



Agenda

Greenville City Council

January 7, 2008
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 Pro-Tem Council

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Consent Agenda

1. Minutes of the December 10, 2007 City Council meeting
2. Surrender of taxicab franchise by Steven Smith
3. Ordinances to close 1998 Bond Series for Greenville Utilities Commission
4. Third amendment and renewal of the Police Services Contract with the Greenville Housing Authority
5. Right-of-way encroachment agreement with Emerald Park Owners Association to construct a subdivision name entrance sign, an unmanned guard house, conduits for irrigation line crossings, and associated landscaping for Emerald Park Subdivision along Garnet Way and Jade Lane
6. Resolution accepting dedication of rights-of-way and easements for Brook Hollow, Section Two, and Tyson Farms Cluster Subdivision, Section 3
7. Various tax refunds

8. Report on bids awarded

VII. New Business

9. Presentations by Boards and Commissions
 - a. Community Appearance Commission
 - b. Environmental Advisory Commission
10. Contract award for the update of the 2000 Recreation and Parks Comprehensive Master Plan
11. Contract award to prepare an Analysis of Impediments to Fair Housing Choice study
12. Contract award to prepare the CDBG and HOME 2008-2013 Consolidated Plan
13. Appointment to the Greenville Urban Area Metropolitan Planning Organization Transportation Advisory Committee
14. Budget ordinance amendment #6 to the 2007-2008 City of Greenville budget and to ordinance 06-99 Greenville Aquatics and Fitness Center Renovation Capital Project
15. Amendment to the 2008 City Council Meeting Schedule

VIII. Review of January 10, 2008 City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Minutes of the December 10, 2007 City Council meeting

Explanation: The minutes of the December 10, 2007 City Council meeting have been prepared and are ready for City Council consideration.

Fiscal Note: No fiscal impact.

Recommendation: Approval of the December 10, 2007 City Council minutes

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[December 10 2007 City Council Minutes 732585](#)

MINUTES PROPOSED FOR ADOPTION BY THE CITY COUNCIL

Greenville, NC
December 10, 2007

The Greenville City Council met in a regular meeting on the above date at 6:00 PM in the City Council Chambers, third floor of the Municipal Building, with Mayor Robert D. Parrott presiding. The meeting was called to order, followed by invocation by Reverend Robert A. Hudak of St. Paul's Episcopal Church. The following were present.

Mayor Robert D. Parrott
Mayor-Elect Pat Dunn
Mayor Pro-Tem Mildred A. Council
Council Member Ray Craft
Council Member Rose H. Glover
Council Member-Elect Max Joyner, Jr.
Council Member-Elect Bryant Kittrell
Council Member Chip Little
Council Member-Elect Calvin Mercer
Council Member Larry Spell
Wayne Bowers, City Manager
Wanda T. Elks, City Clerk
David A. Holec, City Attorney

INSTALLATION CEREMONY

The Police Department Honor Guard presented the colors, and ECU student musicians directed by Dr. R. Scott Carter played the Star Spangled Banner. The Pledge of Allegiance was then led by Ms. Ariel Lopez and Mr. Jonathan Hand, Chair and Vice-Chair of the Greenville Youth Council.

City Manager Wayne Bowers then read the names of the individuals who received the most votes for the seven seats during the November 6 election, as certified by the Pitt County Board of Elections, as follows:

Patricia C. Dunn - Mayor
Mildred A. Council - Council Member, District #1
Rose H. Glover - Council Member, District #2
Lawrence S. Spell, Jr. - Council Member, District #3
Calvin R. Mercer - District #4
Max R. Joyner, Jr. - District #5
Bryant J. Kittrell - Council Member At-Large

Judge David A. Leech administered the oath of office to Mayor-Elect Dunn, and Judge P. Gwynett Hilburn administered the oath of office to Council Members Council, Glover, Joyner, Kittrell, Mercer and Spell.

ELECTION OF MAYOR PRO-TEM

The names of Council Members Mildred Council and Rose Glover were placed in nomination for the Mayor Pro-Tem seat. Council Members Council, Spell, Mercer and Kittrell voted in favor of Council Member Council. Council Members Glover and Joyner voted in favor of Council Member Glover. Mayor Dunn announced that Council Member Council received a majority vote and was elected as Mayor Pro-Tem.

COMMENTS FROM COUNCIL MEMBERS

The Mayor and Council Members made comments.

BENEDICTION

The benediction was give by Ms. Lucille W. Gorham.

ADJOURN

Motion was made by Council Member Mercer and seconded by Mayor Pro-Tem Council to adjourn the meeting at 6:35 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Surrender of taxicab franchise by Steven Smith

Explanation: In March 2006, Steven Smith was approved to operate a taxicab franchise in the name of Greenville Taxi. He was permitted to drive a taxi in Greenville in May of the same year.

In June 2007, he failed to comply with the mandatory inspection provisions of City Ordinance, Section 11-1-37(b). He was advised that his franchise could be revoked for noncompliance. Mr. Smith advised that he no longer had liability insurance to operate a taxi and was planning to move from the area.

On September 12, 2007, Mr. Smith presented the Chief of Police a letter surrendering his franchise back to the City of Greenville. Mr. Smith has asked for voluntary revocation of his taxicab franchise based on voluntary termination of services. The business is no longer in operation, and the phone service has been disconnected.

Fiscal Note: Minor fiscal impact.

Recommendation: Accept Mr. Smith's voluntary request to surrender his taxicab franchise

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 [Steven Smith Letter](#)

ATTN:

Cpl. Viverette

9-12-07

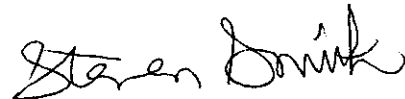
Steven Smith

9-12-07

Dear Chief Anderson & City of Greenville,

I am Steven S. Smith, owner of Greenville's Taxi. I have plans to relocate me and my family from the city of Greenville. Unfortunately, I will no longer be able to operate Greenville's Taxi. Therefore, I surrender this taxi franchise back to the City of Greenville. I sincerely thank the City of Greenville for allowing me and my this taxi franchise. I appreciate everything the City has done and for its understanding.

Sincerely,

A handwritten signature in cursive script that reads "Steven Smith". The signature is written in black ink and is positioned below the word "Sincerely,".



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Ordinances to close 1998 Bond Series for Greenville Utilities Commission

Explanation: Greenville Utilities Commission's original Geographic Information System (GIS) budget was approved in 1996 and later amended in 2000. The financing for the original project included funds from GUC's 1994, 1995, 1998 and 2001 bond issues. In 2005, GUC staff recommended closing the original project and transferring remaining funds to a new capital project budget. This action was needed in order to officially close the 1994 and 1995 bond issues.

GUC now has an opportunity to officially close the 1998 bond issue, which will save money, limit exposure to potential arbitrage penalties, reduce administrative support, and fulfill our stewardship responsibilities. A part of this process involves closing the current GIS project budget; however, due to continuing work, we still require an active capital projects budget. A transfer of unspent funds to a new budget will allow the 1998 bond series to be closed and still ensure the ongoing success of our GIS initiatives. No additional funding is being requested for the GIS project.

At their meeting on December 11, 2007, the GUC Board took the following action:

- 1) Amended the Electric Capital Projects Budget - GIS Phase II to close out this phase of the project and comply with bond close-out requirements and recommended similar action by the City Council;
- 2) Adopted the Electric Capital Projects Budget - GIS Phase III for the completion of the GIS project and recommended similar action by the City Council.

Fiscal Note: No cost to the City of Greenville

Recommendation:

- 1) Amend the attached Electric Capital Projects Budget - GIS Phase II to close out this phase of the project and comply with bond close-out requirements; and,
 - 2) Adopt the attached Electric Capital Projects Budget - GIS Phase III for the completion of the GIS project
-

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 [GIS Phase II Ordinance](#)

 [GIS Phase III Ordinance](#)

ORDINANCE NO _____
AMENDING ORDINANCE NO. 05-125
FOR ELECTRIC CAPITAL PROJECTS BUDGET
GEOGRAPHIC INFORMATION SYSTEM

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

Section 1. The Electric Capital Projects Budget is amended, so that as amended, it shall read as follows:

	Current Budget	Change	Proposed Budget
Revenue:			
Capital Projects Fund Balance	\$299,068	(\$229,068)	\$70,000
Bond Proceeds - 1998 Series	\$330,000	\$0	\$330,000
	\$629,068	(\$229,068)	\$400,000
Expenditures:			
Project Costs	\$629,068	(\$229,068)	\$400,000
	\$629,068	(\$229,068)	\$400,000

Section 2. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

ORDINANCE NO. _____

FOR ELECTRIC CAPITAL PROJECTS BUDGET
GEOGRAPHIC INFORMATION SYSTEM - PHASE III

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

Section 1. Revenues. Revenues of the Electric Capital Projects Budget, Geographic Information System - Phase III, is hereby established to read as follows:

Revenue

Capital Projects Fund Balance	<u>\$229,068</u>	<u><u>\$229,068</u></u>
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Section 2. Expenditures. Expenditures of the Electric Capital Projects Budget, Geographic Information System - Phase III, is hereby established to read as follows:

Expenditures

Project Costs	<u>\$229,068</u>	
Total Project Expenditures		<u><u>\$229,068</u></u>

Section 3. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

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

Adopted this the _____ day of _____, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Third amendment and renewal of the Police Services Contract with the Greenville Housing Authority

Explanation: Since the early 1990's, the City of Greenville and the Greenville Housing Authority have maintained contractual agreements to have officers assigned to the Housing Authority communities. The most recent contract was signed on June 30, 2005 and provided for four officers.

In 2006, the Housing Authority was forced to cut back to three officers due to shortage of funds. A First Amendment and Renewal was executed at that time. On July 2, 2007, a Second Amendment and Renewal extended the contract for three officers through the current fiscal year to June 30, 2008. The proposed Third Amendment and Renewal will return the Housing Authority Unit to four (4) officers.

The proposed Third Amendment and Renewal would become effective February 1, 2008 and end June 30, 2009.

Fiscal Note: The City of Greenville will continue to provide the salary of the Administrative Liaison Officer, which is estimated to be \$54,288 annually, while the Greenville Housing Authority will pay the salary of the other three (3) officers, which is estimated to be \$136,989 annually. The City will be responsible for the benefits paid for all four officers, which is estimated to be \$110,941 annually. Funds are available to cover the City costs in the current Police Department budget and will be included in the 2008-2009 Police Department budget.

Recommendation: Approval of the Third Amendment and Renewal to the Police Services Contract with the Greenville Housing Authority.

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 [Housing_Authority_Services_2008_734679](#)

NORTH CAROLINA
PITT COUNTY

POLICE SERVICES CONTRACT
THIRD AMENDMENT AND RENEWAL

THIS AMENDED AND RENEWED AGREEMENT is made this the ___ day of _____, 2008, by and between the HOUSING AUTHORITY OF THE CITY OF GREENVILLE, a public housing authority organized under the laws of the State of North Carolina (hereinafter referred to as the AUTHORITY) and the CITY OF GREENVILLE, GREENVILLE POLICE DEPARTMENT, a municipal corporation located in Pitt County, North Carolina, (hereinafter referred to as the CITY) as follows:

WITNESSETH:

WHEREAS, on June 30, 2005, the AUTHORITY and the CITY entered into an agreement (hereinafter referred to as THE AGREEMENT) whereby the AUTHORITY purchased from the CITY the use of four (4) officers to perform services as identified in the Police Services Contract;

WHEREAS, pursuant to Article XII of THE AGREEMENT, the parties desire to renew THE AGREEMENT for a period of time;

WHEREAS, the parties entered into the FIRST AMENDMENT AND RENEWAL on June 5, 2006, that reduced the number of assigned officers from four (4) to three (3); and the SECOND AMENDMENT AND RENEWAL on July 2, 2007, which did not change the number of officers assigned; and

WHEREAS, the parties desire to enter into this amendment of THE AGREEMENT in order to increase the number of officers back to four (4):

NOW THEREFORE, THE PARTIES AMEND THE AGREEMENT AS FOLLOWS:

1. **Article I, Paragraph A is amended by revision and substitution as follows:**

A. The City agrees to assign four (4) police officers to maintain a police patrol presence in targeted areas during specific periods of time identified by the Authority, and agreed upon by the City, as high crime or high workload periods.

2. **Article VI, is amended by revision and substitution as follows:**

The term of this Agreement shall commence on February 1, 2008, and end on June 30, 2009.

3. **Article VIII, is amended by revision and substitution as follows:**

All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Agreement for the expense incurred by the City. Included in the cost reimbursements, the Authority shall be responsible for payment of the salaries of the three (3) assigned patrol officers (does not

include the Administrative Liaison Officer), any overtime salaries incurred by the three (3) assigned patrol officers (excluding the Administrative Liaison Officer) in the performance of the services requested pursuant to this Agreement, and for time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C and Article IV, paragraph C. The Authority further shall be responsible for payment of training costs as identified in Article I, paragraph H. The City shall be responsible for payment of the salary of the Administrative Liaison Officer and the benefits paid to the four assigned officers in accordance with the personnel policies and procedures of the City of Greenville.

4. All remaining terms, conditions, promises, duties, exhibits and requirements of THE AGREEMENT dated June 30, 2005, and the FIRST AMENDMENT and RENEWAL, dated June 5, 2006, and the SECOND AMENDMENT and RENEWAL, dated July 2, 2007 not amended by this renewal and amendment shall remain in force and effect and are adopted and incorporated herein by reference as if fully set forth herein.

The Parties executing this THIRD AMENDMENT AND RENEWAL AGREEMENT declare and certify they have authority to bind the parties to this AGREEMENT and enforce the terms of THE AGREEMENT.

