



# Agenda

## Greenville City Council

May 7, 2007  
6:00 PM  
City Council Chambers  
200 Martin Luther King, Jr. Drive

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**I. Call Meeting To Order**

**II. Invocation - Council Member Spell**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Consent Agenda**

1. Minutes for the April 9 and 12, 2007 City Council meetings
2. Resolution of intent to close a portion of South Washington Street to Dickinson Avenue, a portion of West Sixth Street from South Washington Street to Evans Street, and Dickinson Avenue from South Washington Street to Reade Circle
3. Right-of-way encroachment agreement with CCR Properties of Pitt County, LLC, to construct a subdivision entrance sign with landscaping and associated utilities within the right-of-way of Dublin Road
4. Contract award for the Intermodal Transportation Center Facility Programming and Site Selection Study
5. Award of bid for four rear-loading refuse trucks
6. Report on bids awarded

**VII. New Business**

7. Presentation of Fiscal Year 2007-2008 budget ordinances
  - a. City of Greenville
  - b. Greenville Utilities Commission
  - c. Sheppard Memorial Library
  - d. Greenville-Pitt County Convention and Visitors Authority
8. Discussion of the recommendations of the Citizens Advisory Commission on Cable Television
9. Affordable Housing Loan to Landmark Asset Services, Inc.
10. Resolution authorizing the Redevelopment Commission of Greenville to lease certain real property to Landmark Asset Services, Inc.
11. Lease agreement for storage facility located at 509 West Fourteenth Street
12. Resolution requesting transfer of maintenance responsibilities for portions of Greene Street (SR 1531), Pitt Street (SR 1611), and Pitt-Greene Connector (SR 1610) from the North Carolina Department of Transportation to the City of Greenville

**VIII. Review of May 10, 2007 City Council agenda**

**IX. Comments from Mayor and City Council**

**X. City Manager's Report**

**XI. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

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**Title of Item:** Minutes for the April 9 and 12, 2007 City Council meetings

**Explanation:** The minutes of the April 9 and 12, 2007 City Council meetings have been prepared and are ready to be considered for approval by City Council.

**Fiscal Note:** N/A

**Recommendation:** Approve the April 9 and 12, 2007 City Council minutes.

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**Attachments / click to download**

- [April 9, 2007 City Council Meeting Minutes](#)
- [April 12, 2007 City Council Meeting Minutes](#)

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC  
April 9, 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 City Hall, with Mayor Robert D. Parrott presiding. The meeting was called to order, followed by the invocation by Mayor Parrott and the pledge of allegiance to the flag. The following were present.

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

APPROVAL OF CONSENT AGENDA - APPROVED

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

- 1) Minutes from the March 5 and March 8, 2007 City Council meetings
- 2) Various tax refunds

<u>Name</u>	<u>Reason</u>	<u>Amount</u>
Terry Anne Senne	Prorate taxes on vehicle	\$102.54
Richard, Kathy, and Nathan Ford	Airplane lised in Wake County	\$537.82
Daimler Chrysler Financial	Prorate taxes on vehicle	\$120.22
- 3) General Fund loan to the Aquatics and Fitness Center Enterprise Fund for equipment purchases
- 4) Resolution of intent closing a portion of Chippendail Road east of West Quail Hollow Road (Resolution No. 07-15)
- 5) Resolution of intent closing a portion of South Watauga Avenue located south of Broad Street (Resolution No. 07-16)
- 6) First reading of an ordinance amending Ordinance No. 07-17 granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company by increasing the number of taxicabs

## PRESENTATIONS BY BOARDS AND COMMISSIONS

### Citizens Advisory Commission on Cable Television

Mr. Jake Postma, Chairman of the Citizens Advisory Commission on Cable TV, gave the history of the Commission, beginning with its creation in 1991 after the City had granted the cable franchise to Multimedia Cablevision. There are nine responsibilities listed in the City Code for this Commission, many of which have been assumed by staff. The City no longer regulates cable television, as that has been taken over by the State. The Commission had gone into an inactive state. When Council Member Spell became liaison, he made new appointments and the group was anxious to get started. The staff leaves the Commission out of things, such as the negotiations about the franchise. The Commission had no input on the equipment for the Council Chambers. There is a Commission that was created for this purpose and it is not being used by the staff. The small video staff has done a wonderful job with GTV-9. The Commission was feeling that it may need to be dissolved, and it voted on whether to do so. The Commission feels it is very valuable and has decided to ask the Council for new direction. The members are willing and able to serve, but feel that they are being left out. They would like to have input on GTV-9, serving as a citizen watchdog and advocate. Mr. Postma concluded by recommending that the Council fund another position in the video department, because to do more, more help is needed. He also recommended that the Council give the Commission direction on their responsibilities and duties.

### FALLEN SOLDIER SCULPTURE AT TOWN COMMON - APPROVED

Mr. Gary Fenton, Director of Recreation and Parks, stated that at the March Recreation and Parks Commission, Dawn Cash, who lost her husband in the Iraq war, and Mr. Gus Keyes, Immediate Past President of the Pitt County Veterans Council, addressed the Commission on their desire to add a "Fallen Soldier" sculpture to the Pitt County Veterans War Memorial at the Town Common. The current President of the Veterans Council, Mr. Al Rice was also present to show support for the project at that meeting. The cost of the addition and any installation expenses will be paid through private fundraising efforts both within and outside of the veteran community. Mrs. Cash, Mr. Keyes, and members of the Veterans Council will work closely with the Recreation and Parks Department to coordinate installation and any associated ceremony. The Recreation and Parks Commission unanimously approved the proposal.

Mr. Gus Keyes provided pictures of what the Fallen Soldier sculpture would look like. He stated that the current memorial has the names of 204 veterans that gave their life for Pitt County in a combat zone. The proposed Fallen Soldier sculpture would be added to that memorial at a distance of five to eight feet from the current memorial so the original one can still be seen without the addition. Most recently, two local individuals have been laid to rest that lost their lives in the Iraq War. Mr. Keyes requested that the Recreation and Parks Department handle the installation and placement. There are 10,000 veterans in this community who are requesting the Council's approval for an addition of a Fallen Soldier sculpture to the Pitt County Memorial that is currently at the Town Common.

Council Member Little, Council liaison to the Recreation and Parks Commission, stated that he doesn't know how one ever fully pays respects to the men and women who have given their lives for this country, and this sculpture seems like a great honor. He referred to a letter that was received from another retired military person who shares a different train of thought on the memorial.

Motion was made by Council Member Little and seconded by Council Member Dunn to place this on the Thursday night agenda in order to allow time to talk with that individual. When this was discussed at the Recreation and Parks Commission meeting, they were asking approval so that it could be dedicated on Memorial Day. The Recreation and Parks Commission meets on Wednesday night, so they could discuss it and bring it back to Council on Thursday night.

Upon being asked if the Veterans of Foreign Wars had a problem with the memorial, Mr. Keyes stated that the Veterans of Foreign Wars was asked for a particular amount of money to pay for the cost of the installation. It was brought up as vote before the VFW Council. There was a tie vote, so it was postponed for the next meeting. At the previous meetings, the VFW Council had approved the memorial. The issue was whether they should pay the amount specified at that particular meeting. He has letters from the Vietnam Veterans and others. The Marine Corps League has given a contribution and has verbally supported it fully. The American Legion and VFW have supported it previously; however, now it is down to how much they will contribute. The vote approximately a year ago was to support it.

Mr. Ramey, former Council Member and a member of the VFW, stated that he has no problem with the memorial and will raise funds for the it.

Mr. Al Rice, President of the Veterans Council, stated that he was at the VFW meeting when the memorial was originally brought up, and everyone except one person voted to have the statue put up and said they would back it. It is not fair for one person out of all of the organizations to hold this us. He encouraged the Council to vote on this tonight.

Council Member Little withdrew his original motion to continue this until Thursday night, and Council Member Dunn withdrew her second.

Motion was made by Council Member Little and seconded by Council Member Dunn to approve the installation of a Fallen Soldier Sculpture at the Town Common subject to coordination of the exact location and installation with the Recreation and Parks Department. Motion carried unanimously.

RECOMMENDATION BY RECREATION AND PARKS COMMISSION TO NAME WHEELCHAIR-ACCESSIBLE FIELD AT ELM STREET PARK THE "SARAH VAUGHN FIELD OF DREAMS" - APPROVED

Mr. Gary Fenton, Director of Recreation and Parks, stated that at the March Recreation and Parks Commission meeting, the Commission unanimously recommended to the City Council that the wheelchair-accessible field being developed at Elm Street Park be named the "Sarah Vaughn Field of Dreams". Miss Vaughn, the daughter of Mr. and Mrs. Vaughn, is a special needs child

who has experienced and met a variety of challenges during her seven years of life. Hite Associates is contributing the design work and David Vaughn's company will construct the facility. These contributions meet the naming guidelines.

Motion was made by Council Member Craft and seconded by Council Member Spell to approve naming the wheelchair-accessible field at Elm Street Park the "Sarah Vaughn Field of Dreams." Motion carried unanimously.

ORDINANCE AMENDING CITY CODE SECTION 12-1-9 "FALSE BURGLAR ALARMS" – CONTINUED

City Manager Bowers stated that last Thursday a letter was received from the NC Alarm System Licensing Board indicating that they wanted to discuss this issue. He recommended to the Council that the representatives be allowed to make a brief presentation.

Chief of Police William Anderson explained that one of the 2007 goals of the City Council was to provide a safe community. One of the objectives established by the department to do this was to "improve the efficiency of public safety resources by addressing the police response to false alarms." Currently 94 to 98 percent of the calls for alarms are false. Commercial and residential alarms are the most common call for service answered by law enforcement. Fifty percent of the false alarms are triggered by twenty percent of alarm operators. False alarms account for an average of ten percent of all calls for service. False alarms consume officer time, waste fuel, increase the risk of accident and injury, cause excess wear and tear on equipment, divert law enforcement from real emergencies, cost taxpayers, and encourage officer complacency. The estimated cost for responding to false alarms is \$62,451 a year. The current City ordinance regarding false alarms is virtually unenforceable. The current ordinance does not include false alarms activated by equipment malfunction and requires the officer to make a determination as to how and why the alarm is activated. Cities in North Carolina with similar ordinances include Fayetteville, Charlotte, High Point, Greensboro, Hickory, Winston-Salem, Durham and Raleigh. The City of Charlotte enacted a false alarm ordinance in 1996 and experienced a 30% decrease in false alarms the first year the ordinance was in effect. A false alarm ordinance will allow the City to address residences and businesses that habitually are the cause of false alarms by encouraging and educating alarm users to properly use and maintain their alarm systems. He gave an overview of the proposed ordinance and stated that an annual alarm permit would be \$15, and the renewal would be \$5. The first and second false alarms in a permit year would be \$25; however, if the operator has a valid permit, the first false alarm is free. The third and fourth false alarms are \$50; fifth and sixth, \$100; seventh and eighth, \$200; and ninth and above, \$400. False alarms from a non-permitted alarm system will receive an additional \$200 penalty, and the Chief of Police may reduce this amount to \$50 if the alarm system is permitted within ten days of the false alarm. False alarms do not include alarms caused by physical damage caused by lighting, wind, or other weather-related events; alarms caused by the disconnection of the telephone circuit beyond the control of the alarm operator; or alarms caused by the continuous disruption of electrical power. There is a proposed appeal process, which includes: (1) Assessment of the civil penalty may be appealed in writing to the alarm administrator within 20 days of the date of notification and (2) If the alarm operator is not satisfied with the alarm operator's ruling, a written appeal can be made to the Chief of Police. The implementation

process would involve designating an alarm administrator, identifying software to track false alarms, designing an educational program to promote public awareness, and implementing the program effective July 1, 2007.

Chief Anderson was asked how the proposed ordinance will help, and he replied that classes will be held and alarm administrators will meet with citizens regarding things they can do to prevent false alarms.

Upon being asked what role the alarm company would have, Chief Anderson responded that the responsibility lies with the operator.

The Chief was asked how this correlates to having a permit, and he responded that with a permit in place, the department knows where the alarms are. This would be a better way of having the information needed to track the individual. There would be no exemptions.

Upon being asked if people could be grandfathered in, the Chief responded that the way the ordinance is set up, they were hoping to permit as many people as possible so that staff will have an accurate record. If the Council wishes to grandfather some, that is an option of the Council.

The Chief was asked if he knew where the habitual problems are, and he responded that could be researched as part of the CAD system. One thing that would have to be addressed internally is to have a standard operating procedure for things such as whether telephone numbers would be released. The plan is to establish a standard operating procedure to give that direction.

City Attorney Holec indicated that he didn't know of anything that would exclude that information from being a public record, so it is a public record which would be required to be disclosed.

Council Member Glover reported that sometimes the police officers have to wait as much as two hours for a business owner to come reset the alarm. That ties up the police officers' time that could be spent protecting the people. There needs to be something incorporated that addresses senior citizens who might sometimes forget to disengage the alarm.

Chief Anderson stated that under the proposed ordinance, the business owner would have to respond within 30 minutes.

Upon being asked if the majority of calls are from people who don't know how to operate the system, the Chief responded that and faulty systems.

Upon being asked if there are more problems with businesses or residences, Chief Anderson responded that it is a mixture of both.

Chief Anderson was asked if ordinances from other cities are similar, and he responded that they were. They were used as a model in drafting the proposed ordinance.

City Manager Bowers asked the representatives of the North Carolina Alarm Systems Licensing Board to address the Council.

Mr. Brad Smith, Chairman of the Licensing Board, and Mr. Courtney Brown, a member of the Licensing Board, appeared before the Council. Mr. Smith stated that the Alarm Systems Licensing Board was established under the 1983 Alarm System Licensing Act. The Board consists of two members appointed by the Governor, two appointed by the President Pro-Tem, two by the Speaker of the House, and one by the Attorney General. This group fully supports regulating false alarms. The ordinance as proposed, however, has some conflict with the State Licensing Act. Under the Act, the regulation of the alarm system business is exclusive to the Licensing Board. The Council was asked to not act on this item tonight so that the Board's attorney, staff and members of the Board could work with the Chief of Police and City Attorney to come up with an ordinance that doesn't violate State Statutes. They would like for this to be done by July 1.

City Attorney Holec stated that there is a State statutory provision that places regulatory authority in the Alarm Systems Licensing Board. There is a provision in the Statutes that allows cities to have alarm businesses to register and to have users of alarm systems to obtain revocable permits. The letter was received late Thursday, he did a follow-up to try to get the specifics, and has not received a response because of the short turnaround. Staff does not object to discussing this further and if there are concerns, he will bring them back to the Council.

Motion was made by Council Member Little and seconded by Council Member Spell to continue this and for the City Manager, City Attorney and Chief of Police to ascertain the concerns of the Alarm Systems Licensing Board and to address the consensus as appropriate in the ordinance to ensure that all bases are covered. Motion carried unanimously.

RESOLUTION APPROVING PAY PLAN AMENDMENTS ALLOWING ORGANIZATIONAL RESTRUCTURING OF THE POLICE DEPARTMENT COMMUNICATIONS CENTER AND RECORDS UNIT - ADOPTED

City Manager Bowers stated that this resolution changes two pay grades. The overall impact is to try to increase the number of sworn officers providing services, in this case working with the gang unit. It takes advantage of the fact that there is a sergeant retiring. It upgrades the Telecommunications Division in order to have lead telecommunicators on each shift, which is a better set-up and provides better staffing.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Craft to adopt the resolution amending the Pay Plan to create the positions of Community Services Supervisor and Lead Telecommunicator, and deleting the position of Communications Supervisor. Motion carried unanimously. (Resolution No. 07- 17)

FIRE PROTECTION AGREEMENT WITH PACTOLUS VOLUNTEER FIRE DEPARTMENT, INC. - APPROVED

City Manager Bowers stated that a little over a year ago, there was a fire inspection by the State Fire Marshal's Office, and it was noted that there was not a fire station less than five miles from a portion of the Bradford Creek area, which is a requirement. The City meets that five mile requirement in other areas and looks at that when annexations are done. The options that the City has to correct this deficiency are to build a new fire station; do nothing, which would cause the fire insurance ratings to go from 3 to 10 (the worst, meaning there is no fire protection); or to work with a fire department within five miles of the location, which would be the Pactolus Fire Department. An agreement has been negotiated with that fire department which would involve the City making a payment of \$6000 per year for several years. The Pactolus Fire Department would respond as automatic aid at the same time as the Greenville unit responds, which is different than mutual aid. This is the most cost effective way of dealing with this situation.

Mayor Pro-Tem Council asked if the fire department had staff on hand at all times.

City Manager Bowers replied that the Pactolus Fire Department is volunteer and that both the Pactolus Fire Department and Greenville Fire/Rescue Department would be dispatched at the same time. The City plans to provide the same service to those in that area as everywhere else in the City. This is a State requirement, and having the agreement meets the State requirement.

