forums and public hearing. Changes to the proposed redistricting plan may be made at this meeting prior to approval for this purpose or at a future Council meeting after receipt of public comment.

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

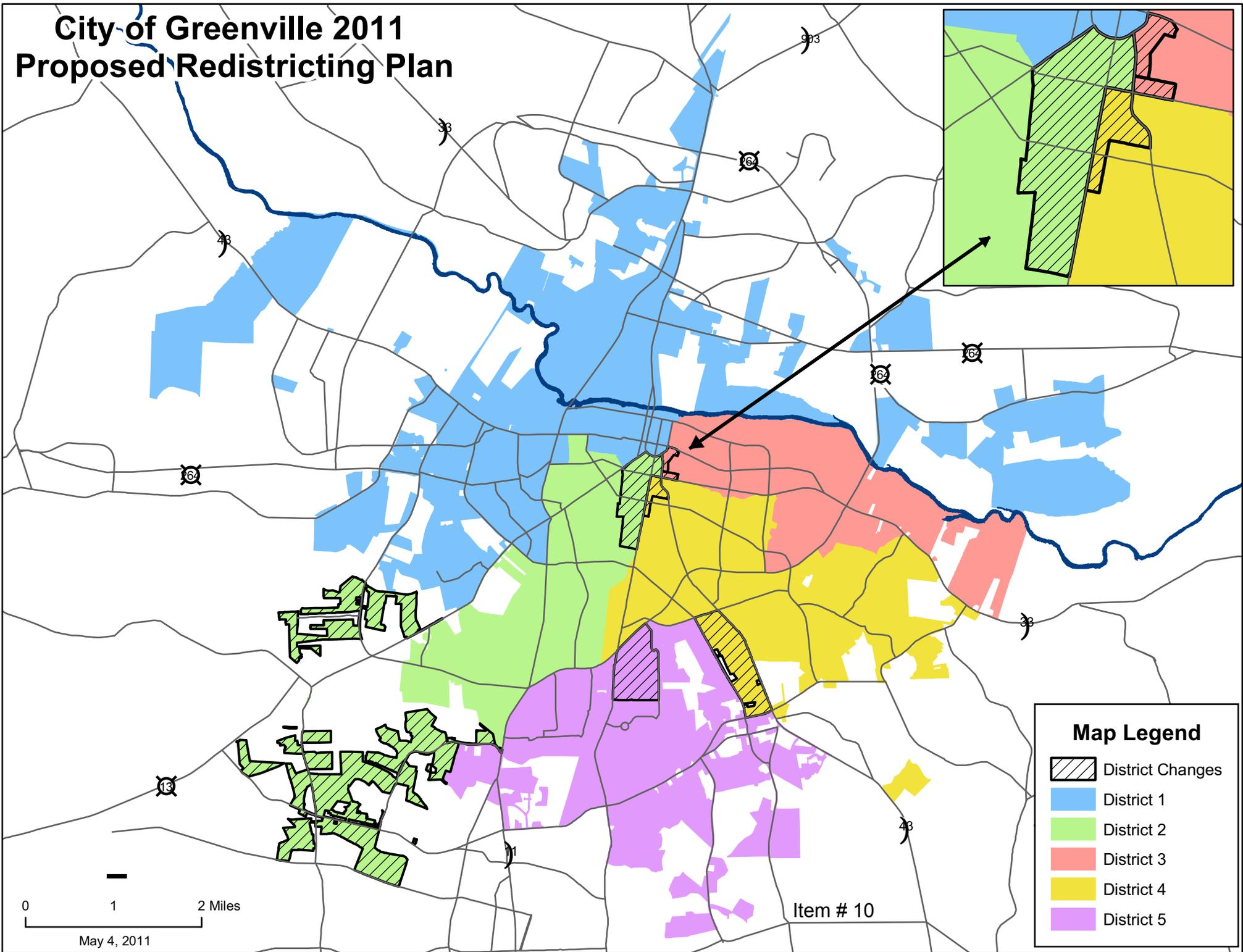
Attachments / click to download

- [📎 Total Population](#)
 - [📎 Voting Age Population](#)
 - [📎 Map - Highlighted District Changes](#)
 - [📎 Map - Proposed Redistricting Plan](#)
 - [📎 CRITERIA_FOR_REDISTRICTING_891107](#)
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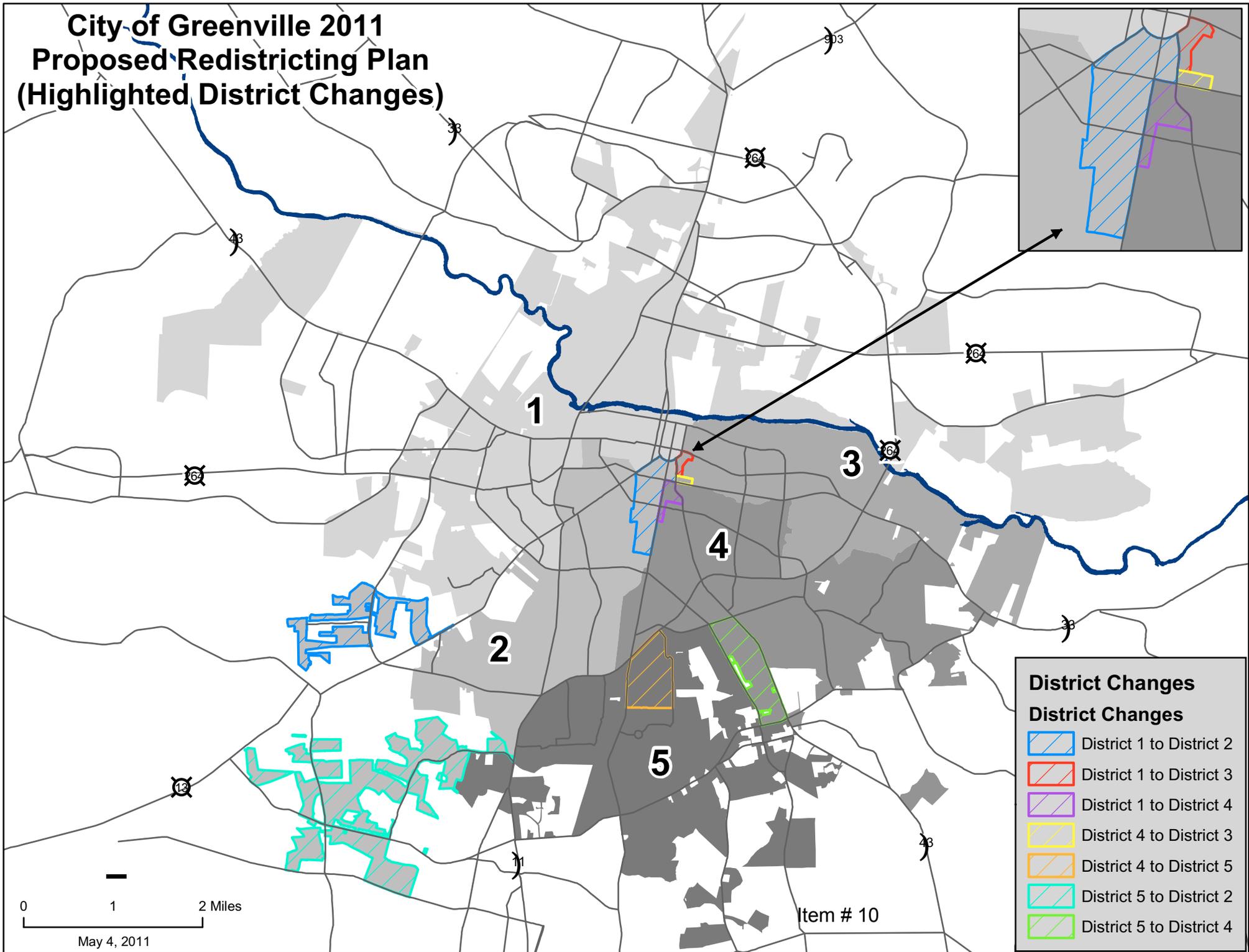
**CRITERIA FOR REDISTRICTING
APPROVED BY CITY COUNCIL ON MARCH 3, 2011**