IN WITNESS HEREOF, the parties hereto have caused this Police Services Contract, Third Amendment and Renewal to be executed in duplicate originals the day and year first written above.

HOUSING AUTHORITY OF THE CITY OF GREENVILLE

Don Rogers, Executive Director (SEAL)

Date

ATTEST:

Procurement Officer/Contract Administrator

Date

CITY OF GREENVILLE

City Manager (SEAL)

Date

ATTEST:

City Clerk

Date

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Don Rogers personally appeared before me this day and acknowledged that he/she is Executive Director of the Housing Authority of the City of Greenville and that by authority duly given and as the act of the organization, the foregoing instrument was signed in its corporate name by its Executive Director, and attested by the Procurement Officer/Contract Administrator.

Witness my hand and Notary Seal, this the _____ day of _____, 2008.

(Official Seal)

Notary Public
My Commission expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Patricia A. Sugg personally appeared before me this day and acknowledged that he/she is Deputy Clerk of City Of Greenville, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Of Greenville, the foregoing instrument was signed in its corporate name by its City Manager, and attested by herself as Clerk.

Witness my hand and Notary Seal, this the _____ day of _____, 2008.

(Official Seal)

Notary Public

My Commission expires: _____.

This Agreement exceeds \$25,000 and an Annual Audit under the Single Audit Act is required.

This instrument has been pre-audited in the manner required by the local government and fiscal control act.

Director of Financial Services

Date

Approved as to form

City of Greenville Attorney

Date



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Right-of-way encroachment agreement with Emerald Park Owners Association to construct a subdivision name entrance sign, an unmanned guard house, conduits for irrigation line crossings, and associated landscaping for Emerald Park Subdivision along Garnet Way and Jade Lane

Explanation: Emerald Park Owners Association, developer of Emerald Park Subdivision, has requested permission to construct a subdivision name entrance sign, an unmanned guard house, conduits for irrigation line crossings, and associated landscaping for Emerald Park Subdivision along Garnet Way and Jade Lane. Attached for City Council's consideration is a right-of-way encroachment agreement setting out the terms by which Emerald Park Owners Association may encroach upon the right-of-way of Garnet Way and Jade Lane. A map depicting the limits of the encroachment is also attached. No adverse comments regarding this encroachment agreement were received through the departmental review process. Staff takes no exception to this request.

Fiscal Note: There will be no cost to the City associated with the proposed encroachment.

Recommendation: City Council approve the right-of-way encroachment agreement permitting Emerald Park Owners Association to construct a subdivision name entrance sign, an unmanned guard house, conduits for irrigation line crossings, and associated landscaping for Emerald Park Subdivision along Garnet Way and Jade Lane.

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Attachments / click to download

 [Agreements, Maps, and Drawings](#)



-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville PWD
PO Box 7207
Greenville, NC 27834

Right of Way Encroachment Agreement
Garnet Way, Emerald Park Subdivision

THIS AGREEMENT made and entered into this the _____ day of January, 2008, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and **EMERALD PARK OWNERS ASSOCIATION**, Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

W I T N E S S E T H

THAT WHEREAS, the OWNER desires to encroach upon the public right of way of the public street designated as Garnet Way and Jade Lane with the construction of a subdivision name entrance sign, an unmanned guard house, and conduits for irrigation line crossings and associated landscaping as shown on Attachment "A";

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of ways as indicated on attachment "A", subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structures will be at the sole cost and expense of the OWNER.

2. All damages to the right of ways, including the traveled portion of the street located thereon, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure, shall be borne by the OWNER, including but not limited to the following:

- a. Restoring the traveled portion of the street to good, passable condition for use by the public.
- b. Repairing any damage to the existing curbing or sidewalks.
- c. Repairing any damage to facilities maintained by Greenville Utilities Commission

3. Any damage to the OWNER's encroaching structures caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business, shall be borne by the OWNER.

4. The OWNER shall maintain the encroaching structures so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.

5. The OWNER shall install and maintain the encroaching structures in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.

6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.

7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.

8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.

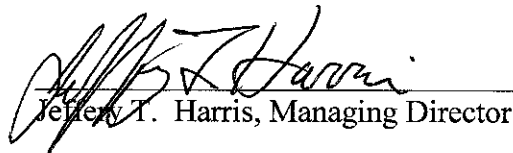
9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

10. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and easement granted herein by the provision of at least thirty-days (30) written notice to the OWNER.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structures are not complete within one (1) year from the date of the execution of this Agreement.

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

EMERALD PARK OWNERS ASSOCIATION


Jeffery T. Harris, Managing Director

(Seal)

CITY OF GREENVILLE

Patricia C. Dunn, Mayor

ATTEST:


Wanda T. Elks, City Clerk

APPROVED AS TO FORM:



David A. Holec, City Attorney

RECOMMENDED:



David T. Brown, City Engineer

I, _____, Notary Public of Pitt County, North Carolina, do hereby certify that Wanda T. Elks, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by Patricia C. Dunn, sealed with its corporate seal, and attested by herself as its City Clerk.

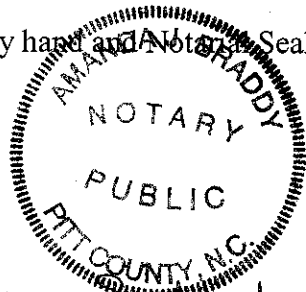
WITNESS my hand and Notarial Seal, this the _____ day of January, 2008.

Notary Public

My Commission Expires

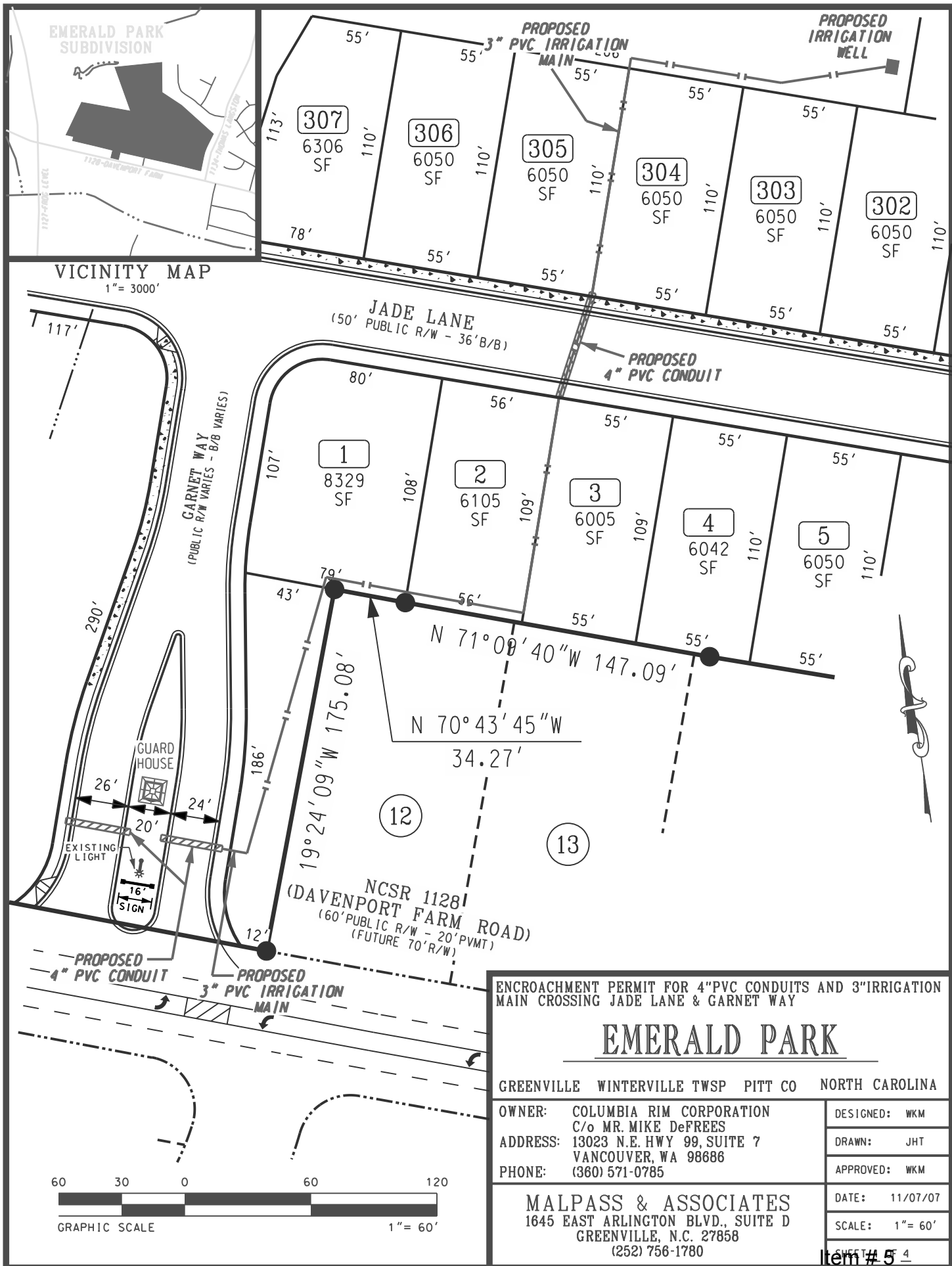
I, Amanda J. Braddy, Notary Public of said Pitt County, North Carolina, do hereby certify that Jeffery T. Harris, personally appeared before me this day and acknowledged he is a managing director of EMERALD PARK OWNERS ASSOCIATION, and that by authority duly given, he signed the foregoing instrument for and on behalf of said limited liability corporation.

WITNESS my hand and Notarial Seal, this the 21 day of November, 2007.