Motion was made by Council Member Craft and seconded by Council Member Dunn to approve the agreement and appropriate \$6,000 from the General Fund Contingency account to pay for the current year costs. Motion carried unanimously. (Contract No. 1583)

RESOLUTION ENDORSING INITIATION OF A 10-YEAR PLAN TO END CHRONIC HOMELESSNESS IN GREENVILLE AND PITT COUNTY – ADOPTED

Director of Planning and Community Development Merrill Flood stated that the Pitt County Planning Department has asked that the City of Greenville appoint a member to the Homeless Task Force and participate in the preparation of a strategic plan to end homelessness. The purpose of the plan will be to create one vision statement on ending homelessness and improving the ability of homeless providers to secure services and grants-for-homeless-persons. The North Carolina Department of Health and Human Services is requesting that the major cities in North Carolina prepare, adopt and implement 10-year homeless elimination plans. These will be developed in an effort to assess homelessness within communities and identify strategies to end homelessness. These strategies often require coordination by multiple agencies and government entities. Durham County is the most recent jurisdiction to adopt a 10-year plan to end homelessness. The planning process could take up to 12 months to complete the plan. The first step in the process is for member government units to approve a resolution to end homelessness and appoint a working Homeless Task Force of related agency professionals. The Task Force would be charged with developing the plan and creating a Homeless Commission comprised of persons from the community. Pitt County has received a grant to complete the initial community assessment and is taking the lead role in this effort. The County Commissioners adopted a resolution to initiate the planning process to end homelessness.

Motion was made by Council Member Dunn and seconded by Council Member Spell to adopt the resolution endorsing the initiation of a 10-year plan to end chronic homelessness in Greenville and Pitt County and authorize the City Manager to appoint the appropriate staff persons to represent the City of Greenville on the Task Force. Motion carried unanimously. (Resolution No. 07-18)

ORDINANCE AMENDING ELECTRIC CAPITAL PROJECTS BUDGET FOR DICKINSON AVENUE SUBSTATION AND RESOLUTION ALLOWING GREENVILLE UTILITIES COMMISSION TO REIMBURSE ITSELF FROM FUTURE DEBT FINANCING – ADOPTED

City Manager Bowers stated that this addresses a new electric substation near the hospital to take care of growth in that area. The substation has been renamed to the Dickinson Avenue Substation, and total costs for this project including land acquisition, design, labor and materials are estimated to be \$2,900,000.

Motion was made by Council Member Little and seconded by Council Member Craft to adopt the ordinance amending the Electric Capital Projects Budget for the Dickinson Avenue Substation. Motion carried unanimously. (Ordinance No. 07-42)

Motion was made by Council Member Little and seconded by Council Member Craft to adopt the reimbursement resolution to allow Greenville Utilities Commission to reimburse itself from future debt financing. Motion carried unanimously. (Resolution No. 07-19)

ORDINANCE APPROVING GAS CAPITAL PROJECTS BUDGET FOR THE FIRE TOWER ROAD GAS IMPROVEMENTS PROJECT AND RESOLUTION ALLOWING GREENVILLE UTILITIES COMMISSION TO REIMBURSE ITSELF FROM DEBT PROCEEDS - ADOPTED

City Manager Bowers stated that the North Carolina Department of Transportation has awarded a construction contract to widen the existing Fire Tower Road between NC Highway 11 and Corey Road from two lanes to four. As a result of the roadway widening, it will be necessary for the North Carolina Department of Transportation to relocate approximately 14,000 feet of gas lines located within the roadway right-of-way that will be in conflict with the proposed new roadway. In accordance with DOT policy, the costs for utility work associated with road improvements are the responsibility of the utility owner. The costs to Greenville Utilities for the relocation of the affected gas lines are estimated to be \$300,000.

Motion was made by Council Member Spell and seconded by Council Member Craft to adopt the ordinance for a Gas Capital Projects Budget. Motion carried unanimously. (Ordinance No. 07-43)

Motion was made by Council Member Spell and seconded by Council Member Craft to adopt the reimbursement resolution allowing Greenville Utilities Commission to reimburse itself from debt proceeds. Motion carried unanimously. (Resolution No. 07-20)

RESOLUTION AUTHORIZING BANK FINANCING FOR GREENVILLE UTILITIES’  
CAPITAL PROJECTS - ADOPTED

City Manager Bowers introduced the following resolution, a copy of which had been provided to each Council Member, and which was read by its title:

“COPY”

RESOLUTION RELATING TO THE AUTHORIZATION AND  
ISSUANCE OF A GREENVILLE UTILITIES COMMISSION  
COMBINED ENTERPRISE SYSTEM REVENUE BOND,  
SERIES 2007 OF THE CITY OF GREENVILLE, NORTH  
CAROLINA TO PAY A PORTION OF THE COST OF  
CERTAIN ADDITIONAL IMPROVEMENTS TO THE  
COMBINED ENTERPRISE SYSTEM

WHEREAS, the City of Greenville, North Carolina (the "City") is considering the acquisition and construction of certain improvements to its combined enterprise system (collectively, the "Additional Improvements"), as more fully described in Schedule I attached hereto; and

WHEREAS, the City desires to proceed with the Additional Improvements and to proceed with the authorization and issuance, pursuant to the provisions of The State and Local Government Revenue Bond Act, of revenue bonds of the City in the amount of approximately \$9,850,000 for the purpose of providing funds, together with any other available funds, for paying the cost of acquiring and constructing the Additional Improvements;

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

Section 1. The Director of Financial Services of the City and such other officers of the City and the Greenville Utilities Commission ("GUC") as may be appropriate are hereby authorized to apply to the Local Government Commission of North Carolina (the "LGC") for the approval of the issuance of the bond and otherwise to participate in the development of such financing.

Section 2. The City Council recommends the selection of the following professionals to assist the City and GUC in connection with such financing and requests the LGC to approve such selection:

Bond Counsel	-	Sidley Austin LLP
Purchaser’s Counsel	-	Hunton & Williams LLP
Trustee	-	The Bank of New York Trust Company, N. A.
Consulting Engineer		SVBK Consulting Group, Inc.

Section 3. The LGC is hereby requested to sell the bonds in the form of a single registered bond at private sale, without advertisement, to Bank of America, N.A., in accordance with the terms of its bid for the purchase of the bond, dated March 15, 2007.

Section 4. In the event that the cost of acquiring and constructing the portion of the Additional Improvements not currently under contract exceeds the current estimate of such cost, the City and GUC have available funds in an amount up to twenty percent (20%) of such cost which can and will be appropriated to pay such cost in order to be able to complete the Additional Improvements.

Section 5. The City Council hereby finds and determines in connection with the issuance of the bond that (i) the issuance of the bond is necessary or expedient for the City, (ii) the proposed principal amount of the bond is adequate and not excessive for the proposed purpose of such issue, (iii) the Additional Improvements proposed to be funded with the proceeds of the bond and any other available funds are feasible, (iv) the City's debt management procedures and policies are good and are managed in strict compliance with law, and (v) under current economic conditions, the bond can be marketed at a reasonable interest cost to the City.

Section 6. This resolution shall take effect immediately upon its passage.

Adopted this the 9th day of April, 2007.

/s/ Robert D. Parrott  
Mayor

ATTEST:

/s/ Wanda T. Elks  
City Clerk

#### SCHEDULE I

#### DESCRIPTION OF THE ADDITIONAL IMPROVEMENTS

The Additional Improvements are those additional improvements included in the capital improvement program for the Combined Enterprise System, including but not limited to:

**1. Project: ELECTRIC SYSTEM: Dickinson Avenue Substation**

**Description:** This substation will serve the new Pitt County Memorial Hospital Heart Institute estimated at 20 MVA. The substation will also serve the developing Medical Park electrical needs between Memorial Drive & Stantonsburg west to Allen Road.

**Cost:** \$2,700,000

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**2. Project: ELECTRIC SYSTEM: Mt. Pleasant Substation**

**Description:** This substation is needed to serve a developing load center along the US 264 NW loop between the Industrial Park area and Belvoir. The addition of this station will also limit the exposure of circuits feeding from Northside to the industrial area where reliability is a major concern. The location of the substation will accommodate the shifting of load from the main point of delivery substation to the new Greenville West 230 kV point of delivery substation.

**Cost:** \$1,900,000

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**3. Project: ELECTRIC SYSTEM: Mt. Pleasant Transmission Line**

**Description:** This 115kV transmission line will connect our Mt. Pleasant Substation to our existing Industrial Park area along the Northwest Bypass. This network interconnection will provide direct access from our G230 West Point of Delivery to our Industrial Park area.

**Cost:** \$3,300,000

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**4. Project: GAS SYSTEM: LNG Plant Expansion Phase IIA**

**Description:** The addition of a second vaporization system and the upgrade of the facility's control system.

**Cost:** \$1,600,000

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**5. Project: GAS SYSTEM: Fire Tower Road NCDOT Relocation**

**Description:** The North Carolina Department of Transportation (NCDOT) has awarded a construction contract to widen the existing Fire Tower Road between NC Hwy. 11 and Corey Road from two lanes to four. As a result of the roadway widening, it will be necessary for the NCDOT to relocate certain gas lines located within the roadway right-of-way that will be in conflict with the proposed new roadway.

**Cost:** \$300,000

Motion was made by Council Member Craft and seconded by Mayor Pro-Tem Council to adopt the resolution authorizing this bank financing on behalf of Greenville Utilities Commission. Motion carried unanimously. (Resolution No. 07-21)

RESOLUTION ABANDONING UTILITY EASEMENTS AT EVANS MOBILE HOME PARK AND AUTHORIZING EXECUTION OF A DEED OF RELEASE - ADOPTED

City Manager Bowers stated that Greenville Utilities Commission received a request from a developer to abandon five existing utility easements at the Evans Mobile Home Park on Fire Tower Road. These easements were granted to Greenville Utilities at no charge. All dwelling units have been removed, and the developer is in the process of demolishing the existing utilities. Upon reconstruction of the site, Greenville Utilities will be provided with the necessary easements for the installed facilities.

Motion was made by Council Member Little and seconded by Mayor Pro-Tem Council to adopt the resolution and execute a deed of release. Motion carried unanimously. (Resolution No. 07-22)

REVIEW OF APRIL 12, 2007 CITY COUNCIL AGENDA

The Council did a cursory review of the items on the April 12, 2007 City Council Meeting agenda and reviewed the appointments to Boards and Commissions.

City Manager Bowers reported that the following need to be noted for April 12:

- A protest petition has been received for the Theraldine H. Forbes rezoning request. It is in the process of being validated.
- A lease agreement with the Little Willie Center for space in the Intergenerational Center needs to be added to the agenda. Staff has been working with the Little Willie Center for several months as a potential tenant in the rectory and annex of St. Gabriels Church. The lease with Pitt Community College for the school building is already on the agenda. In order to facilitate the process and complete the lease as soon as possible, he would like to have this added to the agenda. (Motion was made by Council Member Craft and seconded by Council Member Dunn to add this to the April 12, 2007 City Council agenda. Motion carried unanimously.)
- The lease with West Greenville Regional Resources Center at Eppes Center is up for renewal. The Police Department wanted to use that space for a police initiative (PAL). Discussions with the West Greenville Regional Resources Center are ongoing and there is a meeting this week. It is hoped that it will be ready for Council consideration on April 12.

Council Member Spell distributed a letter from Charles Ewen, Past President of the University Neighborhood Association.

“COPY”

March 19, 2007

Council Member Larry Spell  
PO Box 2353  
Greenville, NC 27836

Dear Mr. Spell,

I am asking to be put on the agenda for the next City Council meeting in order to present a proposed Rental Property Registry.

The need for such a registry has been apparent since the neighborhood task force made it their top recommendation in 2004. A recent neighborhood meeting with Greenville Police reinforced the recognition that code enforcement was the greatest problem in the University neighborhood. As one of the largest unregulated businesses in the city, property owners have shown themselves to be either unwilling or unable to police themselves. A neighborhood registry would help the city deal with this problem.

The registry system that I propose is based on a system already in place in Gainesville, Florida. The main components of which would be semi-annual inspections of all residential rental properties to insure they comply with city codes. A fee assessed to these properties would pay for the inspections. The city staff would work out the details.

There are numerous benefits to such a registry. First and foremost it sets out the rules and provides a mechanism to enforce them. Renters will have recourse to landlords who fail to keep their properties up to code. However, similar expectations are made of the renters as well. Neighbors will have easier recourse to problem rentals in their neighborhood without having to spend weeks collecting data on the violators. Landlords who comply with city codes will, in effect, receive a seal of approval by the city, which they can use to attract better tenants.

I have the support of the Tar River/University Neighborhood Association as well as individuals in other neighborhoods. In addition, Dr. Marilyn Sheerer, Vice Chancellor for Student Life at ECU, also has commented favorably on the idea.

I hope you will allow me the opportunity to present this to the city council at the April meeting.

Yours sincerely,

/s/ Charles R. Ewen

Charles R. Ewen

“COPY”

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to add the presentation by Charles Ewen to the April 12, 2007 agenda. Motion carried unanimously.

Council Member Spell stated that the role of the Citizens Advisory Commission on Cable TV needs to be redefined. The Commission has gone through a lot of discussions on its role. It is crucial that they get revised guidance from the Council. The City is out of the franchising business, and the role needs to be updated if the Commission is to continue. He will put information in the Wednesday Notes to Council.

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to add the discussion regarding the Citizens Advisory Commission on Cable TV to the agenda. Motion carried unanimously.

COMMENTS FROM MAYOR AND CITY COUNCIL

Council Member Glover stated that she attended a meeting of the Steering Committee regarding All Inclusive Cities and National League of Cities Guidelines. She presented Assistant City Manager Thom Moton with a copy of a book regarding All Inclusive Cities. She reported that she had been asked to sit on a roundtable board on April 17 to discuss crime and youth violence. Captain C. J. Hardy will be attending with her.

Council Member Dunn stated that she attended the Spring Clean-Up at the Intergenerational Center, and it was a very nice affair with about 150 to 200 people in attendance. The Intergenerational Center has had free workshops. She thanked them for the work they are doing and the people in the community that shared and are participating.

Council Member Dunn thanked the Chief of Police for the things he is doing for community policing.

Council Member Craft informed the City Manager that Florida Gators Madness is enough.

Mayor Pro-Tem Council reported on the following:

- Alderman Worthington, who was on the Town Council of Winterville, passed away. He was very active in the North Carolina League of Municipalities, National League of Cities, and North Carolina Black Elected Municipal Officials. She expressed condolences to his family.
- Young people in the community participated in the Edgecombe County College Roundup the last Saturday in March.
- The Pitt County 4-H Council is having a talent show at 6:30.

- On Friday, the Shaw University Alumni Association will have its second annual luncheon to support the United Negro College Fund at Riverside Steak Bar.
- The General Assembly adopted Senate Joint Resolution 1557 apologizing for slavery on April 5.

Council Member Spell thanked Mayor Pro-Tem Council and Council Member Glover for going to the National League of Cities conference and bringing back information.

### CITY MANAGER'S REPORT

Mr. Merrill Flood, Director of Community Development reported that April 9-15 is CDBG Week and many activities are planned. There will be information sharing beginning on Wednesday on City employee programs. On Thursday, there will be an expo from 2:00 until 6:00 in the gallery area of City Hall, which will highlight lending programs, etc. On Friday, there will be a tour of the 45-block revitalization area to talk about projects and where funds have been spent in the community.

City Manager Bowers stated that on Friday, the Downtown ArtWalk will be conducted as a part of the PirateFest, and the City will be a part of the ArtWalk for the first time. He invited the Council Members to be hosts/hostesses to welcome people to City Hall from 6:00 until 9:00.

City Manager Bowers reported that April 23 is the third Council meeting this month. He proposed that it be the annual joint meeting with the Greenville Utilities Commissioners to receive a recommendation from the Joint City Council/Greenville Utilities Commission Pay and Benefits Committee. He recommended that the 2007 City Council Meeting Schedule be amended to change the location from the Council Chambers to the Greenville Utilities Commission Board Room and for it to be a joint meeting with the Greenville Utilities Commissioners.

Motion was made by Council Member Dunn and seconded by Council Member Spell that the 2007 City Council Meeting Schedule be amended to change the location of the April 23, 2007 meeting from the Council Chambers to the Greenville Utilities Commission Board Room and for it to be a joint meeting with the Greenville Utilities Commissioners. Motion carried unanimously.

City Manager Bowers stated that when the Council Chambers was relocated, the City donated the dais to the Town of Simpson. It has been installed and the Town of Simpson representatives are very appreciative and have invited the Council to attend a brief Simpson Town Board meeting where they will recognize the Council for donating the dais. May 21 would be the normal third meeting in May. He recommended canceling that meeting and the City Council attend the meeting in Simpson on May 21 at 7:00.