1. Districts should be as nearly equal in population as is practicable, but in no case shall the total deviation in population between the smallest district and the largest district be greater than 10%.
2. The plan shall not dilute the voting strength of racial minority citizens. Specifically, the plan should not fragment minority citizens among different districts or over-concentrate minority citizens in one district.
3. Each district should be composed of territory that is contiguous and reasonably compact.
4. The plan must meet non-retrogression analysis under Section 5 of the Voting Rights Act of 1965. The present system allocates roughly one-third of the full-voting seats on the City Council to electable minority districts. The plan should allocate roughly one-third of the seats to electable minority districts unless there is a significantly greater or lesser percentage of racial minority citizens in the City when comparing 2010 census data to 2000 census data which would warrant a greater or lesser allocation of seats to electable minority districts.
5. The plan must be drawn based on geographic boundaries utilized by the Bureau of the Census in the 2010 census as supplemented by annexations with effective dates on or before June 30, 2011, and the plan must be based on 2010 census data.
6. Each district, to the greatest extent possible, shall be designed to accommodate future growth and shall specifically be designed to accommodate future growth in the areas of the City which have historically shown greater development, growth, and annexation than other areas. To the greatest extent possible, districts should be designed to avoid the need for redistricting in the near future.
7. To the extent possible, the plan should preserve historic boundaries and present district boundaries, should recognize neighborhoods and other communities of interest, and should minimize contests among incumbents. Continuity of constituent relationships and minimization of contests among incumbents, though important, may not supercede constitutional or statutory requirements.

City of Greenville 2011 Proposed Redistricting Plan

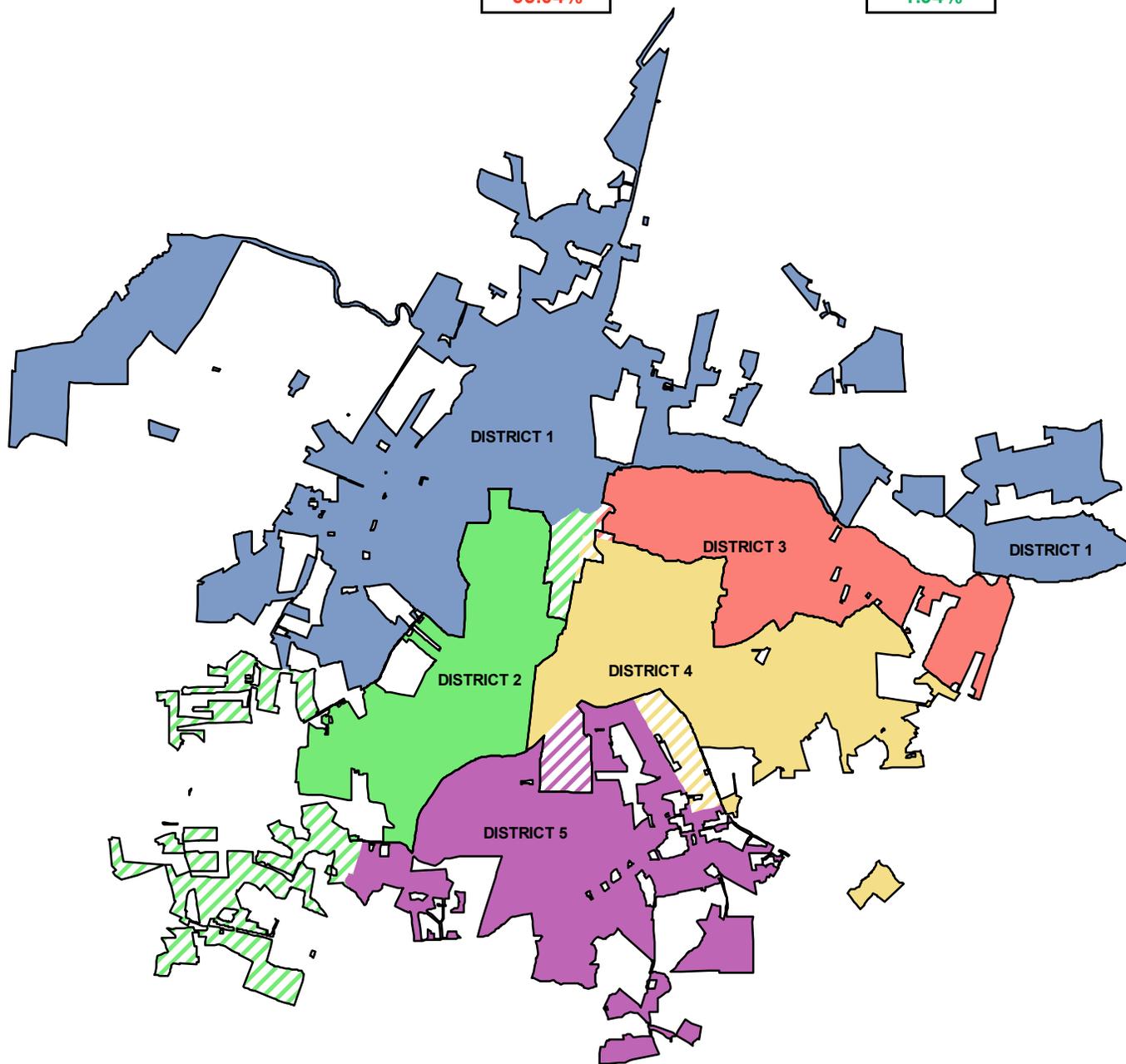


City of Greenville 2011 Proposed Redistricting Plan (Highlighted District Changes)