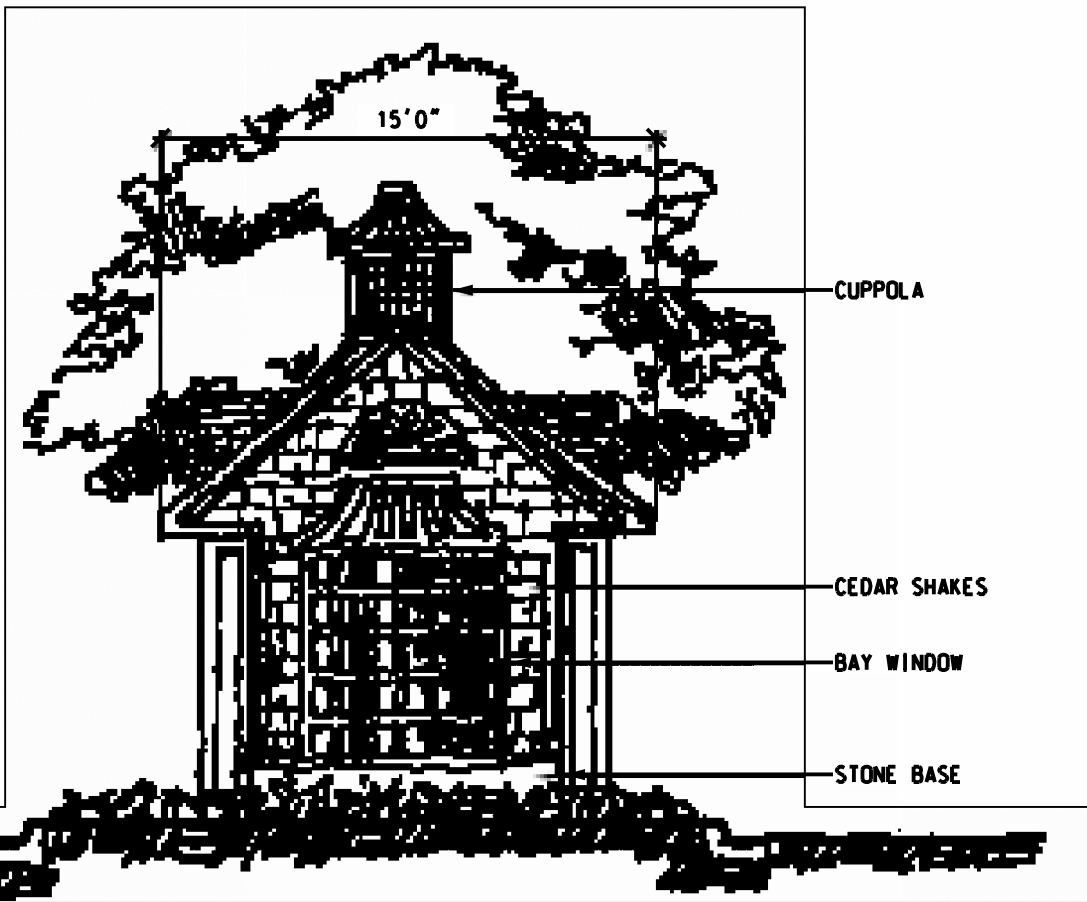


Amanda J. Braddy
Notary Public

My Commission Expires: September 7, 2011



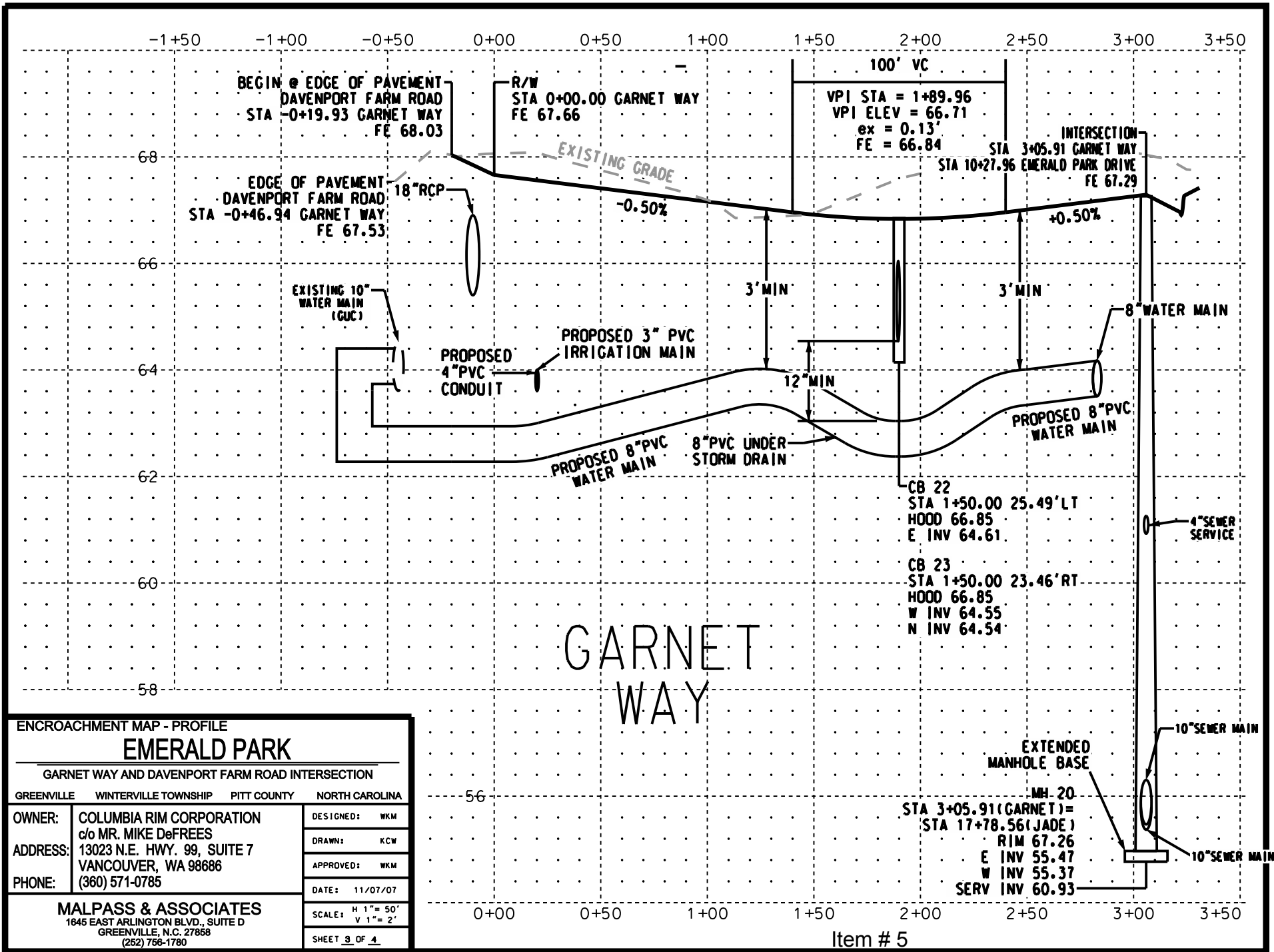
M:\dgn\p800-p899\p812 - BROWN PROPERTY (THOMAS LANGSTON), JEFF HARRIS\p812ench.dgn 11/27/2007 10:57:33 AM

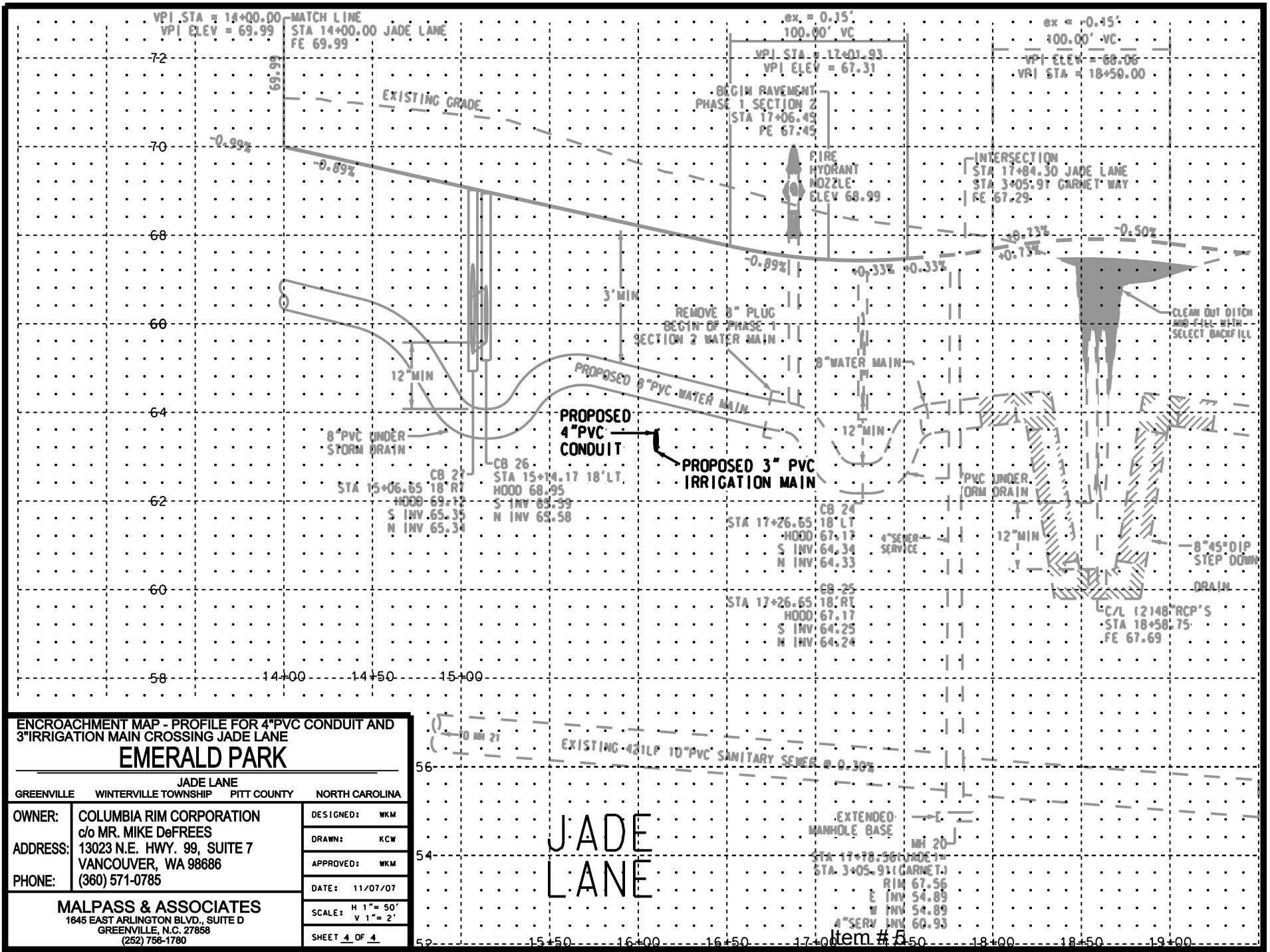


ENCROACHMENT PERMIT FOR GUARD HOUSE ALONG GARNET WAY	
EMERALD PARK	
GREENVILLE WINTERVILLE TWP PITT CO NORTH CAROLINA	
OWNER: COLUMBIA RIM CORPORATION C/o MR. MIKE DeFREES	DESIGNED: WKM
ADDRESS: 13023 N.E. HWY 99, SUITE 7 VANCOUVER, WA 98686	DRAWN: JHT
PHONE: (360) 571-0785	APPROVED: WKM
MALPASS & ASSOCIATES 1645 EAST ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858 (252) 756-1780	DATE: 11/07/07
	SCALE: NTS
	SHEET # 5 OF 4

PROJECT NO. P-812 , DRAWING NO. P812ENCH.DGN

M:\dgn\p800-p899\p812 - BROWN PROPERTY (THOMAS LANGSTON), JEFF HARRIS\p812ench.dgn 11/27/2007 11:23:45 AM







City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

-
- Title of Item:** Resolution accepting dedication of rights-of-way and easements for Brook Hollow, Section Two, and Tyson Farms Cluster Subdivision, Section 3
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Brook Hollow, Section Two (Map Book 69 at Pages 37-40), and Tyson Farms Cluster Subdivision, Section 3 (Map Book 68 at Page 143). A resolution accepting the dedication of aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing the rights-of-way and easements are also attached.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the FY 2007-2008 budget.
- Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Brook Hollow, Section Two, and Tyson Farms Cluster Subdivision, Section 3
-

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Attachments / click to download

- [Brook Hollow Section 2](#)
 - [Tyson Farms](#)
 - [January 2008 Right of Way and Easement Resolution 732213](#)
-

RESOLUTION NO. 08 _____
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:

Brook Hollow, Section 2	Map Book 69	Pages 37-40
Tyson Farms Subdivision, Section 3	Map Book 68	Page 143

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 7th day of January, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and notarial seal this 7th day of January, 2008.

Notary Public

My Commission Expires: 9/4/2011

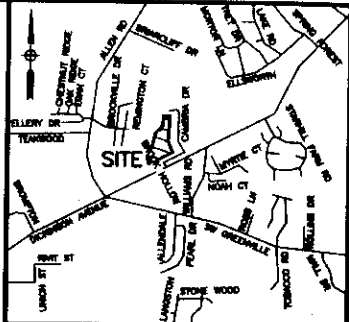
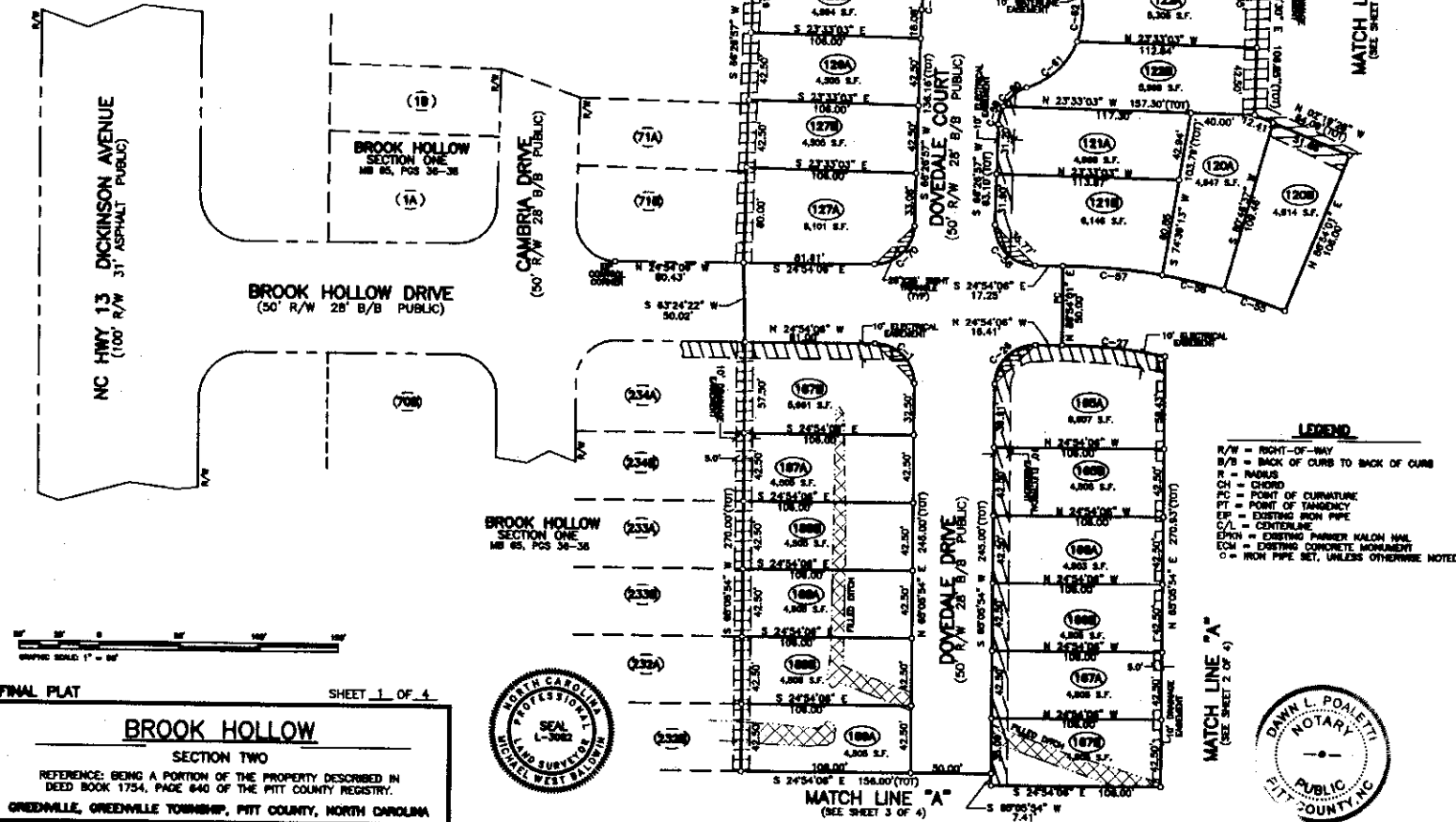
SITE DATA

TOTAL AREA 21.028 AC
 NUMBER OF LOTS CREATED 132
 AREA IN COMMON AREA 4,975 S.F.
 AREA IN PARKS, RECREATION AREAS
 CEMETERIES AND THE LIKE 0

Doc ID: 0018785004 Type: cad
 Recorded: 10/20/2007 at 03:14:10 pm
 Fee Amt: \$84.00 Page 1 of 4
 Pitt County, NC
 July 3, 2007 Registrar of Deeds
SK 69 PG 37-40