Motion was made by Council Member Dunn and seconded by Council Member Spell to cancel the May 21 meeting at 6:00 and to attend the Simpson Town Board meeting instead. Motion carried unanimously.

CLOSED SESSION

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to go into closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings. Motion carried unanimously.

RETURN TO OPEN SESSION

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

ADJOURN

Motion was made by Council Member Dunn and seconded by Council Member Spell to adjourn the meeting at 7:40 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC  
City Clerk

## MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC  
April 12, 2007

The Greenville City Council met in a regular meeting on the above date at 7:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Robert D. Parrott presiding. The meeting was called to order, followed by the invocation by Mayor Pro-Tem Council and the pledge of allegiance to the flag. The following were present.

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

### APPROVAL OF AGENDA

City Manager Bowers reminded the Council of the following changes to the agenda that were approved Monday night--addition of Little Willie Center lease to Item #14, presentation by Charles Ewen regarding a rental property registry as Item #17, and discussion of recommendations for the Citizens Advisory Commission on Cable TV as Item #18.

City Manager Bowers further reported that a request had been received to continue the Theraldine Forbes rezoning request (Item #3) until May 10, 2007.

Council Member Spell asked that the presentation by Charles Ewen be moved to the top of the agenda as he has a previous commitment.

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

### SPECIAL RECOGNITIONS

City Manager Bowers stated that the Art in City Hall Program is an effort between the City and Museum of Art Artists Association, where artists loan work to the City for four months at the time for display in City Hall. Citizens are invited to come uptown for the ArtWalk tomorrow night. A reception was held this evening for the artists that currently have work in City Hall. He recognized those artists by asking them to stand. He thanked the Museum of Art for the cooperative effort.

Mr. Bobby Durham was presented with a plaque upon his retirement with 29 years of service in the Fire/Rescue Department.

Mr. Danny Rollins was presented with a plaque upon his retirement with 20 years 9 months of service in the Fire/Rescue Department.

### APPOINTMENTS TO BOARDS AND COMMISSIONS

#### Affordable Housing Loan Committee

Council Member Glover asked that the replacement for Gloria Pearsall, who resigned, be continued to May 2007 or until she finds somebody from District #2 to serve.

#### Board of Adjustment

Motion was made by Council Member Spell and seconded by Council Member Dunn to elevate Scott Shook from Alternate #3 to Alternate #2, replacing Steven Estes, who resigned, to fill an unexpired term that expires June 2009, and to appoint Charles Ewen as Alternate #3 to fill an unexpired term that expires June 2007. Motion carried unanimously.

#### Citizens Advisory Commission on Cable Television

Council Member Spell asked that the replacement for Tim Hudson, who resigned, be continued until May 2007.

#### Community Appearance Commission

Motion was made by Council Member Dunn and seconded by Council Member Little to continue the position currently held by Edna Atkinson; to reappoint Noria Namaz for a second term to expire April 2010; to appoint Dana Coles to replace Janet Lyons, who did not wish to be reappointed, for a first term expiring April 2010; and to appoint Doreen Winston to replace L. Jean Palmer-Moloney, who resigned, to fill an unexpired term that expires April 2008. Motion carried unanimously.

#### Environmental Advisory Commission

Motion was made by Council Member Dunn and seconded by Mayor Pro-Tem Council to reappoint Jessica Christie and James Kenny for a second term to expire April 2010. Motion carried unanimously.

#### Pitt-Greenville Airport Authority

Motion was made by Council Member Craft and seconded by Council Member Little to appoint Jerry Powell to fill an unexpired term, expiring July 2008, replacing Richard Eakin, who resigned. Motion carried unanimously.

PRESENTATION BY CHARLES EWEN CONCERNING RENTAL PROPERTY REGISTRY

Mr. Charles Ewen proposed that the Council consider adopting a rental property registry since code enforcement is a great problem for rental properties. As one of the largest unregulated businesses in the City, property owners are unwilling or unable to police themselves as far as regulations go. A neighborhood registry would help with this. It is successful in Gainesville. The main component of the registry is annual or semiannual inspection of rental property to ensure that it complies with all codes. A fee would pay for the inspections. The City staff could work out the details with interested parties such as neighborhood residents and neighborhood owners. Having a registry would set out the rules and set mechanisms to enforce them. Currently it is difficult to enforce regulations such as not having more than three unrelated people in a dwelling unit. With a registry, renters will have recourse to landlords who fail to keep their property up to Code. Neighbors will have a better recourse on tenants. With the registry, landlords who comply will receive a seal of approval and can get better tenants. They will not have to compete with landlords who do not abide by the rules. This concept is supported by the Tar River Neighborhood Association, ECU and other associations.

Concerns expressed by Council Members Glover included the redundancy in this and what the Task Force on Neighborhoods and Housing recommended and the burden semi-annual inspections would put on City staff.

Mr. Ewen explained that the recommendation by the Task Force was a registry based on problems that had occurred. His recommendation is a more proactive step in that it regulates an unregulated business.

Council Member Spell stated that rental properties are a problem all over the city, particularly in Districts 1, 2 and 3. It will become more of a problem. There are many good landlords, and they need to be involved so that this becomes a benefit to them. This comprehensive approach suggested by Mr. Ewen gets ahead of the problem. If the City waits until it is a violation, the tenant may be living in a hazardous condition. There would be a fee to offset this. If the landlord doesn't live in Pitt County, he/she should have an agent that would be readily accessible. This process helps people who are responsible property owners. The City has a responsibility for the health of its citizens. The City needs to be deliberate and involve a lot of stakeholders. He would like to see staff recommend a framework for a process.

Council Member Dunn suggested that staff prepare a proposal for what Mr. Ewen is recommending and what the Task Force proposed and compare the two so that Council could look at it.

City Manager Bowers stated that would take a while; however, it can be done.

Council Member Craft stated that this is getting ahead of the recommendations of the Task Force. The City Council adopted the ten items, and this particular item is not the number one recommendation.

Council Member Little stated that he would like to know what kind of progress has been made with code enforcement. He wanted to see a comparison of the number of violations with

previous years. The Task Force recommendation was a violation type issue. If that doesn't work, it can be carried to another level. This wasn't one of the ten items on the Task Force's list. The Council needs to give staff the time and ability to get the code enforcement tracking system in place and have open discussion.

Motion was made by Council Member Glover and seconded by Council Member Craft to not move forward with the recommendation, to stick with the recommendations of the original task force.

After discussion, Council Member Little offered a substitute motion to take no action on the request tonight, but to allow staff to come back and give feedback on the tracking software. Council Member Glover and Council amended their motion and second to include that.

Council Member Dunn suggested having staff to come back in six months, and the other Council Members did not want to have a timeframe put on this.

The original motion made by Council Member Glover and seconded by Council Member Craft to take no action on the request tonight, but to allow staff to come back and give feedback on the tracking software, was then voted on and carried with a vote of 5:1. (Mayor Pro-Tem Council and Council Members Glover, Dunn, Craft and Little voted in favor of the motion. Council Member Spell voted in opposition.)

ORDINANCE, REQUESTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT, AS RECOMMENDED BY THE TASK FORCE ON PRESERVATION OF NEIGHBORHOODS AND HOUSING TO REZONE PROPERTY (EXCLUDING STREET RIGHTS-OF-WAY) LOCATED SOUTH OF FIRE TOWER ROAD, WEST OF DUDLEY'S GRANT TOWNHOMES, NORTH OF THE IRISH CREEK SUBDIVISION, AND EAST OF OLD TAR ROAD FROM R9 TO R9S (TRACT 1); IN THE AREA LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF SE GREENVILLE BOULEVARD, WEST OF THE BROOK VALLEY SUBDIVISION, AND ALONG THE NORTHERN RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILROAD FROM RA20, OR AND R9 TO R9S (TRACT 2) IN THE AREA LOCATED SOUTH OF GRENVILLE COUNTRY CLUB, WEST OF MEMORIAL DRIVE, NORTH OF GREENVILLE BOULEVARD, AND EAST OF TOBACCO ROAD FROM R6 TO R6S (TRACT 3); IN THE AREA LOCATED SOUTH OF STATON HOUSE ROAD, NORTHWEST OF BELVOIR HIGHWAY, AND EAST OF MT. PLEASANT CHURCH ROAD FROM RA20 AND R9 TO R9S (TRACT 4); AND IN THE AREA LOCATED ALONG THE SOUTHERN RIGHT OF WAY OF EAST TENTH STREET, WEST OF THE INTERSECTION OF EAST TENTH STREET AND PORT TERMINAL ROAD, NORTH OF THE NORFOLK SOUTHERN RAILROAD, AND EAST OF THE BROOK VALLEY SUBDIVISION FROM RA20 AND R6 TO R6S (TRACT 5) – ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on March 12, 19, 26 and April 2, 2007 setting this time, date and place for a public hearing to consider a request by the Community Development Department as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road

from R9 to R9S (Tract 1); in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20, OR and R9 to R9S (Tract 2); in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 to R6S (Tract 3); in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 and R9 to R9S Tract 4; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 and R6 to R6S (Tract 5).

Ms. Chantae Gooby, Planner, delineated the property on a map and explained that this rezoning request encompasses Treetops, Oakhurst, Eastwood, Summerfield and Countryside Estates neighborhoods that are in Voting Districts 1, 2, 4 and 5. Treetops contains 35.22 acres (89 single-family lots). Of those 89 lots, only two are rental (2%). In the Eastwood area, there are 190 single-family, 1 institutional, 3 recreational, and 11 vacant lots. Of those lots, 151 (79%) are owner occupied and 39 (21%) are rental. In the Oakhurst area, 34 lots are single family and four are vacant. Of those 34 lots, 4 (12%) are rental and 30 (88%) are owner-occupied. In the Summerfield area, there are 61 lots, one of which is vacant. Fifty-seven (93%) of the lots are owner-occupied, and four (7%) are rental. In Countryside Estates, there are 215 lots, one of which is a cemetery, seven of which are vacant, and 206 of which are single-family. There are 26 rental units (13%) and 180 owner-occupied units (87%). Ms. Gooby presented information on the current uses on and surrounding the properties. She concluded by stating that the goal of this rezoning is to provide an added measure of neighborhood stability and to demonstrate the City's commitment to single-family neighborhood preservation as part of a comprehensive housing revitalization strategy.

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

Mr. Edgar Wall stated that he is one of the owners of the property on Tenth Street in front of Oakhurst. He purchased the property from the original owner, who sold the property because the street was widened. He asked if the rezoning precluded any additional requests from any future or present owners to look at their property for any use, to which Ms. Gooby replied that the rezonings do not preclude any future rezonings.

Ms. Candy Smith, who lives in French Court, asked if notification was given in the mail and, if not, why.

Ms. Gooby replied that there were ½ page advertisements that ran in The Daily Reflector for four weeks, which is the required notification for neighborhoods that have more than 50 property owners.

Mayor Pro-Tem Council expressed concern about the homeowners not being notified individually.

Ms. Gooby informed the Council that this is the same process that has been used with the other single-family neighborhoods. Staff does notify people who live outside of the notice area and signs are also posted at entrances to subdivisions.

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

Motion was made by Council Member Craft and seconded by Council Member Dunn to adopt the ordinance rezoning 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 to R9S (Tract 1); in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20, OR and R9 to R9S (Tract 2); in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 to R6S (Tract 3); in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 and R9 to R9S Tract 4; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 and R6 to R6S (Tract 5). Motion carried unanimously. (Ordinance No. 07-44)

ORDINANCE REZONING DVML, LLC PROPERTY LOCATED SOUTH OF GREENVILLE BOULEVARD, WEST OF MEMORIAL DRIVE, NORTH OF THOMAS LANGSTON ROAD, AND EAST OF PROVIDENCE PLACE SUBDIVISION FROM R6A TO R6 - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on April 2 and 9, 2007 setting this time, date and place for a public hearing to consider a request by DVML, LLC to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205+ feet north of Thomas Langston Road, and 180± feet east of Providence Place Subdivision from R6A to R6. The Planning and Zoning Commission, at its March 20, 2007 meeting, voted to approve the request.

Ms. Chantae Gooby, Planner, delineated the property on a map and explained the request. She stated that the request is in general compliance with the Comprehensive Plan. The Future Land Use Plan Map recommends medium-density residential and the remaining western portion of the subject tract is to remain R6A, which would serve as the intended buffer between the commercial and medium density residential.

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

Mr. Mike Baldwin, representing David Vaughn and Mason Lilley, stated that this request went before the Planning and Zoning Commission a couple of months ago and was withdrawn. It was tweaked, incorporating comments made from the Planning and Zoning Commission and staff and then received unanimous approval from the Planning and Zoning Commission. The request meets the five criteria for granting a rezoning request. The residents in Providence Place, Section 3, have no problem with the request.

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

Motion was made by Council Member Glover and seconded by Mayor Pro-Tem Council to adopt the ordinance rezoning 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205+ feet north of Thomas Langston Road, and 180± feet east of Providence Place Subdivision from R6A to R6. Motion carried unanimously. (Ordinance No. 07- 45)

ORDINANCE REZONING TOMMIE L. LITTLE PROPERTY LOCATED SOUTH OF WESTHAVEN SUBDIVISION AND IMMEDIATELY SOUTH OF THE PROPOSED THOMAS LANGSTON ROAD EXTENSION, WEST OF THE RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD, NORTH OF FIRE TOWER ROAD AND EAST OF MEMORIAL DRIVE FROM R9S TO R6S – ADOPTED

City Manager Bowers reported that a notice of public hearing was published in The Daily Reflector on April 2 and 9, 2007 setting this time, date and place for a public hearing to consider a request by Tommie L. Little to rezone 14.306 acres located 580± feet south of Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, west of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S to R6S. The Planning and Zoning Commission, at its March 20, 2007 meeting, voted to approve the request.

Upon being asked by Council Member Little to be excused from voting on this issue because of a conflict of interest, motion was made by Council Member Spell and seconded by Council Member Dunn to excuse Council Member Little from voting on this issue. Motion carried unanimously.

Ms. Chantae Gooby, Planner, delineated the property on a map and explained the request. She stated that the request is in general compliance with the Comprehensive Plan.

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

Mr. Mike Baldwin, representing Tommie L. Little, stated that this request involves two portions of property bought from Mary Virginia Langston and Derek Dunn. This property will begin the transitional zoning.

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

Motion was made by Council Member Craft and seconded by Council Member Spell to adopt the ordinance rezoning 14.306 acres located 580± feet south of Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, west of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S to R6S. Motion carried unanimously. (Ordinance No. 07-46)

ORDINANCE ANNEXING DAVENCROFT, PHASE TWO, LOCATED EAST OF THOMAS LANGSTON ROAD AND WEST OF STERLING TRACE SUBDIVISION – ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on April 2, 2007 setting this time, date and place for a public hearing to consider a request by CCR Properties, LLC to annex Davencroft, Phase Two, containing 3.586 acres located east of Thomas Langston Road and west of Sterling Trace Subdivision. This is a contiguous annexation.

Mr. Mike Dail, Planner, delineated the property on a map and stated that the property is located in Voting District 5. The property is currently vacant and the proposed use is 24 single family dwellings. The current population is 0, and the anticipated population at full development is 56, with 18 being minority.

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

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Craft to adopt the ordinance annexing Davencroft, Phase Two, containing 3.586 acres located east of Thomas Langston Road and west of Sterling Trace Subdivision. Motion carried unanimously. (Ordinance No. 07-47)

ORDINANCE ANNEXING JAMES AND FREDELLA SMITH PROPERTY LOCATED WEST OF DUNBROOK DRIVE AND STERLING TRACE – ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on April 2, 2007 setting this time, date and place for a public hearing to consider a request by James E. Smith and Fredella B. Smith to annex 2.67 acres located west of Dunbrook Drive and Sterling Trace. This is a contiguous annexation.

Mr. Mike Dail, Planner, delineated the property on a map and stated that the property is located in Voting District 5. The property is currently vacant and the proposed use is a single family dwelling. The current population is 0, and the anticipated population at full development is 2, with 0 being minority.

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

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Little to adopt the ordinance annexing 2.67 acres located west of Dunbrook Drive and Sterling Trace. Motion carried unanimously. (Ordinance No. 07-48)

ORDINANCE (REQUESTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT)  
AMENDING THE HORIZON'S: GREENVILLE'S COMMUNITY PLAN TO  
INCORPORATE BY REFERENCE THE COLLEGE COURT AND COGHILL  
SUBDIVISIONS NEIGHBORHOOD REPORT AND PLAN - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on April 2 and 9, 2007 setting this time, date and place for a public hearing to consider an ordinance requested by the Community Development Department, to amend "Horizons: Greenville's Community Plan" to incorporate by reference the "College Court and Coghill Subdivisions Neighborhood Report and Plan".