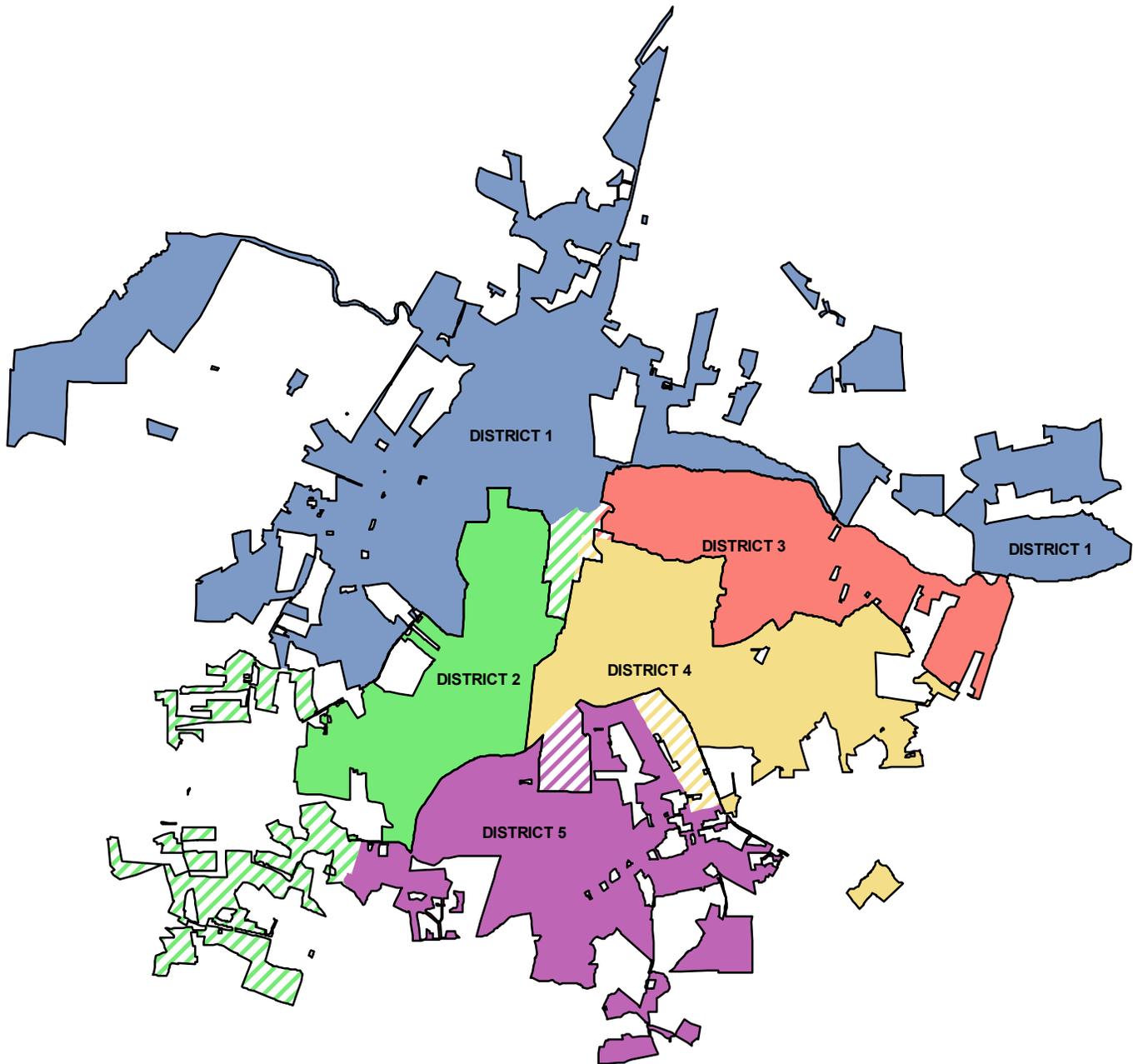
City of Greenville 2011 Proposed Redistricting Plan Total Population

District	2010 Current Districts			2010 Proposed Districts		
	Population	Deviation	Percent	Population	Deviation	Percent
1	19535	2624	15.52%	16713	-198	-1.17%
2	12073	-4838	-28.61%	16997	86	0.51%
3	15565	-1346	-7.96%	16876	-35	-0.21%
4	14312	-2599	-15.37%	17041	130	0.77%
5	23072	6161	36.43%	16930	19	0.11%
			65.04%			1.94%



City of Greenville 2011 Proposed Redistricting Plan African American Voting Age Population

District	2010 Current Districts			2010 Proposed Districts		
	Total VAP	White VAP %	African American VAP %	Total VAP	White VAP %	African American VAP %
1	15749	41.17%	52.67%	13328	38.55%	55.01%
2	8934	23.47%	70.73%	12410	32.56%	61.39%
3	13851	73.23%	20.11%	15159	73.45%	20.14%
4	11982	79.62%	14.67%	14562	78.57%	15.78%
5	18209	69.42%	23.36%	13266	68.98%	23.45%





City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Presentations of the proposed fiscal year 2011-2012 budgets:

- a. Pitt-Greenville Convention and Visitors Authority
- b. Sheppard Memorial Library
- c. Pitt-Greenville Airport
- d. Greenville Utilities Commission
- e. City of Greenville

Explanation: As provided in the approved budget schedule, staff will present proposed changes to the City of Greenville adopted fiscal year 2011-2012 financial plan. The presentation will highlight significant budgetary issues such as revenue sources and expenditures.

Budget reports from the Pitt-Greenville Convention and Visitors Authority (CVA), Sheppard Memorial Library (SML), Pitt-Greenville Airport (PGV), and Greenville Utilities Commission (GUC), and the City Manager's Budget Message will be included in the budget notebook presented to City Council and will be posted on the City's website. Representatives from the CVA, SML, PGV, and GUC will present their budgets.

The proposed budgets will be scheduled for additional discussion/comment during the May 23 and June 6, 2011, City Council meetings. In compliance with Section 160A-148(5) of the North Carolina General Statutes, the City Council will conduct a public hearing on June 6 and consider adopting the annual budget ordinance on June 9.

Fiscal Note: The final amount for each budget requiring City council approval will be determined by action at the June 9, 2011 City Council meeting.

Recommendation: Receive proposed fiscal year 2011-2012 operating budget presentations.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

-
- Title of Item:** Cost allocation agreements for payroll services provided to Sheppard Memorial Library, Pitt-Greenville Convention and Visitors Authority, and Pitt-Greenville Airport Authority
- Explanation:** City Council suggested that staff identify the cost of providing payroll services to the Pitt-Greenville Airport. In addition, the City provides payroll services to the Pitt-Greenville Convention and Visitors Authority and to Sheppard Memorial Library.
- Attached is a report that identifies the cost of providing payroll services to each entity. The cost is based on the staff whose primary role or who has a substantial role that includes payroll functions; estimated staff hours required to perform payroll functions for each entity; and an overhead factor to cover a small portion of other costs incurred to generate payroll, e.g. computer system, other back office staff functions, and supervision of staff performing the payroll tasks. Each entity's director has been advised of the cost and is amenable to the costs.
- Based on the cost report, Financial Services staff, with assistance from the City Attorney, drafted a Memorandum of Agreement (MOA) for each entity. The three agreements are attached and each is for a one-year term. The MOA formalizes an existing service relationship and incorporates a modest cost recovery component into that relationship.
- Fiscal Note:** Annual charges will be updated annually based on personnel rates. These charges will result in increased revenue to the General Fund of \$10,854 for 2011-2012.
- Recommendation:** Approve the Memorandums of Understanding and Agreement to implement an annual charge of direct and indirect costs to the Pitt-Greenville Airport, Convention and Visitors Authority, and Sheppard Memorial Library for payroll services provided by the City.