WHW & ASSOCIATES, LLC
 DB 1754, PG 640

WHW & ASSOCIATES, LLC
 DB 1754, PG 640



VICINITY MAP
 SCALE: 1"=1000'±

CURVE TABLE

CURVE	RADIUS	CHORD	CHORD BEARING
C-1	28.00	35.36	N 20°56'42"
C-2	28.00	35.36	N 69°43'18"
C-3	28.00	35.36	N 18°00'00"
C-4	28.00	35.36	S 12°17'00"
C-5	28.00	35.36	S 77°43'00"
C-6	28.00	35.36	S 20°56'42"
C-7	28.00	35.36	S 69°43'18"
C-8	28.00	35.36	S 18°00'00"
C-9	28.00	35.36	S 77°43'00"
C-10	28.00	35.36	S 12°17'00"
C-11	28.00	35.36	S 20°56'42"
C-12	28.00	35.36	S 69°43'18"
C-13	28.00	35.36	S 18°00'00"
C-14	28.00	35.36	S 77°43'00"
C-15	28.00	35.36	S 12°17'00"
C-16	28.00	35.36	S 20°56'42"
C-17	28.00	35.36	S 69°43'18"
C-18	28.00	35.36	S 18°00'00"
C-19	28.00	35.36	S 77°43'00"
C-20	28.00	35.36	S 12°17'00"
C-21	28.00	35.36	S 20°56'42"
C-22	28.00	35.36	S 69°43'18"
C-23	28.00	35.36	S 18°00'00"
C-24	28.00	35.36	S 77°43'00"
C-25	28.00	35.36	S 12°17'00"
C-26	28.00	35.36	S 20°56'42"
C-27	28.00	35.36	S 69°43'18"
C-28	28.00	35.36	S 18°00'00"
C-29	28.00	35.36	S 77°43'00"
C-30	28.00	35.36	S 12°17'00"
C-31	28.00	35.36	S 20°56'42"
C-32	28.00	35.36	S 69°43'18"
C-33	28.00	35.36	S 18°00'00"
C-34	28.00	35.36	S 77°43'00"
C-35	28.00	35.36	S 12°17'00"
C-36	28.00	35.36	S 20°56'42"
C-37	28.00	35.36	S 69°43'18"
C-38	28.00	35.36	S 18°00'00"
C-39	28.00	35.36	S 77°43'00"
C-40	28.00	35.36	S 12°17'00"
C-41	28.00	35.36	S 20°56'42"
C-42	28.00	35.36	S 69°43'18"
C-43	28.00	35.36	S 18°00'00"
C-44	28.00	35.36	S 77°43'00"
C-45	28.00	35.36	S 12°17'00"
C-46	28.00	35.36	S 20°56'42"
C-47	28.00	35.36	S 69°43'18"
C-48	28.00	35.36	S 18°00'00"
C-49	28.00	35.36	S 77°43'00"
C-50	28.00	35.36	S 12°17'00"
C-51	28.00	35.36	S 20°56'42"
C-52	28.00	35.36	S 69°43'18"
C-53	28.00	35.36	S 18°00'00"
C-54	28.00	35.36	S 77°43'00"
C-55	28.00	35.36	S 12°17'00"
C-56	28.00	35.36	S 20°56'42"
C-57	28.00	35.36	S 69°43'18"
C-58	28.00	35.36	S 18°00'00"
C-59	28.00	35.36	S 77°43'00"
C-60	28.00	35.36	S 12°17'00"

LEGEND
 R/W = RIGHT-OF-WAY
 B/B = BACK OF CURB TO BACK OF CURB
 CR = CURB
 C = CHORD
 P.C. = POINT OF CURVATURE
 P.T. = POINT OF TANGENCY
 E.P. = EXISTING IRON PIPE
 C/L = CENTERLINE
 EPOCH = EXISTING PIONEER KALON HALL
 CON = EXISTING CONCRETE MONUMENT
 I.P.S. = IRON PIPE SET, UNLESS OTHERWISE NOTED



CERTIFICATION
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.) I HEREBY CERTIFY THAT THE BOUNDARIES SHOWN FROM INFORMATION FOUND IN BOOK PAGE ETC. HAVE BEEN CORRECTLY CALCULATED BY ME AND APPROVED BY ME. I HEREBY CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 MICHAEL W. BALDWIN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE NO. L-3082

REVIEW OFFICER'S CERTIFICATE
 ANDREW J. FICHAS, JR.
 REVIEW OFFICER OF PITT COUNTY, GEORGIA
 THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 Andrew J. Fichas, Jr. 10/10/07
 REVIEW OFFICER DATE

FINAL PLAT SHEET 1 OF 4

BROOK HOLLOW SECTION TWO
 REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1754, PAGE 640 OF THE PITT COUNTY REGISTRY.
 GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: WHW & ASSOCIATES, LLC.
 ADDRESS: 2217-D LOCKSLEY WOODS DR. GREENVILLE, NC 27858
 PHONE: (252) 758-9346

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:

OWNER'S STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
 [Signature]

APPROVAL
 THIS FINAL PLAT NO. 07-28 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 8, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 180TH DAY OF AUGUST, 2007.
 [Signature]
 CITY PLANNER

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

Baldwin and Associates
 ENGINEERING, LAND SURVEYING
 AND PLANNING
 1015 CONFERENCE DRIVE
 GREENVILLE, NC 27858
 (252) 758-1380

DEED BOOK 1754 PAGE 640
 DEED BOOK PAGE
 DEED BOOK PAGE
 NC REGISTRATION NO. L-3082

SHOWN AND SUBSCRIBED BEFORE ME THIS 22ND DAY OF OCTOBER, 2007.
 [Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2008

Doc ID: 0010780004 Type: GIP
 Recorded: 07/10/2007 At 09:14:10 PM
 Fee Amt: \$64.00 Page 1 of 4
 Pitt County, NC
 July 3, 2007 Registrar of Deeds
 BK 69 Pg 37-40

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
3. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ZONE AE, ELEV. -80.70-81.54 (NWD 1988) REF: 372048700 J, DATED JANUARY 2, 2004.
5. DRAINAGE EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE NOTED.
6. HOMEOWNERS ASSOCIATION TO MAINTAIN ALL OPEN SPACE AND MEDIANS IN ROAD R/W.
7. NO POINTS SET ALONG DITCHES OR GREEN HILL UNLESS OTHERWISE NOTED.
8. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CHAIRS, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WHITE COLLECTION CONTAINERS, LIME, RECEIPTS AND IMPROVISED SURFACES, SHALL ENCRUGH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.

CURVE TABLE

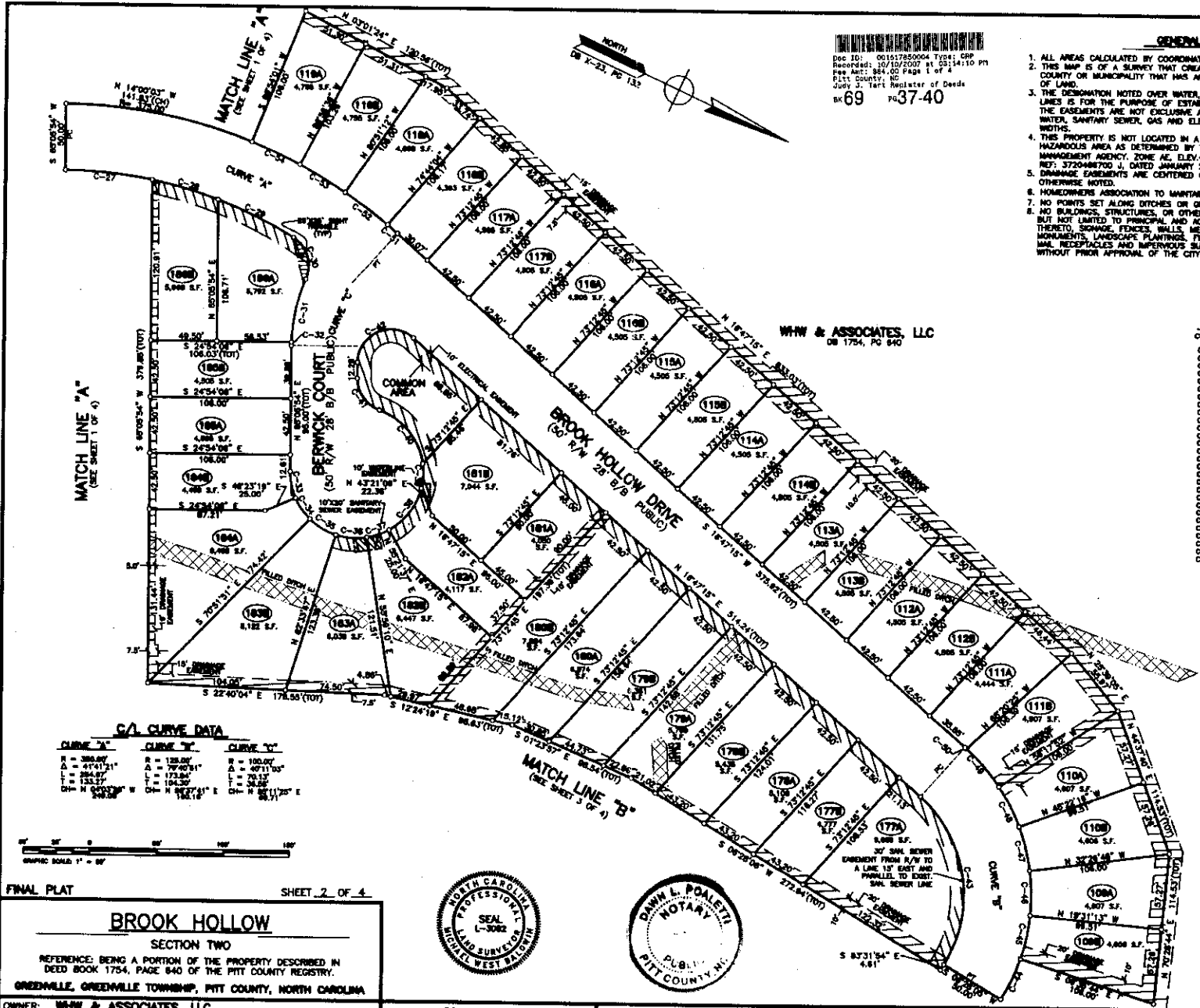
CURVE	ADIUS	CHORD	CHORD BEARING
C-27	388.00'	84.81'	N 18°10'13"W
C-28	328.00'	81.90'	N 08°23'41"W
C-29	328.00'	83.77'	N 01°19'37"W
C-30	25.00'	23.72'	N 47°46'00"E
C-31	158.00'	46.49'	N 77°28'30"E
C-32	158.00'	2.41'	N 00°14'17"E
C-33	50.00'	50.36'	N 83°11'7"E
C-34	19.88'	19.88'	N 00°32'28"E
C-35	90.00'	22.88'	N 20°43'20"W
C-36	90.00'	92.88'	N 52°14'17"E
C-37	90.00'	38.88'	N 78°00'57"W
C-38	90.00'	31.87'	N 87°49'53"W
C-39	90.00'	28.87'	N 29°00'00"W
C-40	90.00'	48.88'	N 44°19'37"W
C-41	28.00'	28.00'	N 00°00'00"W
C-42	180.00'	180.00'	N 00°00'00"W
C-43	180.00'	126.13'	N 59°27'41"E
C-44	180.00'	54.13'	N 09°28'11"W
C-45	180.00'	33.77'	N 01°19'37"W
C-46	180.00'	33.77'	N 47°01'50"W
C-47	180.00'	33.77'	N 91°08'26"W
C-48	180.00'	37.40'	N 34°32'27"W
C-49	180.00'	1.80'	N 17°08'00"W
C-50	378.00'	8.86'	N 19°01'28"W
C-51	378.00'	40.03'	N 12°13'22"W
C-52	378.00'	40.04'	N 00°02'18"E
C-53	378.00'	40.04'	N 00°02'18"E

WHW & ASSOCIATES, LLC
 08 1754, PG 640



CERTIFICATION
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE, ETC.) (OTHER) THAT THE BOUNDARIES NOTED HERETO AND CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK... THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 SIGNED: [Signature] REGISTRATION NO. L-3062

REVIEW OFFICER'S CERTIFICATE
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 SIGNED: Andrew Thomas, Jr. DATE: 10/10/07



GA CURVE DATA

CURVE "X"	CURVE "Y"	CURVE "Z"
R = 388.00'	R = 128.00'	R = 100.00'
Δ = 47°14'21"	Δ = 79°00'51"	Δ = 40°10'00"
L = 173.89'	L = 70.32'	L = 70.32'
Δ = 153.39'	Δ = 194.39'	Δ = 54.88'
Δ = 140.00° W	Δ = 140.00° E	Δ = 90°11'27" E

FINAL PLAN SHEET 2 OF 4

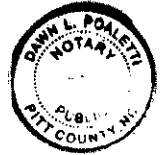
BROOK HOLLOW

SECTION TWO

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1754, PAGE 640 OF THE PITT COUNTY REGISTRY.

GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: WHW & ASSOCIATES, LLC.
 ADDRESS: 2217-D LOCKSLEY WOODS DR. GREENVILLE, NC 27858
 PHONE: (252) 758-9346



Baldwin and Associates
 ENGINEERING, LAND SURVEYING AND PLANNING
 1015 CONFERENCE DRIVE GREENVILLE, NC 27858
 (252) 758-1380

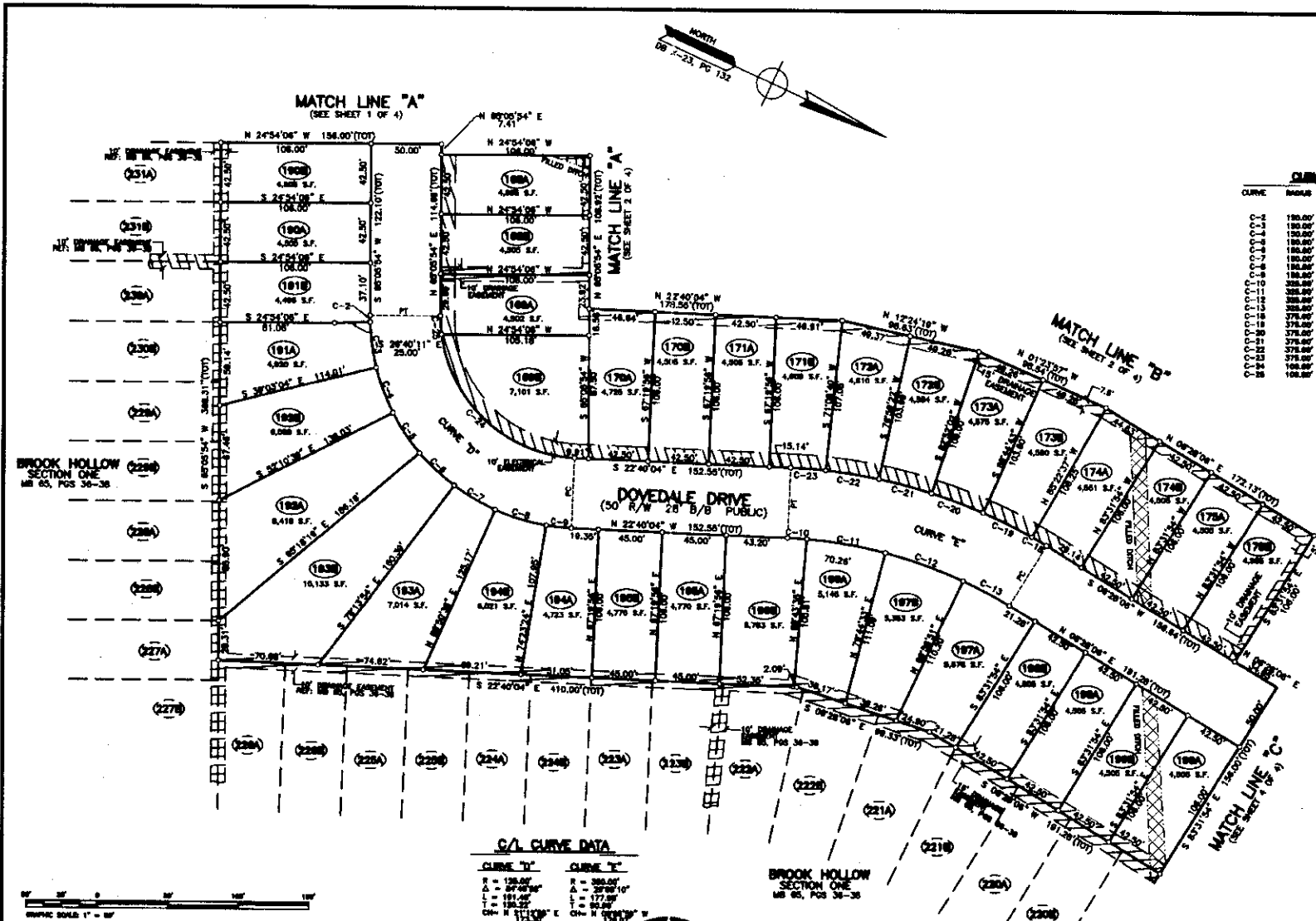
SURVEYED: MH APPROVED: MWB
 DRAWN: JJ/SCB DATE: 07/26/2007
 CHECKED: MWB/SCB SCALE: 1" = 50'

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 1754 PAGE 640
 DEED BOOK PAGE
 DEED BOOK PAGE
 NC REGISTRATION NO. L-3062

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:
 [Signature]
 I, [Name], SUBSCRIBED BEFORE ME THIS [Day] DAY OF [Month], 2007.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/26/2008

APPROVAL
 THIS FINAL PLAN NO. 07-28 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 1981 DAY OF AUGUST, 2007.
 SIGNED: [Signature] CITY NUMBER 6

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAN AND ALLOWMENT TO BE THESE, FREE AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAN.
 SIGNED: [Signature]
 ATTEST: Dawn Polette



CURVE TABLE

CURVE	RADIUS	CHORD	CHORD BEARING
C-1	180.00'	4.83'	N 0°12'51"E
C-2	180.00'	23.26'	N 3°04'22"E
C-3	180.00'	34.38'	N 4°42'17"E
C-4	180.00'	34.38'	N 31°18'31"E
C-5	180.00'	33.77'	N 18°15'54"E
C-6	180.00'	33.76'	N 0°18'22"E
C-7	180.00'	37.74'	N 0°22'58"W
C-8	180.00'	18.57'	N 1°04'20"W
C-9	360.00'	13.86'	N 21°28'14"W
C-10	360.00'	36.74'	N 18°15'54"W
C-11	360.00'	36.74'	N 0°05'18"W
C-12	360.00'	36.74'	N 0°18'22"E
C-13	360.00'	37.74'	N 0°22'58"W
C-14	360.00'	18.57'	N 1°04'20"W
C-15	360.00'	36.74'	N 21°28'14"W
C-16	360.00'	36.74'	N 18°15'54"W
C-17	360.00'	36.74'	N 0°05'18"W
C-18	360.00'	36.74'	N 0°18'22"E
C-19	360.00'	36.74'	N 0°22'58"W
C-20	360.00'	36.74'	N 1°04'20"W
C-21	360.00'	36.74'	N 21°28'14"W
C-22	360.00'	36.74'	N 18°15'54"W
C-23	360.00'	36.74'	N 0°05'18"W
C-24	180.00'	28.10'	N 17°25'07"W
C-25	180.00'	12.84'	N 81°25'04"W

C/L CURVE DATA

CURVE	R	Δ	L	Ch
CURVE "Y"	180.00'	36°00'00"	181.56'	180.00'
CURVE "Z"	360.00'	72°00'00"	363.12'	360.00'



CERTIFICATION

I, MICHAEL W. BALDWIN, CERTIFY THAT THE UNDER BY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE, ETC.) NOTHING THAT THE BOUNDARIES NOT SURVEYED AND CLEARLY INDICATED IN DRAWING FROM INFORMATION FOUND IN BOOK PAGE, THAT THE PART OF PROVISION AS CALCULATED BY LOGS AND BEYOND IS 1:10,000 THAT DRAWING WAS PREPARED IN ACCORDANCE WITH THE STATE SURVEYING STATUTES AND I SEAL THE 28th DAY OF JULY, 2007.

SIGNED: *[Signature]*
 REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE

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

SIGNED: *[Signature]* 10/10/07
 REVIEW OFFICER

FINAL PLAT SHEET 3 OF 4

BROOK HOLLOW
 SECTION TWO

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1754, PAGE 640 OF THE PITT COUNTY REGISTRY.

GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA



OWNER: WNW & ASSOCIATES, LLC.
 ADDRESS: 2217-D LOCKSLEY WOODS DR. GREENVILLE, NC 27858
 PHONE: (252) 756-9346

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 1754 PAGE 640
 DEED BOOK PAGE
 DEED BOOK PAGE

OWNER'S STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF *[Signature]*

SWORN AND SUBSCRIBED BEFORE ME THIS 26th DAY OF July, 2007.

[Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2008

APPROVAL

THIS FINAL PLAT NO. 07-22 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 18th DAY OF AUGUST, 2007.

SIGNED: *[Signature]*
 CITY COM # 6

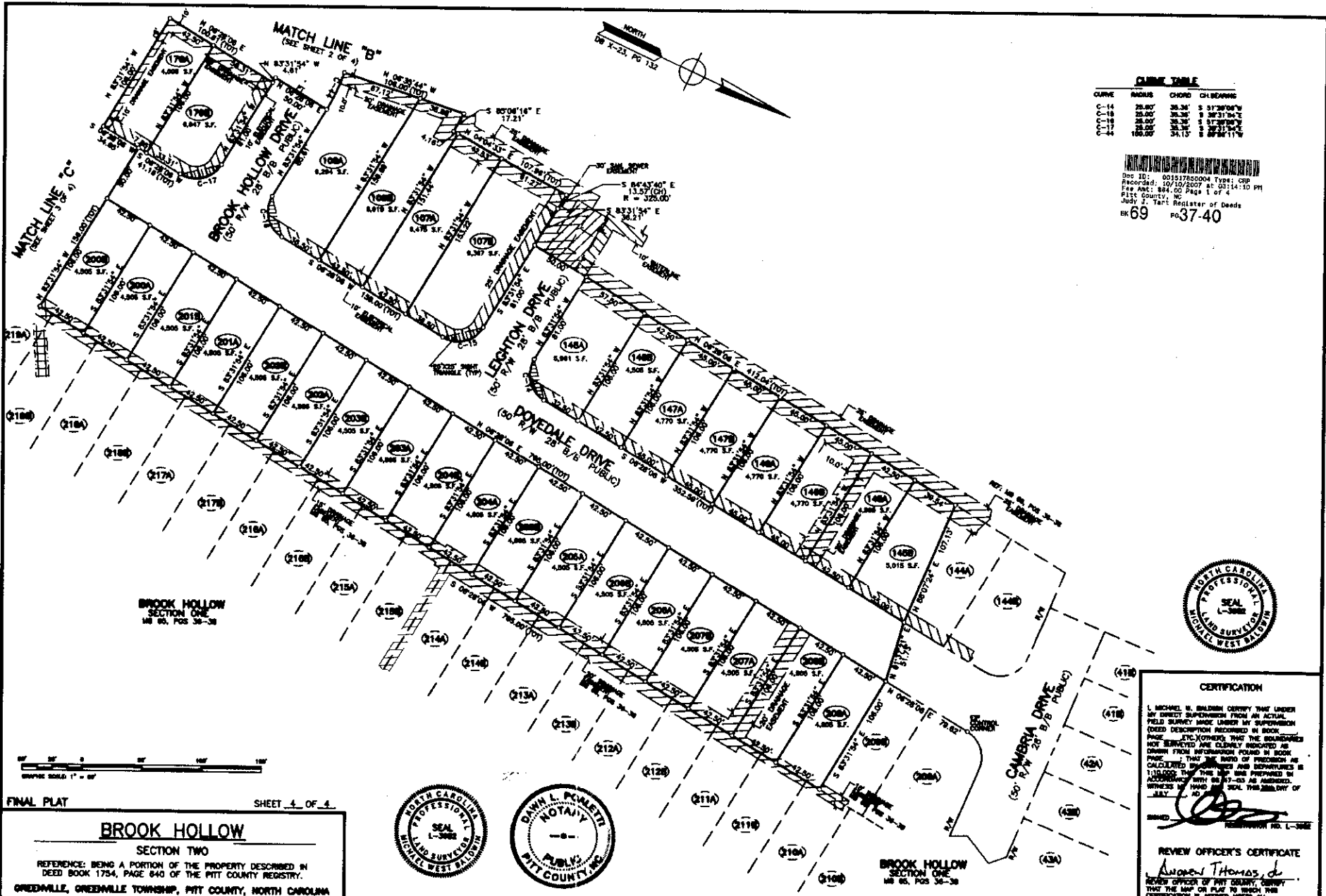
DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE "FREE" FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EMBLEMENTS FOREVER ALL AREAS AS SHOWN ON SAID DEDICATED PLAT.

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

Baldwin and Associates
 ENGINEERING, LAND SURVEYING AND PLANNING
 1015 CONFERENCE DRIVE GREENVILLE, NC 27656
 (252) 756-1380

SURVEYED: MH APPROVED: MWS
 DRAWN: JJ/SOB DATE: 07/25/2007
 CHECKED: MWS/SOB SCALE: 1" = 50'



CURVE TABLE

CURVE	RADIUS	CHORD	CH BEARING
C-14	25.80'	36.36'	S 57°30'00"W
C-18	25.80'	36.36'	S 30°31'04"E
C-19	25.80'	36.36'	S 57°30'00"W
C-17	25.80'	36.36'	S 30°31'04"E
C-4	100.00'	34.15'	S 89°58'11"W

Doc ID: 8015175004
 Recorded: 10/10/2007 at 03:14:10 PM
 File No: 884.00 Page 1 of 4
 Pitt County, NC
 Judy J. Tart Registrar of Deeds
 69 Pg 37-40



CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.) OTHER THAN THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SHOWN FROM INFORMATION FOUND IN BOOK PAGE ETC. THAT THE BASIS OF PRECISION AS CALCULATED BOUNDARIES AND DISTANCES IN 1:10,000 THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH §§ 47-23 AS AMENDED, WITHIN MY STATE SEAL THIS 28th DAY OF JULY, 2007.

SIGNED: *[Signature]*
 REGISTRAR NO. L-3082

REVIEW OFFICER'S CERTIFICATE

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

SIGNED: *[Signature]* 10/10/07
 REVIEW OFFICER

FINAL PLAT SHEET 4 OF 4

BROOK HOLLOW
 SECTION TWO

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1754, PAGE 840 OF THE PITT COUNTY REGISTRY.

GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: WHW & ASSOCIATES, LLC.
 ADDRESS: 2217-D LOCKSLEY WOODS DR. GREENVILLE, NC 27856
 PHONE: (252) 756-8346

SURVEYED BY: MH APPROVED: MWS
 DRAWN: JJ/SGB DATE: 07/25/2007
 CHECKED: MWS/SGB SCALE: 1" = 50'

SOURCE OF TITLE

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

DEED BOOK 754 PAGE 840
 DEED BOOK PAGE
 DEED BOOK PAGE

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBMISSION IS MADE AT THE REQUEST OF

[Signature]
 SWORN AND SUBSCRIBED BEFORE ME THIS DAY OF JULY, 2007.

[Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2008

APPROVAL

THIS FINAL PLAT NO. 07-79 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 14th DAY OF AUGUST, 2007.

SIGNED: *[Signature]*
 CITY PLANNING # 6

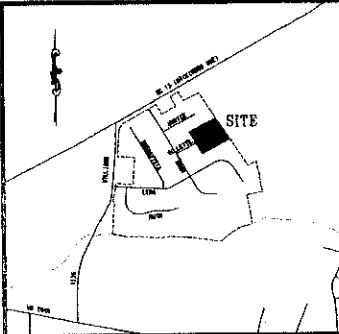
DEDICATION

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

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

SITE DATA

AREA IN TOTAL TRACT.....2.6017 ACRES
 NUMBER OF LOTS CREATED.....10
 AREA IN COMMON AREA.....0.0 ACRES
 AREA IN PARKS,
 RECREATION AND THE LIKE.....0.0 ACRES

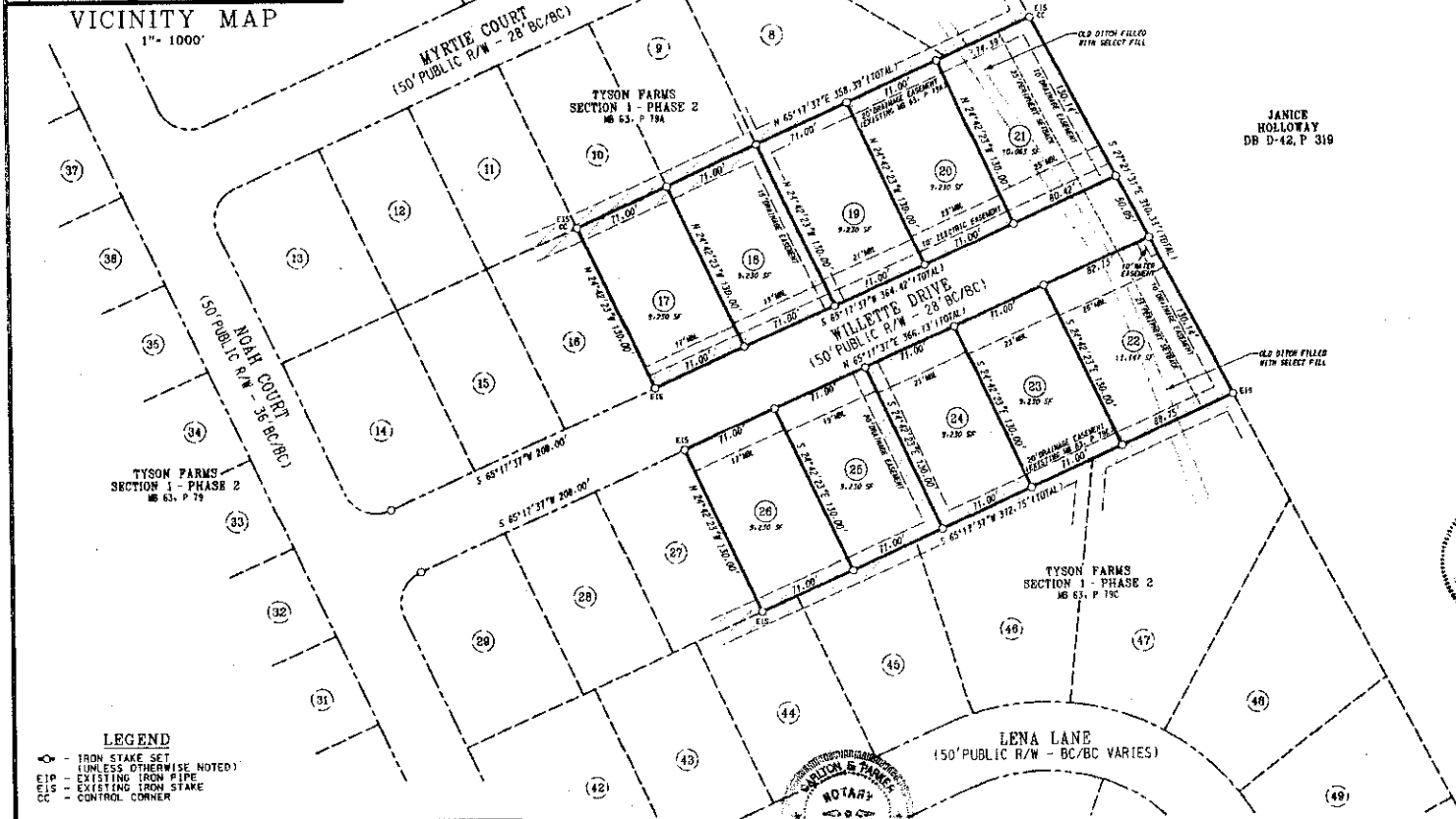


VICINITY MAP
1"=1000'

Doc ID: 0040080001 Type: CD
 Recorded: 08/08/2007 at 09:44:32 AM
 Fee Amt: 821.00 Page 1 of 1
 Pitt County, NC
 Job: 2, Part: Register of Deeds
68 PG 143

- NOTES:
- 1) THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - 2) THIS PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN AS SHOWN ON FIRM 570191-4676-J DATED 1/22/04.
 - 3) ALL UTILITY AND DRAINAGE EASEMENTS ARE CENTERED ON MAINS AS INSTALLED UNLESS OTHERWISE DIMENSIONED OR NOTED.
 - 4) ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - 5) TYSON FARMS SECTION 3 IS A RESIDENTIAL CLUSTER DEVELOPMENT.
 - 6) COMMON AREA TO BE MAINTAINED BY THE HOME OWNERS' ASSOCIATION.
 - 7) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SUPPLIES, INCLUDING BUT NOT LIMITED TO, PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREON, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CHIMNEYS, ANTENNAS, WASTES, DEBRIS, HOMEWATS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL CONSIDERED WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.

JANICE HOLLOWAY
DB D-42, P 319



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

Carlton E. Parker
CARLTON E. PARKER



I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS ±110.000+ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____ PAGE _____ THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 42-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26TH DAY OF June A.D., 2007.

Carlton E. Parker
CARLTON E. PARKER L-2990

Andrew Thomas Jr.
REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Andrew Thomas Jr. 8/10/07
REVIEW OFFICER DATE



MAP FOR RECORD
TYSON FARMS CLUSTER SUBDIVISION SECTION 3
 DEED BOOK 2280, PAGE 416 OF THE PITT COUNTY REGISTRY.

GREENVILLE	GREENVILLE TWP.	PITT COUNTY	NORTH CAROLINA
OWNERS:	HILL CLARK HOMES OF GREENVILLE, LLC		
ADDRESS:	200 EAST ARLINGTON BLVD. GREENVILLE, NC 27858		
PHONE:	(252) 355-8000		
MALPASS & ASSOCIATES	SURVEYED: JDC	DATE: 4/13/07	
1644 EAST ARLINGTON BLVD.	DRAWN: KCW	SCALE: 1"= 60'	
SUITE D	CHECKED: CEP	SHEET NUMBER	
GREENVILLE, N.C. 27864	APPROVED: WKM	1 OF 1	
(352) 716-1700			

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE _____ INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: DEED BOOK 2280 PAGE 416 DEED BOOK _____ PAGE _____

OWNER'S STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF: _____ OWNER _____ OWNER _____ SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 2007.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 1/18/12

APPROVAL
 THIS FINAL PLAT, NO. _____-01-01 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 13TH DAY OF JUNE, 2007.
 SIGNED: *Julia Tom #6*
 CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
 SIGNED: _____
 SIGNED: _____
 ATTEST: _____

NORTH CAROLINA, PITT COUNTY FILED FOR REGISTRATION THIS _____ DAY OF _____, 2007, AT _____ O'CLOCK _____ P.M., JUDY TART, REGISTER OF DEEDS.
 BY: _____ REGISTER OF DEEDS



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Various tax refunds

Explanation: The Director of Financial Services reports the refund of the following taxes:

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Tamara L. Person	Refund of City taxes paid	\$ 449.79
First American Real Est Tax Service	Refund of City taxes paid	\$ 147.48
Greenbriar Realty Co., Inc.	Refund of City taxes paid	\$ 4,528.22

Fiscal Note: The total amount to be refunded is \$5,125.49.

Recommendation: Approval of tax refunds by City Council

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Report on bids awarded

Explanation: The Director of Financial Services reports that the following bids were awarded in the months of November and December 2007 and are to be included on the City Council agenda for information.


Date Awarded	Description	Vendor	Amount	M/WBE Yes/No
11/20/07	Six Ford Crown Victorias with Police Pkg. (State Contract Purchase)	Capital Ford	\$131,300.40	No
12/05/07	One Self Contained Leaf Collector Truck (Document-726675)	Amick Equipment Co.	\$112,316.00	No
12/05/07	One Self Contained Knuckle Boom Truck (Document-726673)	Volvo and GMC Truck Center	\$103,856.88	No
12/5/07	One 40 CY Front Loading Refuse Truck (Document-726667)	Mack Truck Sales of Charlotte	\$182,849.00	No
12/5/07	One 25 CY Rear Loading Refuse Truck (Document 726664)	Volvo and GMC Truck Center	\$118,815.56	No

Fiscal Note: An expenditure of \$649,137.84 was appropriated in the 2007-2008 Budget in the Vehicle Replacement Fund.

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

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Attachments / click to download

-  [2008_leaf_collector_bid_tab_726675](#)
 -  [2008_knuckle_boom_bid_tab_726673](#)
 -  [2008_frt_loader_bid_tab_726667](#)
 -  [2008_sanitation_bid_tab_rear_loader_726664](#)
-

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

DESCRIPTION:

One (1) ea. Self Contained Leaf Collector Truck
Per Owner's Specifications
Formal Bid# 2007/08-02

October 23, 2007 @ 2:00 P.M.

BID OPENING DATE & TIME

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
Amick Equipment	\$121,188 Chassis-GMC Body-Pak Mor	\$112,316 * Chassis-International Body-Pak Mor	180 Days	* Low bid meeting spec. Recommend purchase
Volvo & GMC Truck Center	\$125,788.88 Chassis-GMC Body-Impac		180 Days	

*This bid was selected.
Document Number: 726675

Purchasing Manager

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

DESCRIPTION:

1 ea. Self-Contained Truck w/ Knuckle Boom Loader
Per Owner's Specifications
Formal Bid# 2007/08-03

October 23, 2007 @ 2:30 P.M.

BID OPENING DATE & TIME

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
Cavalier Equipment Corp.	\$97,978 2007 Freightliner M2 w/Petersen TL3 Lightning Loader		Approx. 3-5 Days ARO Subject to Prior Sale	Exceptions; Not new and latest model, paint color, and no spare tire.
Carolina Environmental Systems	\$94,754 2008 Ford F-750 w/ Pac-Mac KB-20	\$97,017 2008 IH w/ Pac Mac KB-20	Base Bid- 30-45 Days ARO Alt. Bid- 2-3 Weeks ARO	Exceptions/Ford; H.P., transmission, rear axle, air dryer, stabilizers, etc. Exceptions/International; Block heater, transmission, rear axle, air dryer, grab rails, stabilizers, etc.
Volvo & GMC Truck Center	\$103,856.88 * 2008 GMC C7500 w/ Petersen TL-3 Loader		180 Days	*Low bid meeting spec. Recommend purchase.
White's International Trucks	\$104,736 2008 Internat'l. 4300 w/Petersen TL-3 Loader	\$101,325 2008 Internat'l. 4300 w/ Pac-Mac Loader	Base Bid- 170 Days- Exception to liquid. Damages Alt. Bid- 150 Days-Exception to liquid. damages	Exceptions to delivery on both.

*This bid was selected.

Purchasing Manager

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

DESCRIPTION:

1 ea. 40 CY Front Loading Refuse Truck
Per Owner's Specifications
Formal Bid# 2007/08-04

October 23, 2007 @ 3:30 P.M.

BID OPENING DATE & TIME

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	BID BOND
Amick Equipment	\$192,720 2008 Mack MR w/ Pak Mor Loader	#2- \$190,334 2008 Autocar w/ Pak Mor Loader	180 Days	
		#3- \$201,650 2008 Mack MR w/ Wittke Loader	180 Days	
		#4- \$198,265 2008 Autocar w/ Wittke Loader	180 Days	
Cavalier Equipment	\$193,001 2008 Mack MRU w/ E-Z Pack Loader		60-90 Days ARO Subject to prior sale	
Charlotte Truck Center	\$186,196 2008 ALF Condor w/E-Z Pack Loader		180 Days	
Volvo & GMC Truck Center	\$189,547.56 2008 Autocar w/ E-Z Pack Loader		180 Days	
Lodal-South, Inc.	\$171,710 2008 Mack w/ Bridgeport Loader	\$187,331 2008 Autocar w/ Bridgeport Loader	Exception taken to delivery/liquidated damages	Exception to delivery on both.
Mack of Charlotte	\$182,849 * 2008/2009 Mack MRU w/ E-Z Pack Loader		180 Days	*Low bid meeting spec. Recommend purchase.
McNeilus Trucks	\$181,198 2008 Peterbilt 320 Loader-?		180 Days	Exception to sump requirement.

*This bid was selected.

Purchasing Manager

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

DESCRIPTION:

One (1) ea. Minimum 25 CY Rear Load Refuse Truck
Per Owner's Specifications
Formal Bid# 2007/08-05

October 23, 2007 @ 3:00 P.M.