Ms. Chantae Gooby, Planner, stated that this format will be used for neighborhood plans in the future. Once adopted, the individual report will be incorporated into the Comprehensive Plan. Adoption of this report and plan is a part of Strategy #9 of the Task Force of Neighborhoods and Housing, which is to develop and adopt neighborhood plans to guide public policy and investment decisions in older established neighborhoods. Also, included in the City Council Goals for 2006 and 2007 was to emphasize the importance of neighborhood stabilization and revitalization. Creation of the plan was a joint effort between the City and Greenville Utilities Commission. Surveys were mailed to every individual who was listed on the tax records as being a property owner and to each household. Thirty-eight percent of the owner surveys were returned. A neighborhood information meeting was held on February 7, 2007. The neighborhood plan projects are to be completed in accordance with the program schedule and funding availability. Ms. Gooby continued by stating that the goal of the College Court and Coghill Subdivisions Plan was to create, maintain and enhance a sustainable neighborhood. This can be done by identifying by analysis and citizen input, the strengths and weaknesses of neighborhood issues affecting sustainability and to create broad support for recommended improvement strategies. The City Council and City staff will take such actions as necessary for the support and implementation of the neighborhood plan as follows:

- City Council will amend Horizons: Greenville's Community Plan to incorporate the College Court and Coghill Subdivisions Report and Plan by reference.
- City staff will conduct a periodic review of the neighborhood report and plan, and the adopted implementation and improvement strategies to evaluate plan progress toward the goal of continued neighborhood sustainability.
- Completion of current City Council Goals (2006-2007), and future goals as may be adopted, in accordance with established schedules.
- City Council will consider creating a rental registration program as recommended by the Task Force on Preservation of Neighborhoods and Housing as per City Council 2006-2007 Goals and Objectives.
- City staff will investigate options for neighborhood identification signage to be located at neighborhood entrances including easement acquisition and/or in right-of-way location; increase neighborhood wide code enforcement efforts through the allocation of additional resources; develop a sidewalk improvement plan; prepare cost estimates and project

schedules for the Capital Improvement and implementation strategies included in this plan.

- City Council will utilize this plan to guide public policy and investment decisions within the College Court and Coghill neighborhood.

Ms. Gooby explained the implementation steps included in the Plan.

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

Mr. Edgar Wall addressed the Council and stated that it is his understanding that when the Council says it is amending the Horizons Comprehensive Plan that it wants to establish this in a citywide manner similar to what was done for the rezonings suggested by the Task Force on Neighborhoods and Housing.

City Manager Bowers stated that the Horizons Plan called for neighborhood plans to be developed, and this is the first one. Further neighborhoods will be added as the Council goes through, and they will be included in the overall comprehensive plan.

Upon being asked by Mr. Wall if it would require notification of the property owners, City Attorney Dave Holec responded that it is an amendment to the comprehensive plan, which is a guide. If it is rezoning or anything required by Statute to give notice, notice would be provided. This is a policy to be included in the Comprehensive Plan and does not require individual notice to property owners.

Council Member Little stated that there were surveys sent out. Residents would be notified about what they would like the plan to look like.

Council Member Dunn stated that this is a result of how the residents want the neighborhood to look. Some of the things cost money, and having it in the plan doesn't mean it will automatically happen.

Ms. Nancy Colville stated that she is neither in favor nor opposed to this. She questioned where the money is going to come from to take care of all the enhancements in all the neighborhoods. There are other priorities, such as police. She stated that she hoped the Council wouldn't vote on this tonight.

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

Council Member Glover questioned why this is the first one being looked at. There are some parts of the City in West Greenville where people have to walk in the streets because there are no sidewalks. The areas being discussed tonight have a good amount of sidewalks.

City Manager Bowers stated that the adopted Center City Revitalization Plan and West Greenville Revitalization Plan are not neighborhood plans; however, they address the two fairly compact areas that Council thought were the most prominent. There had to be a neighborhood that was first.

Council Member Little stated that when it comes to appropriating or coming forward with the enhancements, that would come back to City Council. It is not a problem for every neighborhood to have a vision statement.

Council Member Craft stated that citizens realize that everything cannot be done; however, they appreciated being a part of the process. It is something for them to work toward and dream for.

Council Member Dunn stated that one of the goals of this Council has been to improve and stabilize neighborhoods and to get people involved in their own neighborhood. This was a comprehensive way to allow people to do so.

Council Member Little asked for a copy of the text of the report, and he was informed that the Council would be sent one.

Motion was made by Council Member Dunn and seconded by Council Member Spell to adopt the ordinance amending The Horizon's: Greenville's Community Plan to incorporate by reference the College Court and Coghill Subdivisions Neighborhood Report and Plan. Motion carried unanimously. (Ordinance No. 07-49; Document No. 07-05)

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 210 PARIS AVENUE – ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on April 2 and 9, 2007 setting this time, date and place for a public hearing to consider an ordinance requiring the repair or the demolition and removal of the dwelling located at 210 Paris Avenue.

Mr. Merrill Flood, Director of Community Development, stated that the initial notice of violation informing the owner of minimum housing code violations and the repairs needed to bring the structure into compliance was sent to the property owner by certified mail on April 14, 1999. Six certified letters were mailed to the various owners of the property identifying the structural deficiencies and required compliance dates. Notices were mailed on January 31, 2002; November 29, 2004; December 14, 2004; August 24, 2006; January 26, 2007; and February 6, 2007. The current owner, Thompson Integrated Resources, purchased the property on August 6, 2006. Notice of violations were issued to the current property owner on August 24, 2006. The final findings of fact and order was issued by the Code Enforcement Officer on February 6, 2007. The current owner has received the mailed notices. Staff has attempted to work with the current owner, but no repairs have been made. The structure has been determined to be unsafe by the Code Enforcement Officer. A certified letter was sent on March 23, 2007 notifying the owner of the April 12, 2007 public hearing. The dwelling has been vacated and closed for a period of at least six months, and the utilities to the dwelling have been disconnected since September 15, 2002. The property taxes are current. The tax value on the property as of February 14, 2007 is \$9,060 (the building value is \$4,260 and the land value is \$4,800). The estimated costs to repair the dwelling are \$92,000. Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

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

Motion was made by Council Member Craft and seconded by Council Member Glover to adopt the ordinance requiring the repair or demolition and removal of the dwelling located at 210 Paris Avenue. Motion carried unanimously. (Ordinance No. 07-50)

SECOND READING OF ORDINANCE AMENDING ORDINANCE NUMBER 07-17 GRANTING A TAXICAB FRANCHISE TO JAMES E. SHERMAN D/B/A DICK'S CAB COMPANY BY INCREASING THE NUMBER OF TAXICABS - ADOPTED

City Manager Bowers stated that notice of public hearing was advertised in The Daily Reflector on April 2, 2007 setting this time, date and place for a public hearing and second reading of an ordinance amendment granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company to permit the operation within the City of Greenville of three additional taxicabs, for a total of not more than six taxicabs. The first reading of the ordinance was on April 9, 2007. Notices were mailed to all taxicab and limousine franchises on March 27, 2007. Staff recommends approval of the request.

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

Mr. James Sherman, owner of Dick's Cab, stated that he has three experienced drivers that want to drive for him. He needs three additional spots so that he can put them to work.

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

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Dunn to adopt the ordinance amending Ordinance Number 07-17 granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company by increasing the number of taxicabs by three, to not more than six. Motion carried unanimously. (Ordinance No. 07-51)

RESOLUTION ASSIGNING PROPERTY TO ECONOMIC DEVELOPMENT AND AUTHORIZING THE SALE OF REAL PROPERTY FOR ECONOMIC DEVELOPMENT – ADOPTED

City Attorney Holec stated that in January 2003, the City acquired the property located on Greenville Boulevard near the Greenville Convention Center upon which a Pizza Hut restaurant was located at that time and upon which another restaurant is now located. The lease for the property expires on December 31, 2007. In order to enhance the Greenville Convention Center campus, negotiations have been ongoing with Greenville Prime Investors II, LLC relating to the construction of a hotel on a site which consists of this property and an additional acre of the Convention Center property. The existence of the hotel in close proximity to the Convention Center will enhance the ability of the Center to attract and accommodate conventions. It will also increase the amount of hotel occupancy tax which is collected in the City and used to promote travel and tourism and to increase the use of lodging facilities by attracting tourists or business travelers. It will also create additional job opportunities. Additionally, revenues

generated by the sale will be available to build replacement parking and additional parking on the Convention Center site. Greenville Prime Investors II, LLC is a North Carolina limited liability company which has Thomas J. Glennon as the managing member. Mr. Glennon is also the manager of the limited liability company which owns and operates the Hilton in Greenville and of the limited liability company which operates the Greenville Convention Center on behalf of the City. Negotiations have occurred with this company having Mr. Glennon as a principal since the City has had excellent experience with Exhibit Hall Managers with its operation of the Convention Center and since the Hilton in Greenville is a first-rate operation. Additionally, because of the interdependence on each of the businesses which comprise the Convention Center campus, there is a built-in extra incentive for the new hotel to be operated in a manner which complements and enhances the other components of the campus. A tentative agreement has been reached which will result in the construction of a 100 room hotel on the site. The hotel will be a Hampton Inn franchise, which is part of the Hilton Corporation, or a similar quality hotel franchise.

Mr. John Van Coutren stated that in the mid-1990s, KPMG Pete Marwick compiled a study for the development of a convention center in Greenville. The study proposed that the City move forward with the construction of the convention center with expansion capabilities. It cautioned on the need for more upscale properties and more in close proximity of the center. The City of Greenville and the Hilton negotiated partnership for the convention center where the City will build and own and a Hilton associate company manages. The Hilton promised to build a new 100-room hotel when the market allows. Per the KPMG study, it was suggested that the proximity of the hotel to the meeting site was the primary concern of survey respondents. In 2001 the Hilton committed to spend \$6 million to add an additional 20,000 square feet of meeting and pre-function space and to upscale guest rooms and property per the KPMG study suggestions. In May 2002, the Hilton associate company, EHM, opened the convention center, which immediately began attracting conference, consumer, entertainment, social and community events. The Greenville Convention Center has made a significant positive economic impact on the Greenville market, with the event days increasing from 165 in RY 2002-2003 to 236 in FY 2005-2006. Many organizations need additional rooms on the convention center campus with multiple price points for the City to host their event. Mr. Van Coutren concluded by stating that the additional 100-room hotel would aid in the achievement of the KPMG goals, as has the operational partnership with the City, the expansion and continual upgrades to the Hilton, the connected covered walkway from the City Hotel and Bistro to the Hilton and from the Hilton to the convention center, and the City Hotel and Bistro's ongoing renovations. The Hilton family has been here since the vision of the convention center and has committed to construct the property to have it operational by the October 2009 North Carolina League of Municipalities Conference. The next step to achieving the goals set by the KPMG Pete Marwick study to be a competitive convention destination is to move forward with an additional 100 room branded hotel to the Greenville Convention Center campus.

City Attorney Holec stated that the City is authorized to convey by private negotiation real property for an economic development purpose. A public hearing is required to be held and then Council is to approve a resolution which assigns the property to economic development and a resolution which authorizes the sale of the property for economic development. In the resolution, Council is to determine the fair market value of the property being conveyed

(\$925,350 based upon an appraisal) and the probable hourly wage to be paid to workers by the business to be located at the property (\$12.00 based upon a letter from Thomas Glennon).

City Attorney Holec stated that the money generated from the property is required to be designated for use with the convention center. The purchase of the property was financed by motel tax proceeds, and the proceeds from the sale have to be used for that purpose. There may be some additional parking for the convention center site and there may need to be an expansion to the convention center at some point, also.

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

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to adopt the resolution assigning property to economic development and the resolution authorizing the sale of real property for economic development. Motion carried unanimously. (Resolution Nos. 07-23 and 07-24)

#### PUBLIC COMMENT PERIOD

Mr. Rodney White of 3003 Ellsworth Drive stated that the past 30 days have been difficult because of the misinformation from the North Carolina Department of Transportation, changing the name of Martin Luther King, Jr. Drive to Fifth Street, and the comments made at the Council meeting on March 8. The result of the name change is a moot point. Mr. White expressed that he became outraged when Council Member Craft stated that “we didn’t have sense enough to do anything” and that expressed his true feelings. Mr. White stated that the black community deserves an apology. He expressed that their presence tonight shows they are serious to make this happen.

Mr. Michael Dixon of the Pitt County School Board, read the following statement on behalf of the Pitt County Black Legislators Caucus, which consists of Mayor Pro-Tem Mildred Council, Council Member Rose Glover, Pitt County Commissioner David Hammond, Pitt County Commissioner Melvin McLawhorn, Pitt County School Board Member Ralph Love, and Pitt County School Board Member Michael Dixon.

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We the elected African American leaders of the Greenville City Council, Pitt County Commissioners and Pitt County School Board come united to issue this joint statement on behalf of the Pitt County Black Legislators Caucus.

We stand united for the African American citizens of Greenville and Pitt County but especially for the people of West Greenville at this time. We also stand with our sisters who serve on the Greenville City Council, Mayor Pro-Tem Mildred Council and Councilwoman Rose Glover.

On March 8, 2007, the Greenville City Council voted 4 to 2 to remove the name of Dr. Martin Luther King Jr. from its present street. We respect the democratic process but not the disrespect

and the negative connotations reflected upon the citizens of West Greenville, especially the residents of MLK Drive and the name calling of our representatives on the city council.

Our mayor, Don Parrott, who is the leader of our city sat and did nothing as the people of West Greenville were attacked verbally by a member of the city council. Not once did our mayor refute the comments or negative descriptions that were made about the city that he governs.

We also stand to call attention to the atmosphere of the meeting and lack of control by the mayor to maintain order. He allowed verbal attacks on our community, our representatives and at no time offered an apology to our representatives or our community.

We will no longer stand by and listen to the verbal destruction of the people we represent whether white, brown or the black community.

We are calling for an apology and assurance from Mr. Craft that he is sensitive to all of the citizens of Greenville including the West Greenville Black Community. Mr. Mayor, we also are calling for an apology from you on the insensitive (sic) that was cast on our community.

This is a notice to all elected boards and commissions that this behavior will not be tolerated by the Pitt County African American Elected Officials. We have been elected by our communities to speak to their concerns and be a powerful and strong voice.

Mr. Mayor, please do not take this as a threat but a very strong recommendation to act quickly to resolve this matter.

The people are restless and are waiting for a response. We will continue to meet and monitor this situation with our community. We stand together united as one, but most of all we stand for the people we represent as elected officials.

“COPY”

County Commissioner Melvin McLawhorn stated that Commissioner David Hammond and Pitt County School Board Member Ralph Love support this statement.

Minister Reverend Muhammad stated that it is a sad thing for the citizens to observe the people who are supposed to be the professionals and people who are the stewards of the City. Council Member Glover represents mothers, sisters, nieces, and daughters. For another man to make a statement like Council Member Craft did needs to apologize. The Mayor needs to monitor this better. To say that black people have no intelligence is offensive. Black people are the mothers and fathers of civilization.

Mr. Edgar Wall stated that these issues are important; however, there are other issues equally as important. He commended the Council for working together after having had difficult times. He stated that a large percentage of tonight's meeting was taken up with concern for the preservation and stability of neighborhoods. A lot of concerned individuals have spoken and a lot of energy has been spent inside and outside the Chambers. One of the things that the rental property issue is going to bring to light is that with the growth of Greenville, the City is going to need to

address not only existing rental property but new rental properties, as well, and the impact it has on the community. He encouraged the Council to include as many people as possible.

Mr. Ozie Hall, speaking as Co-Chair of the local organizing committee for black leadership and the community roundtable, stated that he has been working on a Pitt County Leadership Plan, which calls for black people to organize to work on economic development for the community and City of Greenville. It calls for improvement in housing and education in Pitt County. The neighborhood is proposed to be revitalized, and the original plan would have displaced 3500 people and destroyed the black businesses and jobs of black people. had the City not decided to sit down with the community, negotiate and come up with a plan that was acceptable to everybody. They can move forward and have progress or go backwards and have chaos. They need to work together and have respect for each other and make mutual progress. In order for that to happen, there has to be respect for the black elected officials and the black community. The community is hurting and wants an apology for the tempers and emotions. The community is asking for an opportunity to work together to make mutual progress so that all citizens can make progress. Mr. Hall concluded by stating that if the Council looks deep in its heart and takes to heart how other people feel, it will see the need to make an apology and move forward.

Mr. Edward S. Jones, Jr., a tractor trailer truck driver and announcer, stated that he stays in contact with his city and community. He learned of the anti-affirmative action bake sale held on the ECU campus. It is one thing to protest things, but it was insensitive and an insult to every African American on the planet Earth. This is what they have been faced with throughout history. It is totally unacceptable for these things to happen in a progressive city. There needs to be an apology from the head of East Carolina University, and the Council should give assurance that there will be no reoccurrence of this type of insult. An institute of higher learning should know better. Mr. Jones informed the Mayor that he would appreciate hearing his thoughts and comments concerning this issue. Mr. Jones will be hosting a show tomorrow morning about the issue.