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

Attachments / click to download

 [Indirect Cost Allocation Payroll 889917](#)

 [Airport MOA 895103](#)

 [CVA MOA 895120](#)

 [Sheppard Memorial MOA 895110](#)

Indirect Cost on Payroll
CVA, Library, Airport
April 15, 2011

Position	Function	Salaries Paid (2010-2011)	(A)	(B)	(C)	(A+B+C)	Direct Cost CVA	Direct Cost Library	Direct Cost Airport
			*Ttl Hrs/yr CVA	*Ttl Hrs/yr Library	*Ttl Hrs/yr Airport	Ttl Hours Outside Entities/Yr			
Acctng Supervisor	Financial Services	67,600.26	9	9	9	27	\$ 292.50	\$ 292.50	\$ 292.50
Acctng Tech. II	Financial Services	58,683.04	48	78	26	152	1,354.22	2,200.61	733.54
Acctng Tech. II	Financial Services	61,703.20	24	39	13	76	711.96	1,156.94	385.65
Secretary II	Human Resources	64,489.36	13	20	16	49	403.06	620.09	496.07
Collections Officer	Financial Services	56,471.48	1	1	1	4	35.29	35.29	35.29
\$ 308,953.47			95	147	65	308	\$ 2,797.04	\$ 4,305.43	\$ 1,943.05
TOTAL(S)									

of Employees

4

63

19

	Direct Costs	Overhead Costs	Total Costs
CVA	\$ 2,797.04	\$ 559.41	\$ 3,356.45
Library	\$ 4,305.43	\$ 861.09	\$ 5,166.52
Airport	\$ 1,943.05	\$ 388.61	\$ 2,331.66
Grand Total of estimated payroll indirect costs	\$ 9,045.52	\$ 1,809.10	\$ 10,854.63

Notes: Salaries paid include benefits
Assumption of overhead is 20%.
CVA = Convention and Visitors Authority

Source: City Financial Services Department

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between City of Greenville and Pitt County-City of Greenville Airport Authority
for Payroll Services

This Memorandum of Understanding and Agreement is entered into as of the ____ day of _____, 2011, between the City of Greenville, hereinafter referred to as "City" and the Pitt County-City of Greenville Airport Authority, hereinafter referred to as "Authority".

WHEREAS, the Pitt-Greenville Airport is owned by Pitt County and the City, and is managed and operated by the Authority; and

WHEREAS, City has been providing payroll services for more than the last ten (10) years based upon a mutual, non-written understanding between the parties; and

WHEREAS, there is a need to formalize the arrangement between Authority and City so that the roles, responsibilities, and expectations between the parties are clear.

NOW, THEREFORE for good and valuable consideration of the service being provided to Authority by City, the parties hereto agree as follows:

AUTHORITY SHALL:

1. Be responsible for compliance with all state, federal, and local employment laws and regulations.
2. Assume full responsibility for the financial matters of the Authority, and shall defend, indemnify and hold harmless the City against any liability, whatsoever, that may arise relating to financial matters involving the Authority, except that City shall be responsible for any acts or omissions of the City and its officers and employees.
3. Pay the City within thirty (30) days of receipt of an invoice for all direct and reasonable costs allocable to the services provided as determined by the City pursuant to this Memorandum of Understanding and Agreement.

CITY SHALL:

1. Complete all payroll functions, including employee pay presentments, W-2's and all state and federal payroll reports required.
2. Keep records for all employee tax forms, I-9's, Personnel Action Forms, direct deposit paperwork, and any other changes needed to be completed for an Airport employee.
3. Defend, indemnify and hold harmless Authority against any liability, whatsoever, that may arise relating to any acts or omissions of the City and its officers and employees in

performing the services to be provided by the City pursuant to this Memorandum of Understanding and Agreement. City has no responsibility for the establishment of the Authority budget, Authority policies, or any authority to approve the receipt of revenues or make expenditures. City is merely providing payroll services to Authority, and it is the intent that City assumes no liability for any acts or omissions of Authority and its officers and employees arising from its budget, finances, or financial reporting.

4. Submit a quarterly invoice to the Authority for services provided pursuant to this Memorandum of Understanding and Agreement. The amount to be invoiced is to be determined by the City based on direct hours worked, plus a 20 percent overhead allocation. The annual amount for fiscal year 2011 will be \$2,331.66. The amount will be adjusted annually by City and City will give written notice to Authority no later than 60 days prior to the effective date of the adjustment.

This Memorandum of Understanding and Agreement may be terminated with or without cause by giving thirty (30) days written notice to the other party.

This Memorandum of Understanding and Agreement shall be in effect on an annual term commencing on July 1, 2011. This Memorandum of Understanding and Agreement shall automatically renew for successive one-year terms annually thereafter, until terminated by either party. This Memorandum of Understanding and Agreement may only be amended by the written agreement of the parties.

IN WITNESS WHEREFORE, the parties hereto have executed this Memorandum of Understanding and Agreement in duplicate originals.

Pitt County-City of Greenville Airport Authority
By:

Signature: Jerry Vickers, Airport Manager

Date

City of Greenville
By:

Signature: Wayne Bowers, City Manager

Date

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between City of Greenville and Pitt-Greenville Convention & Visitors Authority
for Payroll Services

This Memorandum of Understanding and Agreement is entered into as of the ____ day of _____, 2011, between the City of Greenville, hereinafter referred to as “City”, and the Pitt-Greenville Convention & Visitors Authority, hereinafter referred to as “CVA”.

WHEREAS, CVA is an authority existing pursuant to the laws of the State of North Carolina and is governed by an appointed Board; and

WHEREAS, City has been providing payroll services for more than the last ten (10) years based upon a mutual, non-written understanding between the parties; and

WHEREAS, there is a need to formalize the arrangement between CVA and City so that the roles, responsibilities and expectations between the parties are clear.

NOW, THEREFORE, for good and valuable consideration of the service being provided to CVA by City, the parties hereby agree as follows:

CVA SHALL:

1. Be responsible for compliance with all state, federal, and local employment laws and regulations.
2. Assume full responsibility for the financial matters of the CVA, and shall defend, indemnify and hold harmless the City against any liability, whatsoever, that may arise relating to financial matters involving the CVA, except that City shall be responsible for any acts or omissions of the City and its officers and employees.
3. Pay the City within thirty (30) days of receipt of an invoice for all direct and reasonable costs allocable to the services provided as determined by the City pursuant to this Memorandum of Understanding and Agreement.

CITY SHALL:

1. Complete all payroll functions, including employee pay presentments, W-2's, and all state and federal payroll reports required.
2. Keep records for all employees' tax forms, I-9's, Personnel Action Forms, direct deposit paperwork, and any other changes needed to be completed for a CVA employee.
3. Defend, indemnify, and hold harmless CVA against any liability, whatsoever, that may arise relating to any acts or omissions of the City and its officers and employees in

performing the services to be provided by the City pursuant to this Memorandum of Understanding and Agreement. City has no responsibility for the establishment of the CVA budget, CVA policies, or any authority to approve the receipt of revenues or make expenditures. City is merely providing payroll services to CVA, and it is the intent that City assumes no liability for any acts or omissions of CVA and its officers and employees arising from its budget, finances, or financial reporting.

4. Submit a quarterly invoice to the CVA for services provided pursuant to this Memorandum of Understanding and Agreement. The amount to be invoiced is to be determined by the City based on direct hours worked, plus a 20 percent overhead allocation. The annual amount for fiscal year 2011 will be \$3,356.45. The amount will be adjusted annually by City, and the City will give written notice to CVA of the adjustment no later than 60 days prior to the effective date of the adjustment.

This Memorandum of Understanding and Agreement may be terminated with or without cause by either party giving at least thirty (30) days written notice to the other party.

This Memorandum of Understanding and Agreement shall be in effect on an annual term commencing on July 1, 2011. This Memorandum of Understanding and Agreement shall automatically renew for successive one-year terms annually thereafter, until terminated by either party. This Memorandum of Understanding and Agreement may only be amended by the written agreement of the parties.

IN WITNESS WHEREFORE, the parties hereto have executed this Memorandum of Understanding and Agreement in duplicate originals.