BID OPENING DATE & TIME

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
Amick Equipment	\$111,715 2008 Internat'l. w/ Loadmaster Excel Loader <u>Exceptions</u>	\$118,936 2008 GMC w/ Loadmaster Excel Loader	180 Days	Exceptions for International; front axle and front springs are below spec.
Charlotte Truck Center	\$121,261 2008 Freightliner w/ E-Z Pack Loader		180 Days	
Volvo & GMC Truck Center	\$118,815.56 * 2008 GMC C8500 w/ E-Z Pack Loader		180 Days	*Low bid meeting spec. Recommend purchase
White's International Trucks	\$121,006 2008 International w/ E-Z Pack Loader		180 Days Exception taken to liquidated damages clause	

* This bid was selected.

Purchasing Manager



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Community Appearance Commission
- b. Environmental Advisory Commission

Explanation: The Community Appearance Commission and the Environmental Advisory Commission are scheduled to make their annual presentations to City Council at the January 7, 2008 meeting.

Fiscal Note: N/A

Recommendation: No action recommended; for information only

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

-
- Title of Item:** Contract award for the update of the 2000 Recreation and Parks Comprehensive Master Plan
- Explanation:** In 2000, the City contracted for the development of a city-wide Recreation and Parks Comprehensive Master Plan to determine recreational needs and guide future capital improvements in parks. This contract will provide an update of that plan that includes the essential elements for receiving point credit in North Carolina's Parks and Recreation Trust Fund (PARTF) grant application process, making approval of future grant requests more likely. A plan or revised plan less than 5 years old is credited significantly more points during the application process than is an older plan. Matching grants of as much as \$500,000 are possible from this program, and to date the City of Greenville has received 5 grants totaling \$1,250,000.
- This project will guide future capital decisions through determining the City's current and projecting the City's future recreational needs, and through establishing an inventory of existing public and private parks and recreation facilities currently available to meet those needs. Due to a busy work season for many planners, only two responses (Site Solutions from Charlotte and the Department of Recreation and Leisure Services at ECU) were received to the Parks Comprehensive Master Plan RFP. A staff representative from Public Works, Community Development, and Recreation and Parks interviewed the two responders, and Site Solutions was selected as the more qualified firm. Work would begin almost immediately after approval and be completed by July 2008.
- Fiscal Note:** Cost of this project is \$57,000. \$50,000 has been allotted for this project in the Capital Budget, and the additional \$7,000 will be taken from the general fund contingency.
- Recommendation:** City Council award a professional services contract to Site Solutions in the amount of \$57,000 for an update to the City's Recreation and Parks Comprehensive Master Plan.

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City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Contract award to prepare an Analysis of Impediments to Fair Housing Choice study

Explanation: As a requirement of a Department of Housing and Urban Development monitoring assessment of the City of Greenville Community Development Block Grant (CDBG) and HOME Investment Partnership grant funding in April 2007, the City solicited proposals from qualified firms to prepare an Analysis of Impediments to Fair Housing. An Analysis of Impediments to Fair Housing is a comprehensive review of a jurisdiction's laws, regulations, and administrative policies, procedures and practices. An Analysis of Impediments to Fair Housing involves an assessment of how these laws, regulations, policies and procedures affect the location, availability, and accessibility of housing, and how conditions, both private and public, affect fair housing choice.

The City received a total of four proposals from the following firms: Ken Weeden & Associates, Inc.; Training & Development Associates, Inc.; J-Quad and Associates; and Holland Consulting Planners, Inc. After review of the proposals by the staff committee (Dave Holec, City Attorney; Merrill Flood, Director of Community Development; and Sandra Anderson, Housing Administrator), TDA was selected as the best qualified firm based on the following criteria: demonstrated prior experience conducting such an analysis; experience meeting with and working with a variety of agencies and governmental bodies; strong background in current conditions data analysis; financial capability; and reasonableness of projected expenses. The scoring results were as follow:

Firm	Score	Cost
Ken Weeden & Associates, Inc.	48	\$21,000
Training & Development Associates, Inc.	66	\$24,000
J-Quad and Associates	54	\$28,500

Holland Consulting Planners, Inc.	44	\$13,500
-----------------------------------	----	----------

Fiscal Note:

Funds of \$12,000 from CDBG and \$12,000 from HOME Investment Partnership Administrative budget line items are available for a total contract award of \$24,000.

Recommendation:

Approve contract award to Training & Development Associates, Inc. for the fixed amount of \$24,000 to provide an Analysis of Impediments to Fair Housing and authorize the City Manager to sign the contract

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 [AI Contract](#)

CONSULTING AGREEMENT

This is a Consulting Agreement ("Agreement") made this ___ day of January, 2008 by and between the City of Greenville, NC (the "City"), a North Carolina municipal corporation government with offices at 200 West Fifth Street, Greenville, North Carolina 27834 and Training & Development Associates, Inc. (the "Consultant"), a Delaware Corporation with offices at 131B Atkinson Street, Laurinburg, NC 28352.

WITNESSETH:

WHEREAS, the City requires assistance in the development of an Analysis of Impediments to Fair Housing (AI), and

WHEREAS, the Consultant has experience and expertise in the areas of work to be performed under this Agreement and is willing to provide such services as may relate hereto,

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound by this written instrument, the Parties hereto agree as follows:

- 1. Consulting Agreement:** The City hereby retains the Consultant to perform consulting services in connection with this Agreement, and the Consultant agrees to perform such services subject to and in accordance with the terms and conditions of this Agreement.
- 2. Scope of Work:** The Consultant will provide the services set forth in Appendix A attached hereto and incorporated herein by reference. Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein.
- 3. Term of Assignment:** This Agreement shall commence on the _____ day of January 2008 and terminate on May 30, 2008, unless extended in writing by the Parties to this Agreement. Either Party may cancel this Agreement at an earlier date providing the other Party with written notice thereof at least ten business days in advance of such cancellation. Any expenses, including but not limited to labor, incurred by the Consultant prior to termination shall be paid to the Consultant by the City.
- 4. Key Personnel:** For the Consultant, Wayne Freeman, Charlie Blair, John Kane, and Cathy Saidat shall be directly involved in the preparation of the materials, as specified in Appendix A of this Agreement. Any substitutions shall be permitted only upon the written permission of the City at its sole direction.
- 5. Compensation:** For satisfactory performance under this Agreement, the City shall pay the Consultant a **total fixed fee of \$24,000**, inclusive of all costs including Consultant staff time, overhead, travel expenses, and other cost associated with undertaking the scope of work specified in Appendix A. Eighty percent (80%) of the total fixed fee will be invoiced upon submission of the draft of the AI. The remaining fee will be invoiced upon submission of the final AI to the City. Payment will be in a timely manner to Consultant upon submission to the City of an invoice. This price assumes

that a maximum of three days will be spent on-site meeting with City representatives, local professionals and the public collecting data, receiving input, and making other contacts as necessary.

6. Independent Contractor: The Parties understand and agree that the Consultant is an Independent Contractor and not an employee or otherwise affiliated with the City. Accordingly, the City shall not provide the Consultant with fringe benefits normally paid to its employees, nor shall the City make provisions for Federal and State withholding taxes, unemployment insurance, workman's compensation insurance, or any other employee-related payments required by law. The Consultant shall not represent to any person, company or agency that Consultant staff are employees, officers or agents of the City,

7. Conflict of Interest: The Consultant warrants that, to the best of its knowledge and belief, there is no conflict of interest in performing the tasks, duties and responsibilities under this Agreement. The Consultant further warrants that in the performance of this Agreement no person having any such conflict of interest shall be employed by the Consultant.

8. Proprietary Material: The Consultant understands and agrees that all materials and systems developed and used in connection with the performance of this Agreement whether in writing or electronic are the property of the City, unless the materials or systems were previously developed by the Consultant or unless otherwise declared to be part of the public domain.

9. Assignment: The Consultant shall not assign this contract nor any rights or obligations herein, nor subcontract any of the services without the City's prior written content. All of the terms and conditions contained herein shall extend to and be binding upon all successors and assigns of the respective Parties hereto.

10. Amendments: This Agreement shall not be amended, supplemented, extended or modified except in writing, signed by the Consultant and the City's authorized individual.

11. Default: Any failure by the Consultant to comply with the terms of this Agreement shall constitute an act of default under this Agreement. Compliance with the terms and conditions of this Agreement is a condition precedent to the City's obligation to pay the Contract Fee or any part thereof. Upon the notice of the Default in writing, the City shall give the Consultant 15 days to cure such Default. If a Default is not cured within the 15 day period, or such additional times as the City shall allow, the City may terminate this Agreement.

12. Certification Discrimination and Records: The Consultant agrees not to commit unlawful discrimination in employment, will comply with all federal, state and local laws and regulations, and will retain all books, records and supporting documentation deemed applicable by the City for a period of 5 years.

13. Entire Agreement: Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties. No modification or waiver of any provision of this

Agreement shall be binding unless approved in writing by both Parties to this Agreement.

14. **Applicable Law:** This Consulting Agreement shall be governed by the applicable laws of the State of North Carolina. In the event of legal action resulting from a dispute hereunder, the Parties agree that the courts of the State of North Carolina shall have jurisdiction.

IN WITNESS WHEREOF, City and Consultant have signed this Agreement of the date first written above

CONSULTANT:

CITY:

Training & Development Associates, Inc.

City of Greenville, North Carolina

E. Wayne Freeman
President and CEO

Wayne Bowers
City Manager

ATTACHMENT A

SCOPE OF WORK

DEVELOPMENT OF AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

ACTIVITY 1: REVIEW OF EXISTING ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

TDA's organizational approach and methodology for defining the impediments to fair housing choice begins with first collecting and then analyzing statistical data in order to draw a current profile of all of the city of Greenville. This research starts immediately following the initial meeting between parties and continues through the first three weeks of the project.

To develop the profile, TDA's review of existing documents, including any existing analyses of impediments. TDA will also review Greenville's current consolidated plan. Based on findings in these documents, TDA will begin to develop an updated profile of the city. TDA will analyze the population by race and ethnicity, household composition, age, and income; evaluate the demographics; take an inventory of housing demand; review supply and market dynamics; and analyze mortgage lending trends.

Evaluating mortgage lending trends, using data available through the Home Mortgage Disclosure Act (HMDA), will be a necessary component to defining impediments to fair housing in Greenville. The HMDA requires that banks and other lending institutions report data on their loan history; the Federal Financial Institutions Examination Council (FFIEC) then uses the data to create aggregate and disclosure reports that are public information. Using this data set, TDA can examine lending practices on the basis of race, income level, age of the structure offered as collateral for the loan, and the purpose of the loan. This review can identify whether there are any apparent patterns of discriminatory lending in Greenville.

Data sources TDA will access include:

- Greenville's previous analysis of impediments and update
- Greenville's consolidated plan
- Local laws and ordinances
- Building permit history data to illustrate trends in residential construction by type
- The local housing authority data
- Data from the local chamber of commerce

TDA will research:

- Employment data, such as labor force, major employers, and unemployment rates from city, state, and federal economic development departments
- Recent census data (at the county/city-wide and block group level) such as population, types and age of householders, income distribution, homeownership rate, type and age of housing units, housing problems (such as cost burden and overcrowding), home values, and rent ranges

- HMDA data, including loan applications by type of loan, race, and income of the applicant, disposition of the application, reasons for denial, and aggregate lender information, from the FFIEC database

Once its research, inventory, and analysis are complete, TDA will be able to begin defining the impediments to fair housing choice by adding demographic data to the developing profile. In addition to tables and graphs, TDA will create maps that present demographic and housing data clearly. These maps will illustrate population clusters throughout the city that are based on race or ethnicity and income by census tracts and will explore potential racial and economic segregation in the city. The maps will illustrate with color the clusters throughout the census tracts under analysis.

In summary, TDA will use census data, as well as local and national data sources, to begin defining the impediments to fair housing choice in Greenville. A comprehensive profile of the city's demographics and housing enhanced with charts, graphs, and maps will be an invaluable tool for Greenville as the community pursues equalizing fair housing choice.

ACTIVITY 2 – REVIEW AND ASSESSMENT OF LOCAL LAWS AND OTHER CONDITIONS THAT AFFECT FAIR HOUSING IN GREENVILLE

Once baseline information has been collected and reviewed, TDA will begin assessing laws and ordinances in Greenville. Reviewing local ordinances, plans, and policies will help TDA to discover and define possible actions or omissions in the public sector (including public housing, community development, transportation, and community services) that may affect housing choice. TDA also will provide an inventory of the number, type, and condition of existing housing stock; identify current supply, demand, and cost statistics; and assess any imbalance of housing supply and demand. This phase of the project will take place following the collection of the data and will last from two to three weeks.