Ms. Nancy Colville stated that they must be talking about two different meetings. What she is hearing is not what she saw and heard on March 8 and no apology is in order. If there are any apologies to be made, they should be made to the University and people of Greenville for the names called by Council Member Glover. The citizens had to listen for 2.5 hours to comments about slavery in the 1700s, East Carolina University not being a good university, not hiring enough minorities to suit her, etc. Council Member Craft was attacked and he responded. Council Member Glover has, in the past, shouted to Ms. Colville that she had no business here because she was an immigrant. Ms. Colville concluded by suggesting that the Council adopt a rule of procedure so that people cannot use their seat for a political agenda. The business to be conducted is the business of the entire city, not just one side. Everyone needs to respect each other. Respect is earned, not demanded.

Mr. Don Cavellini stated that he believed the Council needed to be censured for what happened on March 8. Council Members cannot call people "bald-faced liars" and get away with it. The community needs healing, and it doesn't happen with a simple apology.

Ms. Mary Williams stated that it is time to embrace one another. She went to work at East Carolina University in 1970, worked there for almost 30 years, and made a salary just above

poverty to support her two children. She served on the Pitt County Board of Education for six years and had to move three times while she was on it. The community supported her family and hid them for three months. These are crucial times and she still feels threatened. She asked that the Council learn to embrace as they go about trying to show respect.

Mr. Lamont Lowery stated that as a black man in this community who is a part of a generation that is supposed to be about change and communities coming together, when a statement about “you people” is made, it does something to him. He suggested continuing teaching that the way one says things is important. Young people should be taught that there should be equality for all people. This community can go forward, and he plans to be a part of this community.

Mayor Parrott thanked everyone for their comments and for giving their opinions. People need to respect each other. He invited everyone to come back and express their feelings.

RESOLUTION APPROVING EXCHANGE OF PROPERTY WITH JARVIS MEMORIAL UNITED METHODIST CHURCH AND THE AGREEMENT RELATING TO SAID EXCHANGE AND THE CITY OF GREENVILLE/JARVIS MEMORIAL UNITED METHODIST CHURCH DEVELOPMENT PROJECT

City Manager Bowers stated that City and Jarvis United Methodist Church representatives have been discussing the exchange of property for several months. Jarvis has acquired the Taft Furniture property, and it is their desire to expand the church in its current location and to reroute traffic to facilitate that expansion. The exchange of property involves the City conveying the property located at the northeastern corner of the intersection of Dickinson Avenue/Washington Street and Sixth Street, consisting of 8,355 square feet, more or less, and having a value of \$345,225 along with a payment of \$1,353,555. The City will receive the property located at the southwestern corner of the intersection of Evans Street and Sixth Street consisting of 17,539 square feet and having a value of \$777,680 and two tracts located at the northeastern corner of the intersection of Reade Circle and Dickinson Avenue/Washington Street consisting of 11,241 and 12,059 square feet and having a value of \$424,235 and \$496,865. The source of funding will be the Center City Revitalization bonds.

Upon being asked about the concerns about the future site of the parking deck being on Sixth Street, City Manager Bowers stated that there was some concern that at that location it would have a negative impact on the Center City focal point. Currently that focal point is a surface parking lot used occasionally for things such as Freeboot Friday. This would make a bigger footprint but would give the ability to retain a space where there could be a civic park. It would be an opportunity for green space. There are no current plans for a parking garage at this location. A private investment that would generate the need is what is being waited for, and this is an opportunity to acquire the property in the event it is needed at a later date. To address the concern, people need to know that it can be built and the gathering place still retained.

Council Member Little stated that this allows the opportunity to have permanent parking for the library with an opportunity for expansion. There are currently no guarantees for parking in the future. This exchange creates a green area at the intersection. He asked if there will be any parking along the portion in front of the new City Hall.

City Manager Bowers replied that there will be some on-street parking on Washington Street between the Humber House and Municipal Building for people using City Hall or the Municipal Building. Until there is a need for the parking deck, there will still be parking.

Motion was made by Council Member Craft and seconded by Council Member Spell to adopt the resolution approving exchange of property with Jarvis Memorial United Methodist Church and the agreement relating to said exchange and the City of Greenville/Jarvis Memorial United Methodist Church Development Project. Motion carried unanimously. (Resolution No. 07-25; Contract No. 1584)

OFFER BY MAGDY TAHA AND ENJI ABDO TO PURCHASE PROPERTY IDENTIFIED AS THE OLD PEPSI PLANT AND PROPERTY – APPROVED

City Attorney Holec reminded the Council that on March 8, it approved a resolution authorizing the sale of the Old Pepsi Plant and property by negotiated offer, advertisement and upset bid method with the offer of Magdy Taha and Enji Abdo. A Notice of the Offer and Request for Upset Bids was published on March 19, 2007, and no upset bids were received by the deadline for submittal. Council now has the authority to accept or reject the offer. Magdy Taha and Enji Abdo are the owner/operators of Mack’s Warehouse located at 1901 Dickinson Avenue, and they have offered to purchase the City property for \$275,000. They desire to use the building and property to operate their current business, Mack’s Warehouse, which is a retail establishment offering an array of products ranging from building supplies to furniture. The offer provides that the City will be responsible for the demolition of the portion of the Old Pepsi Plant adjacent to Skinner Street. The offer contains a condition which would allow the purchaser to back out of the sale if not fulfilled within a specified period after the City decides to accept the offer. The condition is that “An amendment is approved to the City’s Zoning Ordinance which would rezone the property to the CDF district (thereby allowing a retail sales operation in the existing facility)”. Currently, property adjacent to the Old Pepsi Plant, along Skinner Street and Dickinson Avenue, is located in the CDF district, which allows for retail sales, while the Old Pepsi Plant property is in an Unoffensive Industry zoning district that does not allow retail sales. It is acceptable that such a condition be placed on the sale, but having the condition in place does not bind City Council to approve the amendment when the purchasers pursue the amendment.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Dunn to approve the offer by Magdy Taha and Enji Abdo to purchase property identified as the Old Pepsi Plant and property. Motion carried unanimously. (Contract No. 1585)

AGREEMENT WITH PITT COMMUNITY COLLEGE AND THE LITTLE WILLIE CENTER TO LEASE A PORTION OF THE INTERGENERATIONAL CENTER – APPROVED

City Manager Bowers informed the Council that the agreements with Pitt Community College and the Little Willie Center to lease a portion of the Intergenerational Center are similar and are both three-year leases. Pitt Community College will be offering such programs as continuing education programs and JobLink expansion. The Little Willie Center would continue to expand their operations. Neither of these involve any lease payment; however, the agreement would be that the lessees would pay utilities, janitorial services, and take care of minor repairs. Major repairs over \$500 would be split between the City and lessee. The agreement with East Carolina

University for supervision of this complex requires that East Carolina sign off on any tenants that the City enters into an agreement with. The City has received a letter of endorsement of these two groups from East Carolina. Approval of both agreements is recommended.

Council Member Glover stated that she and Mayor Pro-Tem Council have been talking to groups about the name of the Intergenerational Center.

Motion was made by Council Member Glover and seconded by Mayor Pro-Tem Council to instruct staff to begin working on the naming of the Intergenerational Center for Lucille W. Gorham. Motion carried unanimously.

Motion was made by Council Member Glover and seconded by Council Member Spell to approve the agreements with Pitt Community College and the Little Willie Center to lease a portion of the Intergenerational Center. Motion carried unanimously. (Contract Nos. 1586 and 1587)

LEASE RENEWAL WITH WEST GREENVILLE REGIONAL RESOURCES, INC. FOR A PORTION OF THE C.M. EPPES RECREATION CENTER – APPROVED

City Manager Bowers stated that the current lease with West Greenville Regional Resources, Inc. expires on April 14. The City Attorney has had contact with representatives of West Greenville Regional Resources.

City Attorney Holec informed the Council that this is a lease with a one-year term for a portion of the Eppes Center that expires in April each year and may be renewed for an additional year. As part of the process, the West Greenville Regional Resources Center provides an activities report. The lease is the same as it has been in previous years. There is the use of the building the same as it has been in previous years. West Greenville Regional Resources Center is able to use equipment, tables and chairs and similar equipment. They accept the premises in the condition they exist. The City is responsible for the walls and roof of the building and the lessee is responsible for utilities. They have to provide a \$1 million insurance policy. The item before the Council tonight is whether to extend this for one year.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Glover to extend the lease for one year.

Upon being asked the status of the potential use of the property by the Police Department for the PAL (Police Athletic League) program and how that impacts on the programs offered by the West Greenville Regional Resources Center, City Manager Bowers replied that it is proposed for the same area. It is hoped that they can take over the program already there and expand it by changing it to become part of the PAL activity. There have been discussions concerning the availability of this particular part of the center. The memo he sent out explains how staff would continue to work with West Greenville Regional Resources Center to try to work out joint use of the facilities, and those discussions have been ongoing. If this building is not available for the PAL program, the City will have to look for another site. At this point, there is no agreement on joint use.

Mr. Ozie Hall, Director of West Greenville Regional Resources Center, explained how he started having dialogue more than a month ago with Chief Anderson, and they have not come to a final resolution. The pilot program being proposed is a good idea; however, there may be logistical programs. He asked for information on the timing of applying for funding and when the PAL program would actually be in place. Mr. Hall expressed concern about his program being cut off in midstream with no notice. He suggested that the agreement be renewed for another year and that he continue to work with the Chief on how the programs could work together. Mr. Hall expressed concern about students from the Black Student Union at East Carolina University having to provide the volunteer hours and supplies for the program currently in place. The person who has been in charge is graduating in May. The afterschool program needs help and West Greenville Regional Resources would like the help of the Police Department. They are still in a position that they don't want to surrender the lease. They have been working with the Pitt County Coalition for Educating Black Children, and many others in the community. If the lease can be renewed, they have no problem working with Chief Anderson. If the Police Department receives the PAL grant, they can then see how to make the transition.

Upon being asked about the staffing issues, Mr. Hall stated that they have had staffing issues for four years. They have encouraged the minority young people to give back to the community by working with the afterschool programs. They have other volunteers that could come in and keep the program going. They are trying to do positive things for youth in the community.

Chief Anderson was asked to give his perspective, and he reported that the Black Student Union at East Carolina University and West Greenville Regional Resources Center have done a commendable job in running the afterschool program. One of the goals of the City Council is to provide a safe community. The goal of the Police Department is not to work in conflict with the Black Student Union or the West Greenville Regional Resources Center, but to work in partnership in developing a PAL program at this location. West Greenville Regional Resources Center has done a great job with limited resources and staffing. Being a part of PAL would help qualify the Police Department for funding. That does not preclude them from beginning the program early. He can work with the Black Student Union and West Greenville Regional Resources Center with a main focus on education, tutoring, social and athletics. He is looking at summer and spring break programs. The PAL program is a youth crime prevention program designed to create trust between athletics and police. The Police Department has begun that process by doing such things as having youth dances at the South Greenville gym. They have already had six, with the average participation being 200 students. He sees this as a continuation of what the Black Student Union and West Greenville Regional Resources are already doing. This is a partnership between them, East Carolina, and the Recreation and Parks Department.

Upon being asked if it mattered if the lease is renewed in terms of Police Department's operation, Chief Anderson responded that the Police Department would work with them.

Council Member Glover expressed concern about the transition period. She stated that there is no reason why the PAL program and West Greenville Regional Resources cannot begin working together now. She wants it to be seen as a collaborative effort with the community and West Greenville Regional Resources Center. The Council can go ahead and renew the lease and have persons from the Police Department working with them now so that it will be a smooth and agreeable transition. They aren't saying they don't want the PAL program. They don't want to

see it go anywhere else but there and they want to see how it will work with West Greenville Resources Center. It would be wonderful if both programs could work together.

Chief Anderson stated that part of the discussion was that West Greenville Regional Resources Center would move into one of the adjacent classrooms, and the Police Department would go where West Greenville Regional Resources is now, because they can upgrade and provide resources. The Police Department would still work with the Black Student Union and other volunteers to continue the activities that are carried on now.

City Manager Bowers stated that the Chief talked about partnerships and that being the cornerstone of successful community policing. When people in the community say there is a hostile takeover of a community program, that is not how the City wants to building community policing. A program without strong community support would be difficult to do. Mr. Hall said he would be comfortable to change the lease to take out the renewal so it wouldn't be assumed. City Manager Bowers stated that his recommendation is to make the change and renew it for a year to provide the opportunity to build those relationships. The City can only move it as fast as the community can absorb the change.

Mayor Pro-Tem Council amended her original motion to approve the contract with the removal of the language about renewal after the one year term. Council Member Glover amended her second, and the motion carried unanimously.

Upon being asked if the budget includes the funding for the PALS program, City Manager Bowers replied that if the program starts this year, which is unlikely, the Council will have to vote to take the funds out of contingency.

Council Member Glover stated that if the lease is renewed, the City will not have the funding. She asked if those funds would be pulled if the Police Chief and West Greenville Regional Resources Center work together and have a smooth transition.

City Manager Bowers stated that there hasn't been any funding appropriated yet. His recommendation would be to take the money for the rest of this fiscal year from contingency. All these issues may not be worked out by April 30, and then the contingency funds would not be needed. Discussion can occur next month as part of the budget process regarding the programs that start in August.

Mayor Pro-Tem Council asked what implications Mr. Hall sees and how it will impact the community.

Mr. Hall responded that he hopes the Council will give the Chief some money. The Police Department can send somebody down to start participating in the program and provide some resources to provide some stipend to the students. That would help build the relationship. Depending on how quickly the transition takes, they may not go a year before the Chief can come in. It may be that West Greenville Regional Resources Center can reduce its space and expand the Police Department's. One of the big issues they have is resource problems. If the Police Department had some resources available that could be used for participation in the afterschool program as part of the transition, that would be welcomed.

Mayor Pro-Tem Council stated that if they are going to be true partners, this would be an opportune time to start the summer program with the two groups working hand in hand, with the Police Department not moving into the building, to see how the partnership will be. The board members are concerned about being left within a home. This may be an opportune time to create that partnership. It is not right for anyone to come in and take over.

Mayor Parrott suggested that Chief Anderson, Mr. Hall and the City Manager work together on this.

Upon being told by Mr. Hall that the perception is that the Council will take away the Chief's money, Mr. Craft stated that this Council is on record as supporting the Police Chief. The Chief has outlined what he plans to do and he is fulfilling that.

Council Member Little encouraged trying to meet the April 30 deadline so they can start the programs.

City Manager Bowers suggested that the City Council could approve \$13,000 in contingency that could be used until the end of this fiscal year.

Motion was made by Council Member Spell and seconded by Council Member Craft to use \$13,000 in contingency to have the summer program for kids. The City Manager, Chief Spell and Mr. Hall will work out the logistics and see how it will be implemented. Motion carried unanimously.

ORDINANCE AMENDMENT #8 TO THE 2006-2007 CITY OF GREENVILLE BUDGET – ADOPTED

City Manager Bowers stated that the ordinance presented to Council will need to be amended to include the change the Council just made, which was for \$13,000 for the summer program for kids.

Motion was made by Council Member Little and seconded by Mayor Pro-Tem Council to adopt budget ordinance amendment #8 to the 2006-2007 City of Greenville Budget, with the inclusion of \$13,000 for the youth summer program. Motion carried unanimously. (Ordinance No. 07-52)

DISCUSSION OF RECOMMENDATION FROM THE CITIZENS ADVISORY COMMISSION ON CABLE TV

The consensus of the Council was to postpone this item until May 2007.

COMMENTS FROM MAYOR AND CITY COUNCIL

Council Member Little stated that on April 22 from 2:00 until 4:00 p.m., the Friends of Greenville Greenways (FROGGS) will be hosting an event and encourages the citizens to come out and enjoy the greenway system.

Council Member Spell reported on the events taking place this weekend in Greenville—Piratefest, International Festival, Buccaneer Bash, and the Pigskin Pigout.

Mayor Pro-Tem Council reported on events that will be taking place on April 13--the ArtWalk from 6:00 p.m. until 9:00 p.m.; the Breakfast with Congressman Jones from 8:00 until 9:30 a.m.; the tour of the West Greenville revitalization area from 10:00 until 12:00; and the Shaw University Alumni annual fundraiser for the United Negro College Fund at 11:30 a.m. She thanked everyone for their support.

Council Member Council expressed condolences to the families of Nick Glennon and Jack Edwards, who passed away.

Council Member Dunn stated that she hoped everyone read the article about the ground breaking for the Sarah Vaughn Fields of Dreams. She congratulated 350 Pitt County seniors for their participation in the Senior Games. She congratulated Bill Finch, who is 95 and still participating in running categories.

Council Member Glover stated that the Police Community Relations Committee will hold its Town Hall meeting in District 2 at Sycamore Hill Church on Hooker Road on April 24. These meetings have been well attended, and the breakout sessions are good.