Pitt-Greenville Convention & Visitors Authority

By:

Signature: Debbie Vargas, Executive Director

Date

City of Greenville

By:

Signature: Wayne Bowers, City Manager

Date

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between City of Greenville and Sheppard Memorial Library
for Payroll Services

This Memorandum of Understanding and Agreement is entered into as of the ____ day of _____, 2011, between the City of Greenville, hereinafter referred to as “City”, and Sheppard Memorial Library, hereinafter referred to as “Library”.

WHEREAS, Sheppard Memorial Library is owned by the City, and its operation is governed by an appointed Board; and

WHEREAS, City has been providing payroll services for more than the last ten (10) years based upon a mutual, non-written understanding between the parties; and

WHEREAS, there is a need to formalize the arrangement between Library and City so that the roles, responsibilities and expectations between the parties are clear.

NOW, THEREFORE, for good and valuable consideration of the service being provided to Library by City, the parties hereto agree as follows:

LIBRARY SHALL:

1. Be responsible for compliance with all state, federal, and local employment laws and regulations.
2. Assume full responsibility for the financial matters of the Library, and shall defend, indemnify, and hold harmless the City against any liability, whatsoever, that may arise relating to financial matters involving the Library, except that City shall be responsible for any acts or omissions of the City and its officers and employees.
3. Pay the City within thirty (30) days of receipt of an invoice for all direct and reasonable costs allocable to the services provided as determined by the City pursuant to this Memorandum of Understanding and Agreement.

CITY SHALL:

1. Complete all payroll functions, including employee pay presentments, W-2's, and all state and federal payroll reports required.
2. Keep records for all employee tax forms, I-9's, Personnel Action Forms, direct deposit paperwork and any other changes needed to be completed for a Library employee.
3. Defend, indemnify, and hold harmless the Library against any liability, whatsoever, that may arise relating to any acts or omissions of the City and its officers and employees in

performing the services to be provided by the City pursuant to this Memorandum of Understanding and Agreement. City has no responsibility for the establishment of the Library budget, Library policies, or any authority to approve the receipt of revenues or make expenditures. City is merely providing payroll services to Library, and it is the intent that City assumes no liability for any acts or omissions of Library and its officers and employees arising from its budget, finances, or financial reporting.

4. Submit a quarterly invoice to the Library for services provided pursuant to this Memorandum of Understanding and Agreement. The amount to be invoiced is to be determined by the City based on direct hours worked, plus a 20 percent overhead allocation. The annual amount for fiscal year 2011 will be \$5,166.52. The amount will be adjusted annually by City, and City will give written notice of the adjustment to the Library no later than 60 days prior to the effective date of the adjustment.

This Memorandum of Understanding and Agreement may be terminated with or without cause by either party giving at least thirty (30) days written notice to the other party.

This Memorandum of Understanding and Agreement shall be in effect on an annual term commencing on July 1, 2011. This Memorandum of Understanding and Agreement shall automatically renew for successive one-year terms annually thereafter, until terminated by either party. This Memorandum of Understanding and Agreement may only be amended by the written agreement of the parties.

IN WITNESS WHEREFORE, the parties hereto have executed this Memorandum of Understanding and Agreement in duplicate originals.

Sheppard Memorial Library
By:

Signature: Greg Needham, Director of
Libraries

Date

City of Greenville
By:

Signature: Wayne Bowers, City Manager

Date

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Metropolitan Planning Organization cost-sharing plan and creation of an additional staff position

Explanation: Greenville's Metropolitan Planning Organization (MPO) is a federally required transportation planning and policy-making organization comprised of elected and appointed officials representing local, state, and federal governments, and agencies having interest or responsibility in transportation planning and programming. MPOs are required for urbanized areas that have a population of 50,000 or more. MPOs are responsible for the continuing, cooperative, and comprehensive transportation planning process in their urbanized area. The MPO is responsible for developing the Long Range Transportation Plan (LRTP), the Transportation Improvement Program (TIP), and the Unified Planning Work Program (UPWP) for its metropolitan planning area. The adoption of these documents is a prerequisite for the receipt of both federal transit and federal highway funding.

Urbanized Areas are designated by the United States Census Bureau and are a reflection of urban growth, not political boundaries. The Greenville urban area includes Greenville, Winterville, Simpson, Ayden, and unincorporated areas of Pitt County. MPOs ensure that the transportation planning process and resulting transportation network are cohesive and functional for areas that have grown together. Transportation planning is regional in scope as transportation systems cut across governmental boundaries.

Greenville's Urban Area MPO staff currently consists of one employee. The MPO is at a point where the size of its staff must be expanded to meet increases in local and state requirements, increasing Federal regulatory requirements, potential change in the area's air quality designation, and increase in demands for services by local advocacy groups. Failure to meet these requirements risks the delay in release of or withholding of federal funding and may result in a freeze on any new federal-funded transportation projects.

A strong correlation exists between the size of MPO staff and the population of

the planning area. In a recent nationwide survey (Staffing and Administrative Capacity of Metropolitan Planning Organizations, May 2010), results for similar-sized urban areas determined the average number of employees is 5.5; the median number is 5. The minimum number of employees was reported as 3. The Greenville Urban Area MPO currently has only a single staff position. Note that compared to the National survey, all MPOs surveyed have more staff than Greenville's. Statewide, all MPO's have more staff, regardless of their size or population served.

Additional staff is required at this time as:

A pending change in nationwide air quality standards may result in Pitt County being classified as "non-attainment" of those standards, based upon current readings and the proposed changes. The current ozone standard is now 0.08 ppm. An area that exceeds this standard is placed in a "nonattainment" status. In January 2010, the EPA proposed new ozone standards that are currently under consideration that range from 0.06-0.07 ppm. Pitt County's three-year (2007-2009) average reading is 0.074 ppm which exceeds the high end of the proposed range for the new standard. The new pollution standard if adopted will result in Pitt County being classified as "non-attainment". Presently, EPA is expected to issue the new air quality standards in July 2011.

A "non-attainment" designation greatly increases the MPO's planning requirements. MPOs are required to undertake the Transportation Conformity process. This is a process that all transportation planning and programs in non-attainment areas must follow to use federal or state funds. This process is a significant increase in the amount of inter-government coordination and an increase in staff workload. Additionally, this designation imposes strict deadlines for completion of these additional requirements. This change, in and of itself, necessitates an increase to the MPO's current staffing levels. MPOs have experienced an increase in regulatory requirements. Presently, the Federal Transportation Bill has expired. Staff anticipates that a follow-on transportation bill will likely be approved this year. Typically, new transportation bills change goals and objectives, and increase federal reporting and coordination requirements. Federal (and state) regulations impose an increasing amount of requirements, and those requirements are becoming more complex in nature. Therefore, an increasing amount of staff time is required for research, development, coordination, and production of required planning documents.

All MPO-member jurisdictions benefit from a properly staffed MPO.

The federal government funds 80% of most MPO operational costs, and the other 20% comes from a local match. Currently, the City of Greenville pays the entirety of the local match. However, as the MPO grows (both in staff and population), this method of funding the local match places an undue financial responsibility on the City of Greenville. The best practice is for all MPO-member communities to share the cost of the local match in proportion to the population of their community.

All MPO member communities benefit from the work performed by the MPO

staff and thus should share the cost of the MPO's planning tasks. There are 16 other MPOs in the state. Ten of these MPOs cost-share the local match on a per-capita basis. The six MPOs that do not cost-share fall under three categories:

1. Charlotte-Mecklenburg has a form of combined government and costs are shared through other agreements.
2. Other large cities (Greensboro, Durham) whose urban area is mostly the city itself or encompasses only small municipalities.
3. Small MPOs that are fully funded by the lead planning agency.