TDA will analyze the following:

- Building, occupancy, and health and safety codes that may affect the availability of housing for minorities, families with children, and persons with disabilities
- Records showing site selection for the construction of public (e.g., assisted) and private housing, such as those relevant to:
 - Zoning, housing lot sizes, number of persons per bedroom requirements, and other factors
 - Provision of essential municipal services
 - Real estate property tax assessments, particularly as they affect new construction, affordable housing, and multifamily dwellings; and
 - Building codes and physical access to and location of housing for persons with disabilities
- Records that reflect the comparative quality and array of municipal services across neighborhoods in the jurisdiction or among communities within the jurisdiction (degree of equalization of services)

- Demolition, displacement of residents and businesses, development of single and multifamily housing, and rehabilitation and revitalization of declining and deteriorated neighborhoods through private or public activities that impact housing choice (such as policies that determine the future income mix of housing to be available)
- Public transportation services that provide access to jobs, training opportunities, housing and community services for minority families, families with children, and persons with disabilities
- Existing job and training opportunities that affect, or can be affected by, the location of housing opportunities for lower-income families and persons, particularly minorities, persons with disabilities, and women
- Evidence of promotion of coordination and cooperation among jurisdictions in surrounding metropolitan or regional areas in planning and carrying out housing and housing-related activities
- Evidence of interdepartmental cooperation, communication, and coordination in planning and executing housing, community development, community services, and transportation programs
- A list of the members of official and other community planning and zoning boards and commissions; and
- An accounting of the local public housing agency (PHA) and other housing assistance provider policies and procedures for:
 - Selecting individuals and families to receive the benefits of federal, state, or local publicly assisted housing programs that provide rental or ownership opportunities for lower-income persons and families;
 - Advertising rental vacancies to the public and establishing and maintaining waiting lists;
 - Assisting voucher holders to find suitable rental units throughout the jurisdiction

TDA will also review public sector policies and their possible impact upon equal housing choice and will place special attention on several categories of municipal activity, such as:

- Zoning, site selection, and building codes (accessibility),
- Neighborhood revitalization
- Public and assisted housing
- Property tax policies
- Planning and zoning boards

The right of individuals to obtain the housing of their choice, free from discrimination based on race, color, religion, sex, disability, familial status, or national origin is assured by the Federal Fair Housing Act of 1968 and other legislation. This legislation makes it unlawful to discriminate in the sale, rental, financing, and insuring of housing. In order to ensure the prevention and elimination of housing discrimination, HUD requires all governing authorities directly receiving consolidated plan program funds to certify that

the community, consortium or state will “affirmatively further fair housing” within their jurisdictions. This requirement is codified in the consolidated plan requirements under 24 CFR 91.225. Public agency obligations under the Act may be grouped into three categories:

Intent: The obligation to avoid policies, customs, practices, or processes the *intent* or *purpose* of which is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Act.

Effect: The obligation to avoid policies, customs, practices, or processes the *effect* or *impact* of which is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Act.

Affirmative Duties: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, customs, practices, or processes that previously, currently, or may potentially impede, infringe, or deny the exercise of fair housing rights by persons protected under the Act.

The first two obligations pertain to public agency operations and administration, including those of employees and agents, while the third obligation extends to private as well as public sector activity. As it completes its definition of impediments to fair housing in Greenville, TDA will review HUD’s fair housing complaint process, the state’s civil rights-human services commission activities and complaints filed with Greenville, and the city’s fair housing education program.

To review civil rights activities, TDA will first determine the most appropriate informational resources—such as internal plans, program literature, or studies—to collect and review. TDA will also conduct consultations to gather information about the agencies’ past, current, and planned activities. Using the information gathered from the city of Greenville and follow-up consultations, TDA will document what is currently happening in Greenville relevant to fair housing.

ACTIVITY 3 – SOLUTIONS AND OPPORTUNITIES

Based on the results of TDA’s review and assessment during Activity 2 of this project, TDA will make an accounting of impediments to fair housing choice in Greenville, develop a series of steps that the City can take to reverse these impediments, and draft a plan for the city to use to affirmatively further fair housing opportunities in the future. Charlie Blair will develop suggestions for solutions to any impediments to fair housing and will complete the work following completion of Activity 2 for a period of up to three weeks.

ACTIVITY 4 – COMMUNITY INVOLVEMENT

Consistent with HUD’s Fair Housing planning Guide, TDA will provide for effective outreach to the community by soliciting information from each of the following types of stakeholders during the development of the AI.

- **Fair housing organizations**, including human relations commissions and voluntary, nonprofit organizations focusing on fair housing problems
- **Advocacy groups and organizations** that have among their concerns the needs (including housing needs) of particular segments of the population, such

- as people with disabilities; families with children; immigrants and homeless persons; and specific racial or ethnic groups (Blacks, Hispanics, Native Americans, Asian Americans, Alaskan Natives)
- **Housing provider representatives**, in particular those who are aware of, and can speak to, the problems of providing moderate- and low-cost housing in the community; and representatives of landlords/owners
 - **Banks and other financial institutions** that can provide loans (including residential) and other financial support to improve homes or areas of the community where living conditions have deteriorated
 - **Educational institutions** and their representatives, including the administrators and teachers/professors who can assist in conducting studies and developing educational activities for delivery in formal and informal settings
 - **Other organizations and individuals**, such as neighborhood organizations and representatives, that can provide information, ideas, or support in identifying impediments to fair housing choice at the neighborhood or other geographic level and in developing and implementing actions to address these problems.

Communication with the general public is also essential. TDA will lead a community meeting to share the results of the AI with the community at large. Although not required by HUD, the City's citizen participation and consultation procedures identified in Subpart B of the Consolidated Plan that outlines additional publication and public hearing steps could be provided by TDA at an additional cost. Additionally, TDA will encourage the participation of diverse population groups, and take steps to ensure that communications and activities are accessible to persons with disabilities.

ACTIVITY 5 – FINAL PRODUCT: DOCUMENT DEVELOPMENT AND DELIVERY

Once all the components of Greenville's analysis of impediments are collected, TDA team members will create a complete, concise, and attractive presentation of the information. Charlie Blair and John Kane will research and write the analysis; Cathy Saidat will review HMDA and census data to develop maps to accompany the document; and Lisa Canada will assist in redacting the document for publication. In addition to the narrative delivery, the document will include color maps, charts, and graphs, as well as tabular data resulting in a document that will be understandable by a diverse group of readers. TDA will provide a draft copy of the analysis for the city's and county's review.

The document will include

- an introductory section and executive summary;
- background data for the city of Greenville drawn from the existing analysis of impediments and consolidated plan;
- an analysis of the affordable housing market in Greenville;
- a review and assessment of laws, ordinances, and conditions that impact negatively fair housing choice for protected classes of individuals; and
- identification of impediments to fair housing and solutions to those impediments as well as opportunities where the city of Greenville can affirmatively further the cause of fair housing.

Drafts of the document as well as the final version will be provided to the city of Greenville in a printed format. The final document (one unbound master original) will

include color graphs, charts, and maps. A Microsoft Word version and a portable document format (pdf) version of the analysis and supporting materials will be provided on CD-ROM.

PROPOSED SCHEDULE FOR COMPLETION OF TASKS

Date of Award

Activity One	March 15, 2008
Activity Two	March 15, 2008
Activity Three	March 15, 2008
Activity Four	To be determined
Activity Five (draft)	April 1, 2008
Activity Five (revised draft)	April 15, 2008
Activity Five (final)	April 30, 2008



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Contract award to prepare the CDBG and HOME 2008-2013 Consolidated Plan

Explanation: The 2008-2013 Consolidated Plan for the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) federal grant programs is designed to be a collaborative process whereby a community establishes a unified vision for community development actions. It offers a local jurisdiction the opportunity to shape the various housing and community development programs into effective, coordinated neighborhood and community development strategies. It also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level.

The Consolidated Plan is a specific course of action for revitalization. It is the means to analyze the full local context and the linkages to the larger region. It builds on local assets and coordinates a response to the needs of the community. It integrates economic, physical, environmental, community, and human development in a comprehensive and coordinated fashion so that families and communities can work together and thrive. A plan also sets forth program goals, specific objectives, annual goals, and benchmarks for measuring progress. In so doing, it helps local governments and citizens keep track of results and learn what works.

The Consolidated Plan is also a requirement to receive CDBG and HOME funds.

The City recently solicited proposals from qualified firms to prepare the City of Greenville 2008-2013 Consolidated Plan and received two proposals from the following firms: Holland and Associates Consulting, Inc. and Training & Development Associates, Inc. (TDA). After review of the proposals by the staff committee (Thomas Moton Jr., Assistant City Manager; Merrill Flood, Director of Community Development; and Sandra Anderson, Housing Administrator), TDA was selected as the best qualified firm based on the following criteria: demonstrated prior experience in preparing consolidated plans; experience

meeting with and working with a variety of agencies and governmental bodies; strong background in current conditions data analysis; financial capability; and reasonableness of projected expenses. The scoring results were as follow:

Firm	Score	Bid
TDA	64	\$47,500
Holland Consulting Planners	52	\$45,500

Fiscal Note: \$47,500 from CDBG funds

Recommendation: Approve a contract award to Training and Development Associates, Inc., in the amount of \$47,500 to prepare the City of Greenville's Consolidated Plan for fiscal years 2008-2013 and authorize the City Manager to enter into a contract

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City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Appointment to the Greenville Urban Area Metropolitan Planning Organization Transportation Advisory Committee

Explanation: The Metropolitan Planning Organization is a federally mandated transportation planning committee composed of local elected officials and federal and state transportation representatives. The Memorandum of Understanding which created the Greenville Urban Area Metropolitan Planning Organization provides that the City of Greenville shall appoint one elected official to the Technical Advisory Committee. Traditionally, this has been the Mayor. Mayor Don Parrott served as the City representative for the past six years.

Fiscal Note: No cost to the City.

Recommendation: The City Council appoint Mayor Pat Dunn to the Greenville Urban Area Metropolitan Planning Organization Transportation Advisory Committee

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City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Budget ordinance amendment #6 to the 2007-2008 City of Greenville budget and to ordinance 06-99 Greenville Aquatics and Fitness Center Renovation Capital Project

Explanation: Attached is an amendment to the 2007-2008 budget ordinance for consideration at the January 10, 2008 City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To appropriate Federal Forfeiture funds to purchase three segway conveyance vehicles that will be used by the parking enforcement officers and for community policing by the IMPACT and housing officers (\$16,995).

B To transfer funds (\$40,000) to the Greenville Aquatics and Fitness Center Renovation Capital Project for improvements to the reception area that will complete the total facility renovation project. Funding will be transferred in the amount of \$10,000 each from three other Recreation and Parks capital projects: (1) Paramore Park Phase II (Firetower Road), (2) Andrew A. Best Freedom Park Phase II (Oakdale), and (3) Evans Park Restroom Replacement. The remaining \$10,000 will be transferred from the Recreation and Parks Department general fund operating accounts.

Fiscal Note: The budget ordinance amendments affect the following funds: increase General Fund by \$16,995, and increase the Greenville Aquatics and Fitness Center Renovation Capital Project Fund by \$40,000:

<u>Fund Name</u>	<u>Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
General Fund	\$69,902,122	\$ 16,995	\$69,919,117

Greenville Aquatics and Fitness Center Renovation Capital Project Fund	\$ 500,000	\$ 40,000	\$ 540,000
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Recommendation: Approve budget ordinance amendment #6 to the 2007-2008 City of Greenville budget and to ordinance 06-99 Greenville Aquatics and Fitness Center Renovation Capital Project.

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 [Budget Amendments 2007 2008 FY 707984](#)

ORDINANCE NO. 08-_____
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#6) AMENDING ORDINANCE NO. 07-93 AND AMENDMENT TO
ORDINANCE 06-99 GREENVILLE AQUATICS AND FITNESS CENTER RENOVATION
CAPITAL PROJECT

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

Section I. Estimated Revenues. General Fund, of Ordinance 07-93, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Federal Forfeiture ^A	\$ 17,671	\$ 16,995	\$ 34,666

Section II. Appropriations. General Fund, of Ordinance 07-93, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Police ^A	\$ 18,053,733	\$ 16,995	\$ 18,070,728
Transfer to the Greenville Aquatics and Fitness Center Renovation Fund ^B	-	40,000	40,000
Total Appropriations		\$ 56,995	

Section III. Appropriations. General Fund, of Ordinance 07-93, is hereby amended by decreasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Recreation and Parks ^B	\$ 5,317,556	\$ 10,000	\$ 5,307,556
Capital Improvements ^B	2,381,137	30,000	2,351,137
		\$ 40,000	

Section IV. Estimated Revenues. Greenville Aquatics and Fitness Center Renovation Fund, of Ordinance 06-99, is hereby amended by increasing estimated revenues in the amount indicated:

<u>Account</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Transfer from General Fund ^B	\$ -	\$ 40,000	\$ 40,000

Section V. Appropriations. Greenville Aquatics and Fitness Center Renovation Fund, of Ordinance 06-99, is hereby amended by increasing appropriations in the amount indicated:

<u>Department</u>	<u>Original/ Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Revised Adjusted Budget</u>
Renovation ^B	\$ 475,000	\$ 40,000	\$ 515,000

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

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

Adopted this 7th day of January, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/7/2008
Time: 6:00 PM

Title of Item: Amendment to the 2008 City Council Meeting Schedule

Explanation: The 2008 City Council meeting schedule was adopted by City Council at the December 13, 2007 City Council meeting. The schedule, as adopted, includes three conflicts with National League of Cities conferences--one in March (March 10) and two in November (November 10 and 13). Typically, when there is a conflict with the Monday night meeting in March, the meeting is cancelled and all business is conducted at the Thursday night meeting. However, in the month of November, the National League of Cities conference will impact both the first and second meetings of the month.

Fiscal Note: No fiscal impact.

Recommendation: Amend the 2008 City Council meeting schedule by canceling/rescheduling the March 10 and November 10 and 13 meetings.

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[2008_City_Council_Meeting_Schedule_734282](#)

2008 CITY COUNCIL MEETINGS SCHEDULE
(All Meetings are Held in the Council Chambers Unless Otherwise Noted)

January 7—6:00 PM
January 10—7:00 PM
January 26—8:00 AM (Annual Planning Session)

February 18—6:00 PM
February 21—7:00 PM
February 25—6:00 PM

**March 10—6:00 PM
March 13—7:00 PM

April 7—6:00 PM
April 10—7:00 PM
April 21—6:00 PM

May 5—6:00 PM
May 8—7:00 PM
May 19—6:00 PM

June 2—6:00 PM
June 9—6:00 PM
June 12—7:00 PM
June 23—6:00 PM

August 11—6:00 PM
August 14—7:00 PM
August 25—6:00 PM

September 8—6:00 PM
September 11—7:00 PM
September 22—6:00 PM

October 6—6:00 PM
October 9—7:00 PM
October 20—6:00 PM

**November 10—6:00 PM
**November 13—7:00 PM
November 24—6:00 PM

December 8—6:00 PM
December 11—7:00 PM

**Subject to Change

Adopted by City Council on December 13, 2007