Council Member Glover thanked everyone for coming out to support Mayor Pro-Tem Council and her. She stated that people need to be sensitive to the needs and feelings of all communities. She suggested that maybe the Council needs to have some diversity sessions. She doesn't hold hard feelings and is willing to talk to anyone, because that is how people get to know each other, with conversation and being with each other.

#### CITY MANAGER'S REPORT

City Manager Bowers stated that the ArtWalk being held tomorrow from 6:00 until 9:00 p.m. will include City Hall. He asked for volunteers from the Council to serve as hosts.

#### ADJOURN

Motion was made by Council Member Spell and seconded by Council Member Craft to adjourn the meeting at 10:40 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

**Title of Item:** Resolution of intent to close a portion of South Washington Street to Dickinson Avenue, a portion of West Sixth Street from South Washington Street to Evans Street, and Dickinson Avenue from South Washington Street to Reade Circle

**Explanation:** Attached for City Council's consideration is a resolution of intent to close a portion of South Washington Street from a point approximately 140.5 feet south of Martin Luther King, Jr. Drive to its intersection with Dickinson Avenue, a distance of approximately 160 feet. The resolution identifies a portion of West Sixth Street to be closed beginning at its intersection with South Washington Street to its intersection with Evans Street, a distance of approximately 305 feet. The resolution also identifies a portion of Dickinson Avenue from its intersection with Reade Circle, a distance of approximately 361 feet. The attached map illustrates the segments of roadways requested to be closed.

The Jarvis Memorial United Methodist Church has purchased the old Taft Furniture building with the intent of expanding their campus. To facilitate this expansion, church representatives have been working with City staff to close portions of South Washington Street, West Sixth Street, and Dickinson Avenue which will make contiguous the original church property with the Taft property. In order to maintain traffic movement in this area, the Church and the City have agreed to share in the cost of constructing a new road that will extend Dickinson Avenue from Reade Circle to Evans Street just north of the Sheppard Memorial Library.

City staff has reviewed the proposed closings with Church representatives as a part of the land transfers agreed to by City Council in April. The proposed closures of the sections of South Washington Street, West Sixth Street, and Dickinson Avenue are appropriate and will not cause any disruptions to the traveling public with the construction of the new road. This will also allow for the future redevelopment of this area by Jarvis Church and the City.

Adoption of the resolution of intent to close these portions of South Washington Street, West Sixth Street, and Dickinson Avenue begins the public input process. This notice will be advertised in The Daily Reflector on four consecutive weeks.

Signs advertising the public hearing will also be posted at the location of the proposed closing. City Council will hold a public hearing on June 14, 2007 to hear from affected persons and to consider closing the streets.

**Fiscal Note:**

The City will no longer be responsible for the maintenance of this portion of South Washington Street, West Sixth Street, and Dickinson Avenue. There will be no significant fiscal impact to the City.

**Recommendation:**

City Council adopt the resolution of intent to close the portions of South Washington Street, West Sixth Street, and Dickinson Avenue.

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**Attachments / click to download**

 [Washington Street](#)

 [Street Closing Resolution of Intent Dickinson, Washington, W Sixth](#)

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**RESOLUTION NO. 07-**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE**  
**DECLARING ITS INTENT TO CLOSE PORTIONS OF**  
**S. WASHINGTON STREET, W. SIXTH STREET AND DICKINSON AVENUE**

WHEREAS, the City Council intends to close portions of S. Washington Street, W. Sixth Street and Dickinson Avenue, in accordance with the provisions of G.S. 160A-299;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, that it is the intent of the City Council to close a portion of said streets, more particularly described as follows:

Being a portion of S. Washington Street starting at a point 140.5 feet from the southern right of way of Martin Luther King, Jr. Drive to its intersection with Dickinson Avenue; and a portion of W. Sixth Street starting at the intersection with Evans Street running to the intersection with S. Washington Street; and a portion of Dickinson Avenue starting at the intersection with the northeastern right of way Reade Circle to its intersection with W. Sixth Street being more particularly described as follows:

Beginning at an "X chiseled in the concrete sidewalk and being in the eastern right of way of S. Washington Street (49.5' right of way), and being the common corner between the City of Greenville and State of North Carolina properties, with said point being about 140.5 feet south of the intersection of the southern right of way of Martin Luther King, Jr. Drive with the eastern right of way of S. Washington Street; thence from said located beginning point and running along the eastern right of way of S. Washington Street, about 61 feet, to a point in the intersection with the northern right of way of W. Sixth Street; thence running along the northern right of way of W. Sixth Street (51' right of way), about 284 feet, to a point in the western right of way of Evans Street; thence crossing the right of way of W. Sixth Street, about 52 feet, to the intersection of the western right of way of Evans Street with the southern right of way of W. Sixth Street; thence running along the southern right of way of W. Sixth Street, about 213 feet, to the intersection with the southeastern right of way of Dickinson Avenue; thence running along the southeastern right of way of Dickinson Avenue (70' right of way), about 360 feet, to a point in the curved eastern right of way of Reade Circle; thence crossing the right of way of Dickinson Avenue, about 70 feet, to the intersection of the eastern right of way of Reade Circle with the northwestern right of way of Dickinson Avenue; thence running along the northwestern right of way of Dickinson Avenue, about 261 feet, to the intersection with the western right of way of S. Washington Street; thence running along the western right of way of S. Washington Street, about 132 feet, to a point; thence crossing the right of way of S. Washington Street along a perpendicular line to the western right of way, about 49.5 feet, to the point of BEGINNING and containing about 0.98 acres. The City reserves and excepts from this closing any portion of Dickinson Avenue at or near Reade Circle that will

be required for the future construction and maintenance of the new connector street from Reade Circle to Evans Street.

BE IT FURTHER RESOLVED, that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 14<sup>th</sup> day of June, 2007 at 7:00 p.m., to consider the advisability of closing the aforesaid streets. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED, that a copy of this resolution be published once a week for four (4) consecutive weeks in the Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described streets as shown on the County tax records; and that a copy of this resolution be posted in at least two (2) places along the portion of the streets to be closed.

Duly adopted this the 7th day of May, 2007.

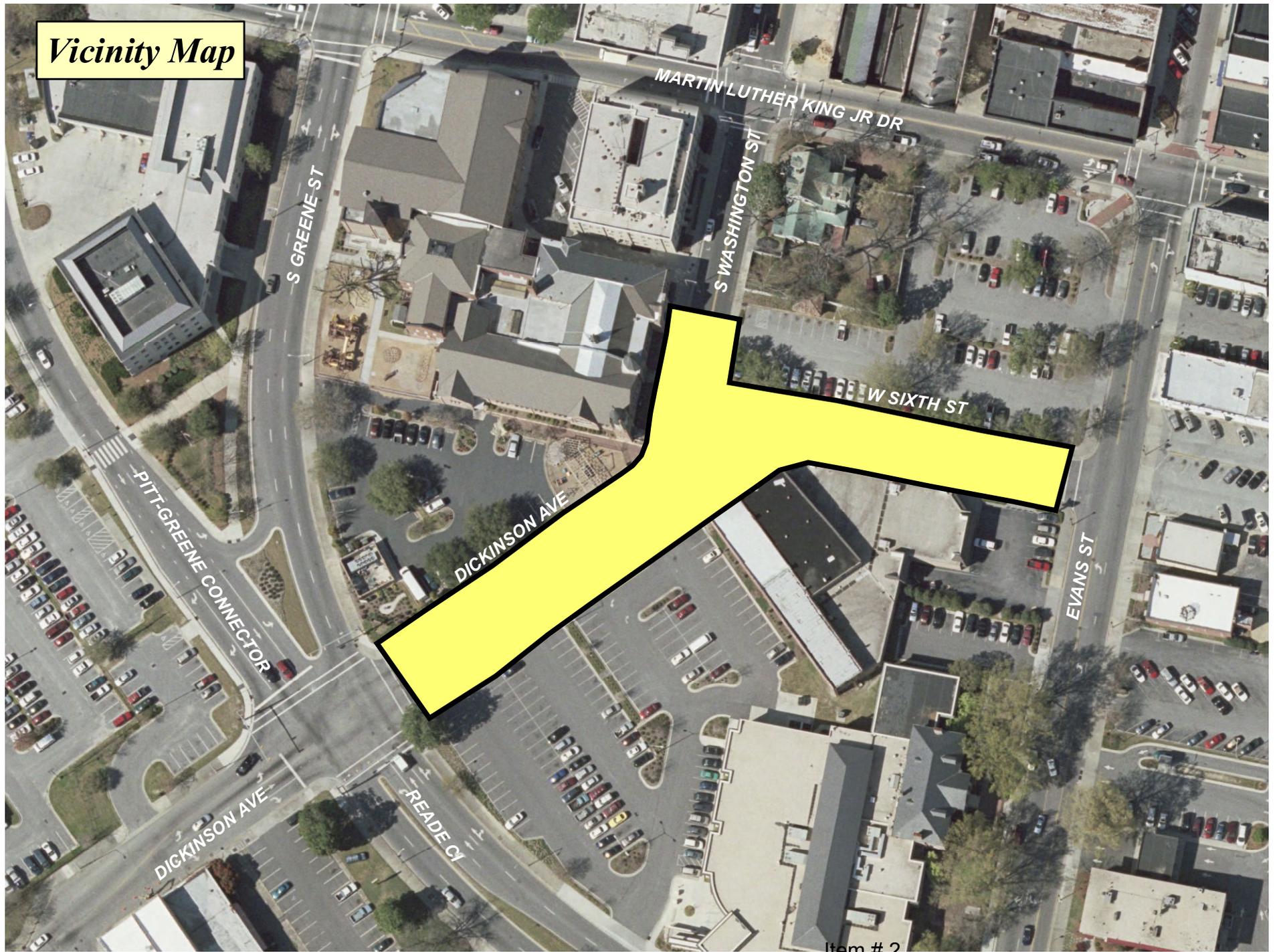
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ROBERT D. PARROTT, MAYOR

ATTEST: \_\_\_\_\_

WANDA T. ELKS, CITY CLERK

*Vicinity Map*





# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

**Title of Item:** Right-of-way encroachment agreement with CCR Properties of Pitt County, LLC, to construct a subdivision entrance sign with landscaping and associated utilities within the right-of-way of Dublin Road

**Explanation:** CCR Properties of Pitt County, LLC, developer of Davencroft Subdivision, has requested permission to construct a subdivision entrance sign with landscaping and associated utilities within the right-of-way of Dublin Road. Attached for City Council's consideration is a right-of-way encroachment agreement setting out the terms by which CCR Properties of Pitt County, LLC, may encroach upon the right-of-way of Dublin Road. A map depicting the limits of the encroachment is also attached.

No adverse comments regarding this encroachment 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 CCR Properties of Pitt County, LLC, to construct a subdivision entrance sign with associated landscaping and utilities within the median located in the right-of-way of Dublin Road.

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Attachments / click to download

 [Davencroft Encroachment and maps](#)

-----[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  
Dublin Road, Davencroft Subdivision

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THIS AGREEMENT made and entered into this the \_\_\_\_ day of May 2007, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and **CCR PROPERTIES OF PITT COUNTY, LLC** Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

WITNESSETH

THAT WHEREAS, the OWNER desires to encroach upon the public right of ways of the public streets designated as Dublin Road with the construction of a subdivision name entrance sign 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 structure 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 structure 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 structure 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 structure 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 after completion of the construction of the encroaching structures, the OWNER may assign, subject to the conditions contained in this Agreement, the encroachment rights under this Agreement to the Homeowners' Association provided that said assignment is in writing with the association, agreeing to perform and abide by the covenants and conditions to be performed by the OWNER contained in this Agreement and provided that a copy of said assignment is delivered to the CITY within ten (10) days of the execution of the assignment.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structure is 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.

CCR PROPERTIES OF PITT COUNTY, LLC

 (Seal)  
Victor T. Corey, Manager/Member

CITY OF GREENVILLE

\_\_\_\_\_  
Robert D. Parrott, Mayor

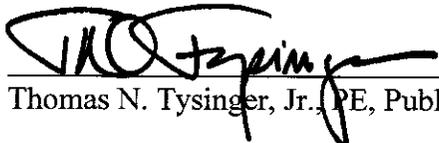
ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David A. Holec, City Attorney

RECOMMENDED:

  
\_\_\_\_\_  
Thomas N. Tysinger, Jr., PE, Public Works Director

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 Robert D. Parrott, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of May 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

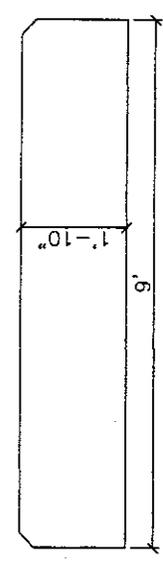
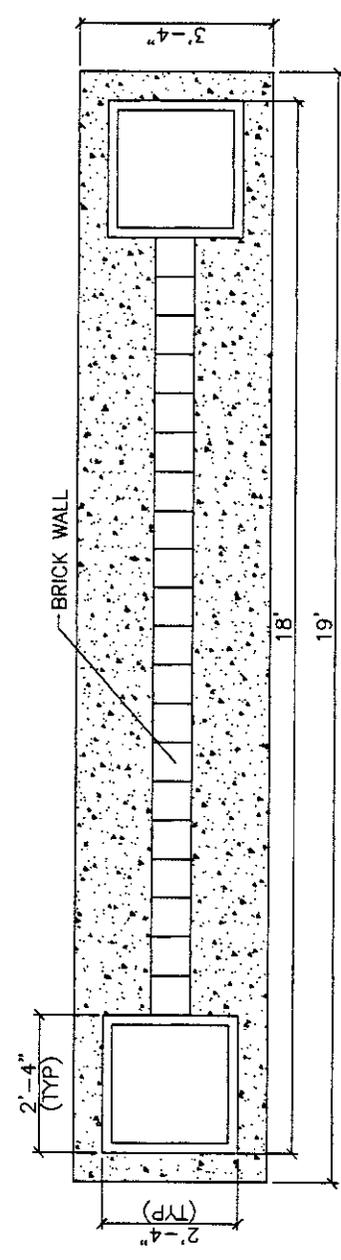
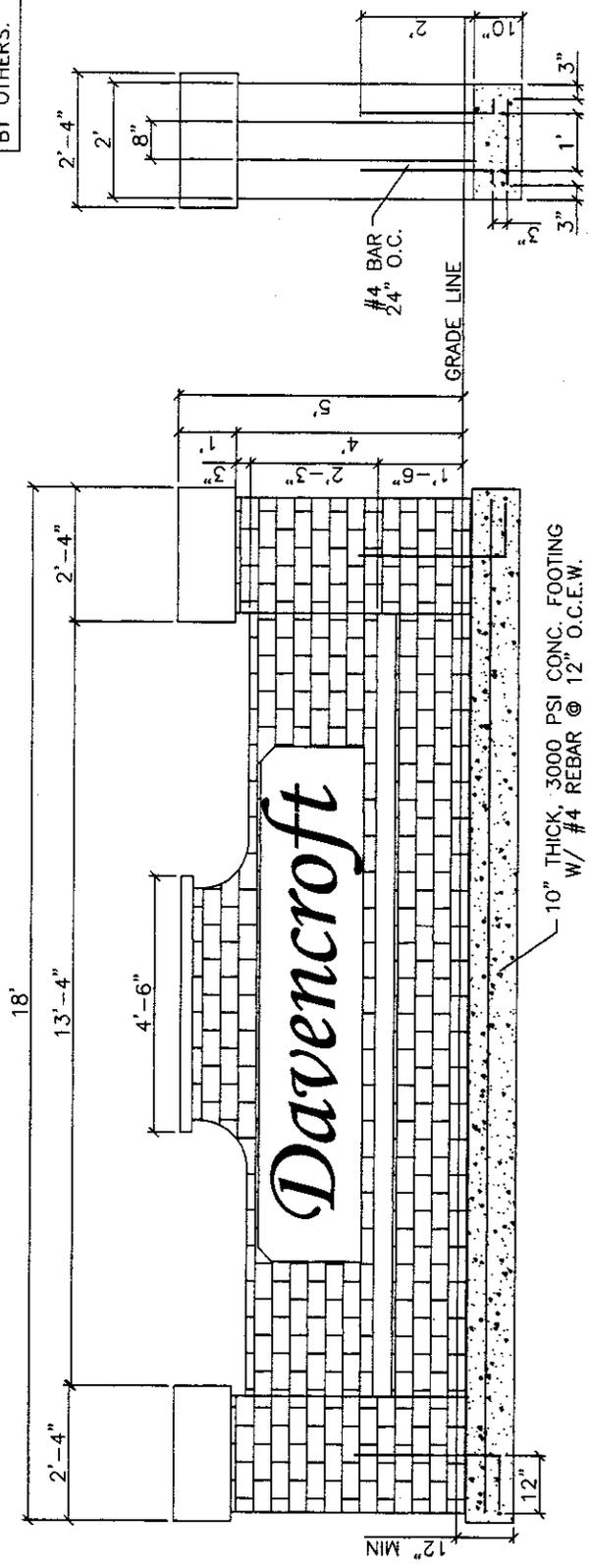
I, \_\_\_\_\_, Notary Public of said Pitt County, North Carolina, do hereby certify that Victor T. Corey, personally appeared before me this day and acknowledged he is a managing partner of CCR PROPERTIES OF PITT COUNTY, LLC, and that by authority duly given, he signed the foregoing instrument for and on behalf of said limited liability corporation.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of April, 2007.