Greenville and its urban area has grown to the point that the cost of operating the MPO should be shared among the member governments to include Ayden, Winterville, Simpson, and Pitt County.

The MPO Technical Advisory Committee (a committee of Mayors and Commissioners) recommended to its members that the cost of MPO operations be shared on a per-capita basis. MPO member staffs are taking the request to their governing bodies for decision. Staff recommends that City Council consider approving:

- An authorization for one additional transportation planner on the MPO staff to meet the increasing workload.
- Fund the City's cost-share of the MPO's local match on a per-capita basis. Plan to transition to the new funding methodology (Table 1, attached) is that the new position would be cost-shared on a per-capita basis, and the cost-share for the existing position would be phased in over a three-year period.

The local match for the current position is \$16,000 per year. If the funding methodology is adopted by all member governments, the City of Greenville's cost under the proposed system with the additional staff member would be approximately \$24,000 the first year and reduce to approximately \$20,000 in the third year of the phase-in. Thus, the additional position represents an increase of \$8,000 in the City's match for FY 2011-12.

Fiscal Note:

With the MPO's agreed-upon per-capita cost-sharing methodology, the City of Greenville would be responsible for approximately \$24,000 in FY 2011-12, \$22,000 in FY 2012-13, and \$20,000 in FY 2013-14.

Recommendation:

Approve the proposed cost-funding methodology for the local match for the Greenville Metropolitan Planning Organization and approve the authorization for an additional position for the MPO staff.

Attachments / click to download

 [MPO_Cost_share_attachment_Council_agenda_893709](#)

<p align="center">Table 1 Jursidictional Yearly Total (Estimate for planning / budgetary purposes) Based on a \$32,000 local match requirement for 2 positions (salary and benefits)</p>						
Jurisdiction	Percent of MPO Population	20% local match requirement for two positions on a per-capita basis	Total Year 1	Total Year 2	Total Year 3	Year 4+ and any additional staff
Greenville	64.60%	\$ 20,672	\$ 24,467	\$ 22,559	\$ 20,673	\$ 20,673
Winterville	7.16%	\$ 2,291	\$1,524	\$1,910	\$2,292	\$2,292
Ayden	3.90%	\$ 1,248	\$830	\$1,041	\$1,249	\$1,249
Simpson	0.39%	\$ 125	\$83	\$104	\$124	\$124
Pitt County	23.95%	\$ 7,664	\$5,096	\$6,387	\$7,663	\$7,663
Total	100.00%	\$ 32,000	\$32,000	\$32,000	\$32,000	\$32,000

<p align="center">Table 2 Comparison of Current vs Proposed Local Match Funding Distribution for MPO Operations</p>							
Current estimated MPO costs and per-capita distribution for 1 position				Proposed estimated MPO costs and per-capita distribution for 2 positions (after initial phase-in period)			
Jurisdiction	Percent of MPO Population	Percentage of MPO costs paid	Local match requirement for one position	Jurisdiction	Percent of MPO Population	Percentage of MPO costs paid	Local match requirement for 2 positions
Greenville	64.60%	100%	\$ 16,000	Greenville	64.60%	64.60%	\$ 20,673
Winterville	7.16%	0%	\$ -	Winterville	7.16%	7.16%	\$ 2,292
Ayden	3.90%	0%	\$ -	Ayden	3.90%	3.90%	\$ 1,249
Simpson	0.39%	0%	\$ -	Simpson	0.39%	0.39%	\$ 124
Pitt County	23.95%	0%	\$ -	Pitt County	23.95%	23.95%	\$ 7,663
Total			\$16,000				\$ 32,000



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Issuance of the remaining 2004 general obligation bonds

Explanation: Over several months, the Financial Services Department staff has consulted with department heads, City Manager, Assistant City Manager, and FirstSouthwest, the City's financial advisor, on avenues to finance unfunded projects identified in the current Capital Improvement Program. In conjunction with considering new funding sources, staff also reviewed the current general obligation (GO) bonds approved in the 2004 Referendum, including the unissued portion. Given the current favorable interest rate environment, staff analyzed all of the City's outstanding debt instruments to identify potential interest savings.

Based on the City's current economic condition and the lack of robust revenue growth to support increased debt service payments, staff determined that the best option at this time is to concentrate on issuing the portion of the GO bond authority that remains available.

In 2006, the City issued \$12,715,000 of the \$20,800,000 in 2004 GO bonds debt authority. Of the \$20,800,000 in 2004 GO bond authority, \$8,085,000 remains unissued. The City has seven years to issue all GO debt authorized by voters. That seven-year period allows the City to phase in debt as it is needed and offers the advantage of increasing debt service as older debt is retired and paid off. The deadline for issuing the remaining funding is November 2011. At that date, the bond debt issuance authority will be forfeited unless an extension is obtained. The Local Government Commission (LGC) is authorized to review and grant extension requests. Chapter 159, Article 4 of the Local Government Bond Act of the North Carolina General Statutes specifies the process for a municipality to request an extension and be granted an extension. A copy of the relevant sections of the Act is attached.

The \$8,085,000 GO funds were approved for three projects: \$4,860,000 for Street Improvements, \$1,225,000 for West Greenville Revitalization, and \$2,000,000 for Center City Revitalization. In 2008, the City issued \$4,860,000 of the \$8,085,000 GO debt issuance authority using

an installment agreement (private placement); therefore, staff requests that only \$3,225,000 balance of the \$8,085,000 GO debt issuance authority be used for West Greenville and Center City Revitalization.

Based on current interest rates, the GO bond issuance would be the best option for obtaining the \$3,225,000 in debt financing. The issuance of these additional funds has already been budgeted within separate capital project funds and approved for spending via spending resolutions that were approved by City Council in fiscal year 2007.

Attached is a draft schedule for having the \$3,225,000 issued by June 30, 2011. The proposed schedule will need to be approved by the LGC prior to final execution. If approved, there will be other documents such as a "sale resolution" that will need City Council approval in the future.

Fiscal Note:

Average annual debt service (principal and interest) payments over 20 years on the \$3,225,000 is estimated to be \$237,000 (average coupon rate 4.52%). The first two years of debt service is recommended to be paid utilizing General Fund fund balance. Beginning in fiscal year 2013-2014, the debt service amounts can be covered by funds that will be made available through the payoff of the 2003 refunding bonds. The amount of \$277,765 is budgeted in debt service for the 2003 refunding bonds in Fiscal Year 2011-2012.

Recommendation:

Authorize staff to proceed with issuing \$3,225,000 in General Obligation Bonds that are currently authorized by voter referendum for West Greenville and Center City Revitalization activities.