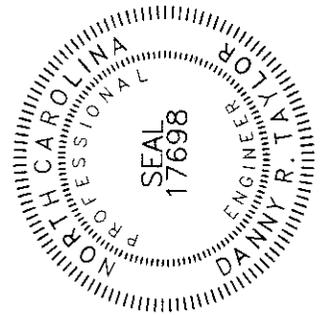
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NOTE: DESIGN OF SIGN AND CONNECTION TO FOUNDATION BY OTHERS.



AREA = 16.42 SQ. FT.



NOTE: THE FOUNDATION FOR THIS DESIGN IS ADEQUATE TO HANDLE A 110 MPH WIND AND THE DESIGN LOADS ESTABLISHED IN THE NC BUILDING CODE.

SHEET 1 OF 1  
SIGN FOUNDATION DETAILS

DAVENCROFT

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

	DESIGNED: DRT	APPROVED: DRT
	DRAWN: D.J.H.	DATE: 03/08/07
	CHECKED: DRT	SCALE: 1"=40'

Item # 3

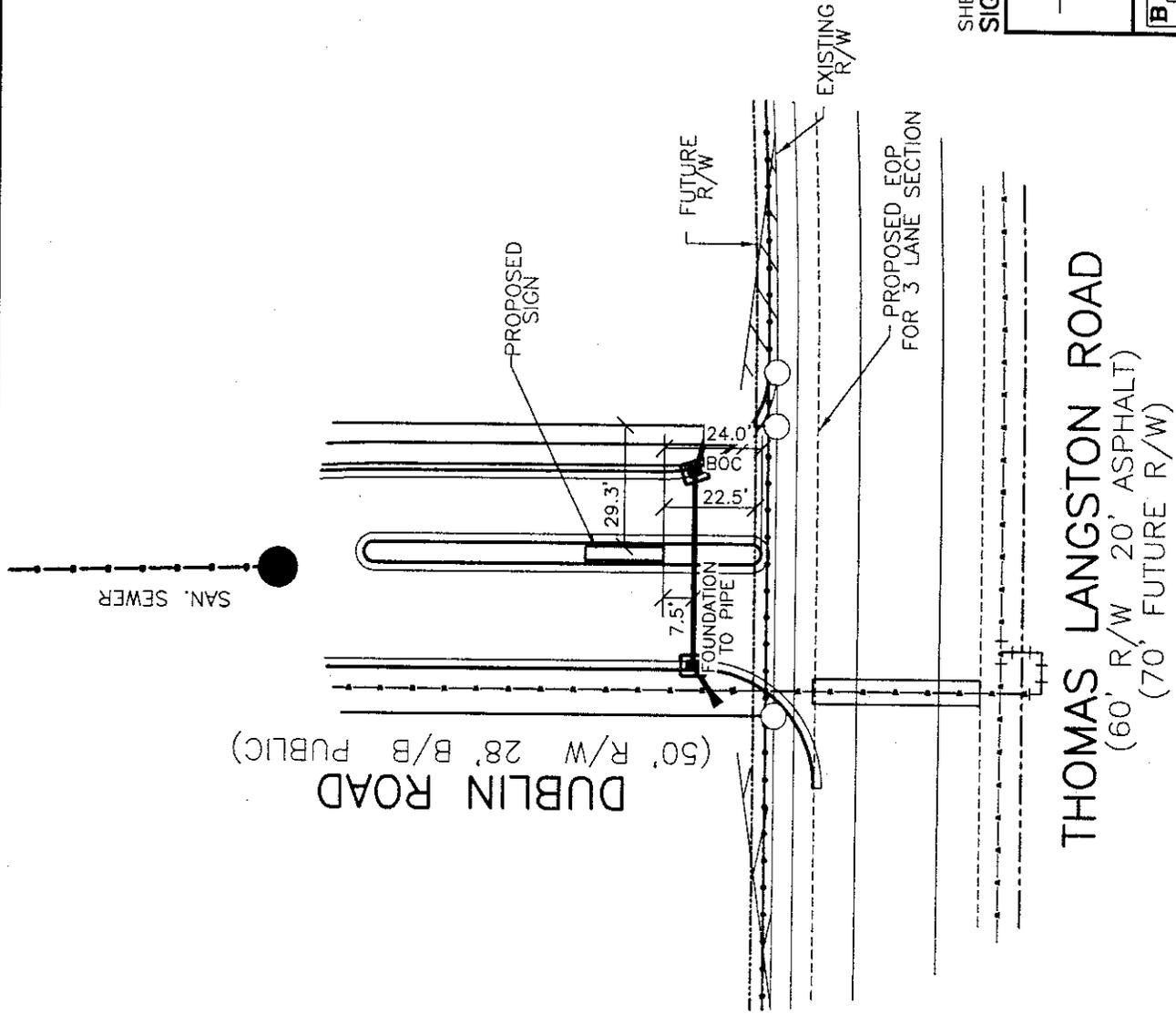
SHEET 2 OF 2  
SIGN FOUNDATION DETAILS

DAVENCROFT

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

	DESIGNED: DRT	APPROVED: DRT
	DRAWN: D.H	DATE: 03/08/07
	CHECKED: DRT	SCALE: 1"=40'
	BALDWIN AND ASSOCIATES ENGINEERING, LAND SURVEYING AND PLANNING 1015 COLLETT DRIVE GREENVILLE, NC 27608 (252) 756-1390	

ACAD FILE: DAVENCROFT SIGN  
FILE# 05-027





# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

**Title of Item:** Contract award for the Intermodal Transportation Center Facility Programming and Site Selection Study

**Explanation:** Continuing with the Intermodal Transportation Center Project, the Public Works Department solicited proposals from qualified firms to undertake the Facility Programming and Site Selection phase of the project. This work will include development of a facilities program and conceptual designs of both the facility and the site. It will also include a process to evaluate potential sites for the facility.

The Intermodal Transportation Center will bring together, in a central location, all forms of transportation services including local bus service (GREAT, PATS, and ECU student transit service), intercity bus service (Carolina Trailways/Greyhound), and taxi service, and will accommodate future rail.

The Request for Qualifications (RFQ) for the study was distributed in February 2007, and nine (9) proposals were received. Four firms were selected for interviews by a selection committee consisting of representatives from the City, Public Transportation and Parking Commission, Pitt Area Transit, Pitt County, East Carolina University, and North Carolina Department of Transportation (NCDOT). The firm Moser, Mayer, Phoenix, Inc. of Greensboro was selected as the most qualified firm. Attached is the lump-sum fee proposal inclusive of a detailed scope of work as proposed by Moser, Mayer, Phoenix, Inc. and recommended by staff. The negotiated lump-sum fee for this phase of the project is \$103,810.

**Fiscal Note:** A Federal Transit Administration Section 5307 grant will fund 80% (\$83,048) of this project. NCDOT will fund 10% (\$10,381) of the project cost. The City will pay the remaining 10% (\$10,381) local match. Funds available for this project were included in the FY 2006-2007 budget.

**Recommendation:** City Council award a contract to Moser, Mayer, Phoenix Inc. in the lump-sum

amount of \$103,810 to perform Facility Programming and Site Selection for the Greenville Intermodal Transportation Center.

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

**Attachments / click to download**

 [Cover Letter](#)

 [Intermodal Scope](#)

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**MOSER  
MAYER  
PHOENIX**  
ASSOCIATES, PA

*Architecture*

*Engineering*

*Interior Design*

*Site Services*

April 27, 2007

Mr. Thomas N. Tysinger, Jr., PE  
Director of Public Works  
City of Greenville  
1500 Beatty Street  
Greenville, NC 27834

**Re: *Intermodal Transportation Center***

Dear Tom:

Moser Mayer Phoenix Associates is pleased to present this proposal for professional services related to the next phase of development of Greenville's proposed Intermodal Transportation Center. Our proposal consists of:

- The attached detailed scope of services and schedule
- Lump sum fee (including allowances) as summarized below.

We have reviewed our scope of services carefully and assigned each team member their appropriate roles and responsibilities with the idea of avoiding duplication of effort and minimizing travel time. Accordingly, our proposed lump sum fee is summarized as follows:

<i>Services/Allowances</i>	<i>Firms Involved</i>	<i>Cost</i>
Professional Architectural and Engineering Services: Community input, programming, site and concept layout development, overall project management.	Moser Mayer Phoenix Associates (MMPA), Wendel Duchscherer (WD), Mulkey Engineers, Martin/Alexiou/Bryson (MAB)	\$ 67,390
Reimbursable Expenses Allowance		\$ 6,220
<i>Subtotal</i>		<i>\$ 73,610</i>
Development of Operating Model	Marlene Connor—Wilbur Smith Associates (WSA)	\$ 22,400
Reimbursables for Operating Model		\$ 1,000
<i>Subtotal</i>		<i>\$ 23,400</i>
Environmental Process Development	NFE Technologies	\$ 4,950
Reimbursables for Environmental Process		\$ 350
Allowance for Phase I Environmental Study (per site)	NFE Technologies	\$ 1,500
<i>Subtotal</i>		<i>\$ 6,800</i>
<b><i>Grand Total</i></b>		<b><i>\$ 103,810</i></b>

3 2 8 E a s t  
M a r k e t S t r e e t  
S u i t e 2 0 0  
G r e e n s b o r o  
N o r t h C a r o l i n a  
2 7 4 0 1

P 336.373.9800  
F 336.373.0077

www.mmpa.com

Within our team, we have firms that qualify under various MWBE categories. These firms, their category and their estimated percentages of participation are summarized below.

<b><i>Firm</i></b>	<b><i>Category</i></b>	<b><i>% Participation</i></b>
NFE Technologies	Category C—Subcontinent Asian American	6.2%
Mulkey Engineers	HUB (State designation)	5.8%
LSG (reproduction vendor)	Category 1a	2%
<b><i>Total</i></b>		<b><i>14%</i></b>

We look forward to working with the City of Greenville on this exciting project. Please let me know if you have any questions or need any additional information.

With best regards,  
MOSER MAYER PHOENIX ASSOCIATES, P.A.

Kenneth C. Mayer, Jr., AIA, LEED AP  
Principal

## ***Greenville Intermodal Transportation Center Project Process and Scope of Services Outline***

***April 27, 2007***

The Process and Scope Outline described below is based upon discussions held with the City of Greenville on March 28, 2007, the requirements of the Request for Qualifications dated February 5, 2007, and follow up discussions with the City of Greenville.

### **General Organization**

Our proposed process is organized around five team visits to Greenville. The first two, and the fourth, visits are conceived as intense two-day visits organized around a theme: Community Input; Transportation Provider Input/Site Identification; and Concept Approval and Community Input Follow-up. The third and fifth visits will be one-day and night visits. Other work which will occur between visits is also identified. This approach to the work will maximize team members' time while in Greenville, allow us to work intensively with the community and each other, and help contain travel expenses for out of town consultants. The make-up of the team members who participate in each visit will depend upon the topics being discussed. We anticipate beginning our efforts after the May 2007 City Council meeting where the consulting contract is approved and completing our work with a presentation to City Council in December 2007.

Our Project Process and Scope is described more fully below with approximate time frames noted in parentheses. The visit time frames are proposed to tie to the monthly meetings for the Public Transportation and Parking Commission.

### **Advance Work (2 weeks after release)**

1. Review Martin Alexiou Bryson report.
2. Review other background information provided by the City of Greenville.
3. Obtain on-line information on primary site location(s).
4. Develop agendas for 1<sup>st</sup> Greenville Visit.
5. Begin Environmental Process Review.
6. Assemble images/examples to use during sessions at 1<sup>st</sup> Greenville Visit.

### **Greenville Visit 1—Community Input (schedule sometime between late May and early June, 2-day visit)**

1. Kick-off meeting with Steering Committee: goals and expectations, funding review, roles/responsibilities.
2. Tour of primary site location study areas and other key sites in Greenville.
3. Conduct a series of Community Input Sessions (the Shepard Library was suggested as a location for these). All sessions should be held at the same location to allow for "brown paper" and other idea generating/documentation techniques to be used and built-upon as each session is completed. Potential stakeholders include ***(Tom: need your assistance in defining the number of sessions and final composition of stakeholder groups):***
  - a. Elected officials/City Administration

- b. Transit users: general ridership, regional ridership
  - c. Transit users: ECU community, Pitt Community College
  - d. Transit users: Medical center and other related users
  - e. Business community/downtown redevelopment leadership/convention and visitor's bureau
  - f. Transit providers
  - g. Police
  - h. Property owners in potential site areas
  - i. Public Transportation and Parking Commission
  - j. General public
4. Review meeting to discuss results with Steering Committee
  5. Identify other plans/proposals that could effect or be affected by the Intermodal Center. Many of these will be discovered/discussed in the Input Sessions. Follow up conversations with City Planners and others may be needed as follow up. Examples include:
    - a. 10th Street corridor
    - b. ECU expansion
    - c. Proposed downtown developments
    - d. West Greenville redevelopment

*Trip Attendees: Ken Mayer (MMPA), Laird Pylkas (WD), MAB representative.*

#### **In-Between Work (3 weeks after 1<sup>st</sup> Visit)**

1. Write summary report from 1<sup>st</sup> Greenville Visit
2. Develop agenda for 2<sup>nd</sup> Greenville Visit: programming questionnaires, issues to discuss. Send to Transportation Providers in advance.
3. Complete draft of Environmental Process—forward to Steering Committee for review and comment.

#### **Greenville Visit 2—Transportation Provider Input/Site Identification (schedule in late July, 2-day visit)**

1. Orientation meeting with Steering Committee to review objectives/process for this visit.
2. Meetings with each transportation provider to discuss:
  - a. Detailed programming requirements
  - b. Site requirements and parameters
  - c. Information needed to develop operating cost model.
3. Conduct initial identification of potential sites. Perform a “windshield” evaluation which could include a checklist, to identify a short list (up to 3) of potential sites for a next level of evaluation.
4. Assemble information on short list sites.
5. Review findings/results with Steering Committee and report to the Public Transportation and Parking Commission.

*Trip Attendees: Laird Pylkas (WD), Marlene Connor (WSA).*

**In-Between Work (6-8 weeks after 2<sup>nd</sup> Visit)**

1. Write summary report of 2<sup>nd</sup> Greenville Visit.
2. Develop site and building program draft. Distribute to transportation providers for review and comment.
3. Test short list of sites with a conceptual layout and building size. Identify pros/cons and prepare recommendation of one site for final evaluation.
4. Complete building program based upon feedback from transportation providers and develop initial conceptual blocking plan to show adjacencies of spaces.

**Greenville Visit 3—Concept Review (schedule in late September, single-day visit)**

1. Review meeting with Steering Committee to discuss:
  - a. Concepts and evaluations of short list of sites and team's recommendation of preferred site. Obtain City approval to move forward with further analysis of preferred site.
  - b. Final building program and conceptual blocking plan.
2. Review meeting with Public Transportation and Parking Commission.

*Trip Attendees: Ken Mayer (MMPA), Laird Pylkas or Dave Duchscherer (WD).*

**In-Between Work (4 weeks after 3<sup>rd</sup> visit)**

1. Complete evaluation of final preferred site including layout, issues to resolve, etc.
2. Develop construction budget based on square foot costs and assist City in completing project budget. Distribute to Steering Committee for review and comment.
3. Develop draft Operating Model based upon preferred site. Distribute to Steering Committee for review and comment.
4. Complete draft of Final Report, distribute for review and comment.

**Greenville Visit 4—Concept Approval and Community Input Follow Up (schedule in late October, two-day visit)**

1. Review meeting with Steering Committee to discuss:
  - a. Final site concept and evaluation for approval.
  - b. Final conceptual blocking plan for approval.
  - c. Final construction budget for approval.
  - d. Final Operating Model for approval
2. Follow up Community Input Sessions to illustrate how concepts/ideas from early sessions were incorporated into plans for a “generic” site. This is probably best handled in one, no more than two, larger sessions rather than a series of smaller sessions so that people get a feel for how all of the issues/ideas (not just their own) impacted the concept development.
3. Review meeting with Public Transportation and Parking Commission.

*Trip Attendees: Ken Mayer (MMPA), Laird Pylkas (WD) or Dave Duchscherer (WD).*

**In-Between Work (2 weeks after 4<sup>th</sup> visit)**

1. Complete Final Report. Deliverables include: one unbound copy of final report, final report on CD, one set of presentation boards, three bound copies of final report.
2. Prepare City Council Presentation.
3. Phase I Environmental Report(s). Note, this may occur after the City Council presentation—still to be determined.