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

Attachments / click to download

 [NC General Statutes on Bond Extension](#)

 [Schedule_for_Bonds_2004_GOs_2011_895195](#)



State of North Carolina Department of State Treasurer

JANET COWELL
TREASURER

*State and Local Government Finance Division
and the Local Government Commission*

T. VANCE HOLLOMAN
DEPUTY TREASURER

Calendar for City of Greenville, North Carolina General Obligation Public Improvement Bonds Sale Scheduled for June 15, 2011

April 11, 2011

<u>Date</u>	<u>Event</u>
May 6, 2011	Information due from the City to LGC: Compiled 2010-11 budget 2010-11 budget ordinances with amendments 2 hard copy of 2010 audited financial statements Electronic 2010 audit files ¹ Narrative information and tables for the official statement ²
May 13, 2011	LGC forwards 1 st draft of official statement to working group
May 19, 2011	Due diligence conference call (10:00 a.m.)
Week of May 23	Rating Agency calls /visits
June 1, 2011	Finalize preliminary official statement
June 3, 2011	Forward electronic preliminary official statement to i-Deal Prospectus LLC and clear for release
June 6, 2011	City Council adopts resolution on sale of bonds
June 15, 2011	Sale date
June 29, 2011	Closing/delivery

¹Pdf (press format) versions of the MD&A and the basic financial statements (exhibits thru the notes) thereto, or the Word and/or Excel files that will allow the LGC to create pdf versions.

²City's most recent general obligation official statement is attached with the sections highlighted in red that the City will need to update/provide.

Working Group:

City

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bdemery@greenvillenc.gov

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Financial Services Manager
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Bond Counsel

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Eric Hebert, Esquire **202)736-8713**
Sidley Austin LLP
ehebert@sidley.com

Financial Advisor

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LGC

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LGC contact for financial section of POS:

Yusador Gaye (919) 807-2394
Fiscal Management
Yusador.gaye@nctreasurer.com

159-64. Within what time bonds may be issued.

Bonds may be issued under a bond order at any time within seven years after the bond order takes effect. Such period may be extended prior to the expiration of such period from seven years to 10 years as hereinafter provided. The board of the issuing unit shall file an application for Commission approval of such extension with the secretary of the Commission. The application shall state such facts and have attached to it such documents concerning such extension as the secretary may require. The Commission may prescribe the form of such application. In determining whether to approve such extension, the Commission may inquire into and give consideration to any matters which it believes may relate to such extension.

The Commission may enter an order approving a proposed extension of the maximum time period for issuing bonds under a bond order from seven to 10 years if, upon the basis of the information and evidence it receives, it finds and determines that governmental approvals relative to the purpose to be financed in whole or in part with the proceeds of the bonds cannot be obtained within seven years after the bond order has taken effect, that funds to be applied together with the proceeds of the bonds to finance the purpose for which the bonds are to be issued will not be available within seven years after the bond order has taken effect or that the proposed extension is necessary for other reasons that are not within the direct control of the issuing unit other than any order of any court. If the Commission enters an order denying such extension, then the proceedings under this section shall be at an end.

If the Commission enters an order approving a proposed extension of the maximum time period for issuing bonds under a bond order as provided in this section, then the board shall fix the time and place for a public hearing on such extension and the clerk shall publish such bond order once with the following statement appended:

"The foregoing order took effect on _____, _____. Anyone who wishes to be heard on the question of whether the maximum time period for issuing bonds under such order should be extended from seven years to 10 years after such date may appear at a public hearing or an adjournment thereof to be held at _____ on _____ at _____ (time) (date) (place)

Clerk"

On the date fixed for such hearing, which shall be not earlier than six days after the date of publication of the bond order with appended statement as provided in this section, the board shall hear anyone who might wish to be heard on the question of whether the maximum time period for issuing bonds under the bond order should be extended from seven years to 10 years. The hearing may be adjourned from time to time.

After such hearing, the board may adopt an order providing that the maximum time period for issuing bonds under the bond order has been extended from seven to 10 years after the bond order has taken effect. Such order shall provide that it will take effect 30 days after its publication following adoption.

After adoption, the clerk shall publish once an order extending the maximum time period for issuing bonds under a bond order with the following statement appended:

"The foregoing order was adopted on the ____ day of _____, _____, and is hereby published this ____ day of _____, _____. Any action or

proceeding questioning the validity of such order must be begun within 30 days after the date of publication of this notice.

Clerk"

Any action or proceeding in any court to set aside an order extending the maximum time period for issuing bonds under a bond order, or to obtain any other relief, upon the ground that such order is invalid, must be begun within 30 days after the date of publication of such order as adopted. After the expiration of this period of limitation, no right of action or defense based upon the invalidity of such order shall be asserted nor shall the validity of such order be open to question in any court upon any ground whatever, except in an action or proceeding begun within the period of limitation prescribed in this section.

When the issuance of bonds under any bond order is prevented or prohibited by any order of any court, the period of time within which bonds may be issued under the bond order in litigation shall be extended by the length of time elapsing between the date of institution of the action or proceeding and the date of its final disposition.

When the issuance of bonds under any bond order, to finance public improvements in an area to be annexed, is prevented or prohibited by reason of litigation respecting the annexation and the Local Government Commission shall certify to such effect, the period of time within which bonds may be issued under the bond order shall be extended by the length of time elapsing between the date of institution of the litigation and the date of its final disposition.

The General Assembly may at any time prior to the expiration of the maximum time period herein provided extend the time for issuing bonds under bond orders.

When any such extension is effected or granted pursuant to this section, no further approval of the voters shall be required. (1917, c. 138, s. 24; 1919, c. 178, s. 3(24); C.S., s. 2950; 1921, c. 8, s. 1; Ex. Sess. 1921, c. 106, s. 1; 1927, c. 81; s. 32; 1939, c. 231, ss. 1, 2(d); 1947, c. 510, ss. 1, 2; 1949, c. 190, ss. 1, 2; 1951, c. 439, ss. 1, 2; 1953, c. 693, ss. 1, 3; 1955, c. 704, ss. 1, 2; 1969, c. 99; 1971, c. 780, s. 1; 1975, c. 545, s. 1; 1977, 2nd Sess., c. 1219, s. 36; 1979, c. 444, s. 1.)



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Lucille W. Gorham Intergenerational Center lease payments

Explanation: The Lucille W. Gorham Intergenerational Center, a partnership between the City of Greenville, East Carolina University, Pitt Community College, the Little Willie Center, and West Greenville residents, continues to be a successful partnership and model of community-based service delivery. For the past two and a half years, ECU has administered the "21st Century Community Learning Center Program" at the Lucille W. Gorham Intergenerational Center. A North Carolina Department of Public Instruction grant provides funding for the learning center program. The program focuses on maintaining and improving children's academic skills during the summer in grades 3-5, in the areas of math and reading. This educational enrichment program leads to student academic success and increased student retention through middle grades and high school. Program participation ranges from 100-150 students.

Due to recent budget cuts, funding for the 2011 summer program is not available from the North Carolina Department of Public Instruction. This lack of funding support will result in children not receiving these important academic enrichment services. Lucille W. Gorham Intergenerational Center and East Carolina University staffs have identified ways to continue the program temporarily for the 2011 summer season using several funding sources. In order to help bridge the financial gap, ECU College of Human Ecology Dean Judy Sigauw requests the City to waive \$10,000 of the annual \$24,999 lease payments owed by ECU to the City (see attached letter).

On June 11, 2009, City Council considered and approved a similar request by East Carolina University for a lease waiver "as necessary" for the Lucille W. Gorham Intergenerational Center in order to address similar financial issues.

Fiscal Note: Reduction in lease payments from East Carolina University for 2011 in the amount of \$10,000. This would represent 4.8 months of rental payments as monthly rent is \$2,083.25. General Fund revenues would be reduced by this

amount.

Recommendation: Approve the request for lease payment waiver of \$10,000.

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Attachments / click to download

 [Dr. Judy Siguaw Letter](#)



**College of
Human Ecology**

Office of the Dean
RW-238 Rivers Building
East Carolina University
Greenville, NC 27858-4353

252-328-1098 office
252-328-0909 fax

CHE Advancement
RW-309 Rivers Building
328-6903

CHE International Affairs
RW-238 Rivers Building
328-1098

**Child Development
and Family Relations**
108 Rivers Building
328-4273

Criminal Justice
245 Rivers Building
328-4192

**Lucille W. Gorham/
Intergenerational
Community Center**
1100 Ward Street
328-5800

Hospitality Management
152 Rivers Building
737-1603

Interior Design and Merchandising
249 Rivers Building
328-6929

Nutrition Science
148 Rivers Building
328-4274

Social Work
224 Rivers Building
328-5650

Student Services Center
140 and 142 Rivers Building
328-2502

April 15, 2011

Mr. Merrill Flood
Director of Planning and Community Development
200 West Fifth Street
P.O. Box 7207
Greenville, NC 27835-7207

Dear Mr. Flood:

I am writing to request that the City forgive \$10,000 of the rent East Carolina University pays for use of the Lucille W. Gorham Intergenerational Community Center campus. The Lucille W. Gorham Intergenerational Community Center (Center) has administered a large (100-150 students) 21st Century Community Learning Center Program in the West Greenville community for the last 2.5 years. The program is for underachieving children in grades 3, 4, and 5 and is aimed at improving academic success and increasing retention through middle and high school. The program has operated as an after-school program during the academic year and as a full-day program for 2 months in the summer. However, due to recent federal budget cuts, funding for this year's summer program will not be funded, although we do expect to have reduced funding for the third year (2011-2012) of the after-school program.

To bridge the funding gap for the summer of 2011, \$40,000 is needed. The Smith Family Foundation has offered to cover 25% of this funding need, contingent upon the acquisition of the remainder of the funding. The College of Human Ecology is providing \$10,000; we hope to obtain another \$10,000 from the City through rent forgiveness, and another \$10,000 from additional sources.

The summer program focuses on maintaining and improving the children's skills in reading and math over the summer months. The evaluation of the summer 2010 program offered the following findings: 61% of the children retained skills in language arts, while 25% improved language art skills over the summer on an average of 15% (3-40%). In math, 78% of the children did not lose ground over the summer, while 34% of the children improved performance by an average of 16% (1-45%). These data indicate that our summer program is successful for most students and is valuable for their continued academic achievement.

The teaching model used integrates science and art activities with physical activity in teacher planned units which are aligned with the North Carolina Standard Course of Study. The summer program will employ grant staff from the after-school program and will continue to serve at-risk children by referral from the public

schools. We expect to serve approximately 100 children for an eight week period from June 20th to August 12th, 2010. Activities involved in program include:

<ul style="list-style-type: none">• tutorial services and academic course recovery activity• study skills and test-taking skills• community service learning• character education	<ul style="list-style-type: none">• technology education• art, music and recreation• parental involvement• physical activity
--	---

In addition, last year the Center became a summer feeding site for children up to the age of 18 through USDA grants to the public school system. By being a feeding site, children in the program, as well as their younger and older siblings, can have breakfast and lunch each day during the summer. This bonus encourages parents to have their children regularly participate in the program. The Center has served the West Greenville community for the last three years and seeks to meet the self-identified needs of the residents. One of the self-identified needs is to help their children perform better in school. Concerning the West Greenville community, statistics reveal the educational achievement is low; many black males attending high school are at risk of dropping out. Many of the children enrolled at the local elementary school are on the free or reduced-fee lunch program. The opportunities afforded by the 21st Century Community Learning Center Program are already making a difference.

Please let me know if you require additional information.

Sincerely,



Judy A. Siguaw
Dean and Professor



City of Greenville, North Carolina

Meeting Date: 5/9/2011
Time: 6:00 PM

Title of Item: Budget ordinance amendment #10 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57)

Explanation: Attached is an amendment to the 2010-2011 budget ordinance for consideration at the May 9, 2011, 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 below explanation:

A To appropriate funds received from Providence Place for the City to construct sidewalks, as provided in the agreement approved by the City Council on April 11, 2011 (Total - \$34,000).

Fiscal Note: The budget ordinance amendment increases General Fund by \$34,000.

<u>Fund Name</u>	<u>Adj. / Orig. Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General	\$77,484,357	\$ 34,000	\$77,518,357

Recommendation: Approve the attached budget ordinance amendment #10 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57).

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 [Budget Amendments FY 2010 2011 872820](#)

ORDINANCE NO.
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#10) AMENDING THE 2010-2011 BUDGET (ORDINANCE NO. 10-57)

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

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

	ORIGINAL 2010-2011 BUDGET	#10 Amended 5/9/2010	Total Amendments	Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>				
Property Tax	\$ 30,453,036	\$ -	\$ -	\$ 30,453,036
Sales Tax	13,125,147	-	-	13,125,147
Utilities Franchise Tax	5,770,350	-	-	5,770,350
Other Unrestricted Intergov't Revenue	2,513,907	-	-	2,513,907
Powell Bill	1,910,210	-	-	1,910,210
Restricted Intergov't Revenues	1,565,038	A 34,000	1,823,872	3,388,910
Building Permits	715,570	-	-	715,570
Other Licenses, Permits and Fees	2,771,954	-	-	2,771,954
Rescue Service Transport	2,626,000	-	-	2,626,000
Other Sales & Services	976,309	-	-	976,309
Other Revenues	212,085	-	-	212,085
Interest on Investments	1,865,731	-	-	1,865,731
Transfers In GUC	5,521,506	-	-	5,521,506
Other Financing Sources	789,786	-	752,511	1,542,297
Appropriated Fund Balance	2,983,066	-	1,142,279	4,125,345
TOTAL REVENUES	\$ 73,799,695	\$ 34,000	\$ 3,718,662	\$ 77,518,357
<u>APPROPRIATIONS</u>				
Mayor/City Council	\$ 383,212	\$ -	\$ -	\$ 383,212
City Manager	1,091,722	-	-	1,091,722
City Clerk	300,600	-	-	300,600
City Attorney	445,528	-	-	445,528
Human Resources	2,514,736	-	(75,000)	2,439,736
Information Technology	3,200,339	-	-	3,200,339
Fire/Rescue	12,652,643	-	154,186	12,806,829
Financial Services	2,285,851	-	127	2,285,978
Recreation & Parks	6,186,925	-	48,318	6,235,243
Police	22,393,782	-	926,339	23,320,121
Public Works	8,661,389	-	796,232	9,457,621
Community Development	1,628,061	-	298,349	1,926,410
OPEB	250,000	-	-	250,000
Contingency	949,440	-	(57,439)	892,001
Capital Improvements	5,141,327	A 34,000	859,921	6,001,248
Total Appropriations	\$ 68,085,555	\$ 34,000	\$ 2,951,033	\$ 71,036,588
<u>OTHER FINANCING SOURCES</u>				
Debt Service	\$ 4,021,368	\$ -	\$ -	\$ 4,021,368
Transfers to Other Funds	1,692,772	-	767,629	2,460,401
	\$ 5,714,140	\$ -	\$ 767,629	\$ 6,481,769
TOTAL APPROPRIATIONS	\$ 73,799,695	\$ 34,000	\$ 3,718,662	\$ 77,518,357

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

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

Adopted this 9th day of May, 2011.

Patricia C. Dunn

ATTEST:

Carol L. Barwick, City Clerk