**Greenville Visit 5---City Council Presentation (December 2007, single day visit, depending upon time of Council meeting)**

1. City Council presentation.

*Attendees: Ken Mayer (MMPA).*



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

**Title of Item:** Award of bid for four rear-loading refuse trucks

**Explanation:** The Public Works Department requests approval to purchase four rear-loading refuse trucks. The trucks consist of a GMC cab and chassis with EZ Pack refuse bodies. This formal bid was advertised on March 8, 2007, and all bids were opened on March 17, 2007 at 2:00 p.m. in the Public Works Conference Room. The lowest responsive bidder was Volvo and GMC Truck Center of Charlotte, North Carolina. The bid received from Volvo and GMC Truck Center was \$119,803.98 for each truck, with a total bid of \$479,215.92.

The attached bid tabulation lists all bids received and documents that Volvo and GMC Truck Center was the only bidder to meet specifications.

**Fiscal Note:** The requested refuse trucks are replacement vehicles and are included in the City's approved FY 2006-2007 Vehicle Replacement Program approved as part of the FY 2006-2007 budget.

**Recommendation:** City Council authorize the purchase of four GMC rear-loading refuse trucks from Volvo and GMC Truck Center of Charlotte, North Carolina, in the amount of \$479,215.92.

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Attachments / click to download

 [Refuse Truck Bids](#)

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

**DESCRIPTION:**

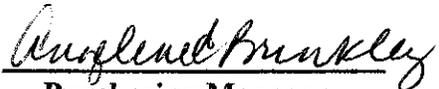
Four (4) ea. 25 CY Rear Loading Refuse Trucks  
Per Owner's Specifications  
Formal Bid# 2006/07-03

March 27, 2007 @ 2:00 P.M.

**BID OPENING DATE & TIME**

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
<b>Volvo &amp; GMC Truck Center 3880 I 85 N Charlotte, NC 28206</b>	<b>\$119,803.98 ea.* \$479,215.92 Total for 4 2008 GMC w/ EZ Pack Body</b>	<b>\$132,472.98 ea. \$529,891.92 Total for 4 2008 GMC w/ McNeilus Body</b>	<b>180 Days</b>	Base bid truck meets specifications.
<b>Amick Equipment P.O. Box 1965 Lexington, SC 29071</b>	<b>\$116,762.25 ea. \$452,940 Total for 4 2008 International w/ Loadmaster Excel Body</b>	<b>\$122,350 ea. \$489,400 Total for 4 2008 GMC w/ Loadmaster Excel Body</b>	<b>180 Days</b>	<b>Note- \$3,527.25</b> was added to base bid for items offered as options that were requested in specs. Also base bid did not meet minimum engine or transmission specifications.
<b>TranSource Truck and Trailer Ctr. 8700 Triad Dr. Greensboro, NC 27235</b>	<b>\$124,803 ea. \$499,212 Total for 4 2008 GMC w/ NuLife Body</b>	<b>\$125,452.00 ea. \$501,808 Total for 4 2008 GMC w/ Heil Body</b>	<b>Not stated</b>	Base bid, item E.-4. Tailgate locks did not meet specification.
<b>Cavalier Equip.Co. PO Box 310 Cloverdale, VA 24077</b>	<b>\$115,266 ea. \$461,064 Total for 4 2008 International w/ E-Z Pack Body</b>		<b>170-180 Days</b> Exception taken to liquidated damages	Neither engine nor front springs meet minimum specification. Also, vendor took exception to liquidated damages under delivery.

\*This bid was selected.

  
**Purchasing Manager**



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
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 month of April 2007 and are to be included on the City Council agenda for information.

<u>Date Awarded</u>	<u>Description</u>	<u>Vendor</u>	<u>Amount</u>
4/10/07	Install Multipurpose Flooring in Gym at GAFC	Warthan Associates	\$84,473.00
4/11/07	Two (2) 2008 International 4300 Trucks (State Contract)	International Truck and Engine Navistar	\$77,586.00

**Fiscal Note:** Expenditure of \$162,059.00 was appropriated in the 2006-07 Budget.

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

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 [Bid Tabulation-Flooring at GAFC Inf. Bid 2006-07-28](#)

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# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

- Title of Item:** Presentation of Fiscal Year 2007-2008 budget ordinances
- a. City of Greenville
  - b. Greenville Utilities Commission
  - c. Sheppard Memorial Library
  - d. Greenville-Pitt County Convention and Visitors Authority

**Explanation:** Attached are the Fiscal Year 2007-2008 City Manager's budget message and the budget ordinances for the City of Greenville including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, and Greenville Utilities Commission. The ordinances are based on the Fiscal Year 2007-2008 Financial Plan adopted on June 8, 2006 as the second year of the two year budget and include adjustments required based on updated financial information. The amended budget includes all City funds: General, Powell Bill, Greenville Utilities Commission, Sheppard Memorial Library, Pitt-Greenville Convention & Visitors Authority, Joint Dental Reimbursement, Vehicle Replacement, Debt Service, Stormwater, Aquatics and Fitness Center, Bradford Creek, Public Transit, and Housing.

Staff will make a presentation at the May 7th City Council meeting as planned according to the budget schedule highlighting the proposed adjustments for the 2007-2008 fiscal year.

**Fiscal Note:** The total budgets are listed below:

City of Greenville	\$ 84,670,932
Greenville Utilities Commission	234,067,640
Sheppard Memorial Library	2,190,098
Pitt-Greenville Convention & Visitors Authority	765,326

**Total for Fiscal Year 2007-2008**

**\$ 321,693,996**

**Recommendation:** Receive a staff presentation on the proposed adjustments to the adopted Fiscal Year 2007-2008 Financial Plan. Final action on the budget ordinances is scheduled for June 14th following a public hearing on June 11th.

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**Attachments / click to download**

 [Budget Message to Council 5.2.07](#)

 [Budget Ordinance for Budget Book](#)

 [Greenville Utilities Commission](#)

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## **CITY OF GREENVILLE**

*Office of the City Manager*

May 2, 2007

Honorable Mayor and Members of the City Council:

Presented herein for your consideration is the Budget Ordinance for the City of Greenville's annual budget for fiscal year (FY) 2007-2008. Embarking on the second year of the City's first biennial budget, this Ordinance includes all changes and/or modifications proposed to be incorporated into the FY 2007-2008 Financial Plan approved by City Council on June 8, 2006. The recommended budget includes all City funds: General, Powell Bill, Greenville Utilities Commission, Convention and Visitors Authority, Sheppard Memorial Library, Joint Dental Reimbursement, Vehicle Replacement, Debt Service, Stormwater, Aquatics and Fitness Center, Bradford Creek Golf Course, Public Transit, and Housing in the total amount of \$321,693,996 for 2007-2008.

This budget message highlights the major changes and new initiatives contained in the proposed budget ordinance. These adjustments are recommended based upon two criteria: 1) if changes were greater than five percent of a department/division's budget or greater than \$100,000 or 2) if change was designated as essential to meeting the Goals and Objectives of the City Council. In accordance with the Local Government Budget and Fiscal Control Act, these revisions are brought to City Council for consideration and approval. Please refer to the printed FY 2006-2007/2007-2008 Financial and Operating Plan or the City website for more detailed base budgetary information.

### **General and Powell Bill Fund Revenues**

General and Powell Bill Fund revenues for fiscal year 2007-2008 are projected to be \$68,112,782. This amount represents a net increase of \$268,646 when compared to the FY 2007-2008 Financial Plan approved last year of \$67,844,136. Adjustments are proposed to five major revenue items: Sales Tax, Utilities Franchise Tax, Parking Tickets, Interest on Investments, and Powell Bill.

Through the first eight months of the current fiscal year the City has received a total of \$9,113,102 in sales tax collections. During the same eight months of the previous fiscal year collections were \$8,808,272. This comparison results in an increase of 3.5%. The current budget was based on an anticipated increase of 5.6% and the projection for FY 2007-2008 was based on an expected continuation of this trend. Staff now projects that the anticipated sales tax for FY 2007-2008 will be 4.0% above the current year collections. This revised projection is \$13,888,666 compared to the original projection of \$14,647,562. This change results in a decrease of \$758,896 from the original FY 2007-2008 Financial Plan. This decrease is the result of an unanticipated downturn in the distribution of the local option tax when compared to the record growth realized in FY 2005-2006.

An increase of \$478,767 (11.8% over the amount include in the original FY 2007-2008 Financial Plan) is anticipated as the City's share of the utilities franchise tax. This increase is due to growing quarterly distributions that are up 16.2% over receipts in FY 2005-2006. The FY 2007-2008 projection is based on a 4% increase over current year collections. This increase seems reasonable based on past distributions, but is above the 2.5-3.5% projected statewide by the North Carolina League of Municipalities.

A \$60,000 increase in receipts from parking tickets is anticipated for FY 2007-2008 based on collections to date during the current fiscal year. The increase is attributed largely to improved use of technology in the issuing of tickets and tracking of payments.

Although returns are beginning to stabilize in interest on investments, based on earnings to date staff expects the City to receive an increase of approximately \$320,477 in the upcoming fiscal year over the amount included in the FY 2007-2008 Financial Plan.

In the current year the Powell Bill state allocation for road maintenance was anticipated to be \$1,982,094. The actual payment received was \$1,948,928. Based on this shortfall for FY 2006-2007, the projection for next year has been reduced by \$29,814 to a new total of \$1,991,921.

All other revenue revisions result in a net increase of \$202,298. This increase consists primarily of \$145,000 in anticipated revenues from the Eastern Regional High School Basketball Tournament, \$80,000 of employee computer loan repayments, and \$25,000 in rent for the West Greenville Intergenerational Center. These revenue sources are largely offset by corresponding increases in expenditures.

No adjustment in the budget amount is recommended for ad valorem property taxes, which is the largest General Fund revenue source. Based on current year collections to date, the anticipated growth of the tax base and retaining the 56 cents per \$100 tax rate should result in a 5% increase for FY 2007-2008. Anticipated property tax collections for FY 2007-2008 remain unchanged at \$24,969,638.

Revenue from refuse fees remains as approved in the FY 2007-2008 Financial Plan and includes a fee increase in the monthly rate for backyard service from \$17.00 to \$20.40, and for curbside and container service from \$8.00 to \$9.60. This increase was proposed to cover the full direct and indirect costs of providing refuse collection services, which amount to \$4,389,599 in FY 2007-2008.

## **General and Powell Bill Fund Expenditures**

According to the North Carolina Local Government Budget & Fiscal Control Act, each local government must project an annual balanced budget, assuming all revenues will be used to pay for expenses on a one-to-one basis; therefore, revenues must equal expenses. Consequently, expenditures are expected to increase at the same rates as revenues. The net increase of \$268,646 results from several proposed adjustments in personnel and operating expenses. Also

some proposed expenditure adjustments are recommended to be funded by moving funds originally included in the contingency account of the FY 2007-2008 Financial Plan.

### ***Personnel***

As proposed in the amount of \$44,523,258, salaries and benefits represent 65% of the total General and Powell Bill budget. Only a few modifications have been proposed to the personnel category of the FY 2007-2008 Financial Plan.

Funds are recommended for a full-time Community Liaison position within the Community Development Department designed to address the City Council Goal #6, Objective E, Action Item #2 which recommends employing a person focused on neighborhood stabilization and revitalization. The estimated annualized cost of \$51,176 will be funded by transferring funds from the contingency account that the City Council designated last year for a reserve to hire an additional Code Enforcement Officer. Staff feels that this Community Liaison position will help reduce some of the workload on existing Code Enforcement Officers and also will allow the Community Development Department to accomplish some of the expanded work proposed recently by the Human Relations Council.

In order to address City Council Goal #3 concerning the technological capability of the City, the Information Technology Department proposes to create two new positions: a Server/Security Analyst and a Database Administrator. The estimated annual cost for these positions is approximately \$141,224. These positions will be utilized to implement, migrate, and support the new public safety software that will provide advanced technological capabilities to the public safety departments. The cost of these two new positions will not increase the total budget as the IT Department has proposed shifting the full amount of the positions from operating and capital line items previously approved in the FY 2007-2008 Financial Plan. In recent years the IT Department has budgeted computer software and hardware purchases in response to requests from the operating departments, but has been unable to spend the appropriated dollars due to a lack of staff to implement the new programs. This proposal converts already available operating and capital funds to hire the needed technical staff to implement the new public safety applications.

As recommended by the Joint City-GUC Pay and Benefits Committee, the City Council appropriated in the 2006-2007 fiscal year \$100,000 as the second installment in addressing salary compression issues. In January 2007 the City Council approved the recommended salary compression increases for 2006-2007. The annualized cost for the increases is \$69,497. This amount has been included in the appropriate departmental budgets. Staff recommends that any further salary compression issues be addressed in the comprehensive update to the pay plan scheduled for FY 2008-2009. The FY 2007-2008 Financial Plan contains \$105,000 for salary compression issues. Since only \$69,497 will be needed to continue the adjustments approved for the current fiscal year, the remaining \$35,503 will be used to partially offset the increased employer 401(k) contribution that has an annualized cost of \$60,850. Approved by the City Council on April 23, 2007, as recommended by the Joint City-GUC Pay and Benefits Committee, an additional \$5 contribution to equal a total of \$40 per pay period is an added incentive to recruit and retain quality, high skilled employees.

## *Operating*

Several adjustments are proposed to the FY 2007-2008 Financial Plan operating accounts resulting from previous actions of the City Council. For example, the City Council budget has been increased by \$17,000 to reflect the revised contract with The Ferguson Group for federal lobbying services due to Pitt County no longer being a partner in this effort. The Fire Rescue budget has been increased by \$6,000 to provide funds for the agreement with the Pactolus Volunteer Fire and Rescue Department to provide supplementary fire services in the Bradford Creek area. The Police Department budget has been increased by \$78,488 to cover the costs for the Police Athletic League program endorsed by the City Council at the April 12, 2007 meeting. Under the contract with Pitt County for tax collection services the City is obligated to pay an amount to the tax collector based on actual collections. To meet the anticipated increase in collection costs resulting from higher property tax collections, a proposed budget increase of \$40,000 is included in the Financial Services Department operating account.

In order to accommodate the increased building maintenance and utility costs of certain new City facilities, some Public Works Department operating accounts need to be adjusted. Maintenance and utility costs for the recently re-occupied Municipal Building and the new City Hall are anticipated to be \$108,450 above the amount included in the FY 2007-2008 Financial Plan. The acquisition of the former St. Gabriel's Church property to facilitate the goal of Neighborhood Stabilization and Revitalization within the West Greenville Area adds similar operational costs in the amount of \$28,464.

Due to the City receiving a more favorable interest rate than anticipated on the first issue of the 2004 voter approved general obligation bonds in October 2006, the budget proposes reducing interest costs by \$98,646 to reflect actual principal and interest payments due during FY2007-2008.

The contingency account in the approved FY 2007-2008 Financial Plan contains a total of \$422,998. Staff recommends adjusting the contingency to \$200,000. The additional amount of \$222,998 has been distributed as follows: \$25,000 to the Building Inspection Division to cover the cost of the contract inspector with the City of Kinston; as mentioned previously, \$51,176 to the Community Development Department to fund the new Community Liaison position; and the remaining \$146,822 to partially cover the other operating adjustments listed above.

Other potential expenditure adjustments to the FY 2007-2008 Financial Plan such as enhancements to the Public Information Office as specified in the 2007 Goals and the cost of implementing recommendations submitted by the Human Relations Council will be discussed during the staff budget presentation on May 7, 2007.

## **Other Funds**

The City Council on February 9, 2006 authorized staff to move forward with obtaining a \$500,000 Parks and Recreation Trust Fund (PARTF) grant to renovate the Greenville Aquatics and Fitness Center (GAFC). As part of the motion relating to the grant, the Council directed staff to develop a new fee schedule designed to cover full operating costs of the GAFC. A committee consisting of the Mayor, City Manager, and Recreation and Parks Director was appointed to make a recommendation on the fee schedule. This committee reported to the Council on May 11, 2006 that a full direct cost recovery fee schedule would be recommended to the City Council for adoption prior to January 1, 2007. Staff delayed recommending the new fees, however, until the grant funded renovations were nearing completion. On April 9, 2007 the City Council approved a \$100,000 loan to the Aquatics and Fitness Center Fund for the purchase of new exercise equipment. Since the grant funded renovations should be complete and the new equipment installed by July 1, 2007, staff will recommend as part of the May 2, 2007 budget ordinance presentation a new fee schedule designed to recover the full direct costs of the GAFC including the equipment loan. The effective date for the recommended fees will be the beginning of the new fiscal year (July 1, 2007.)

No net revenue or expenditure changes to the FY 2007-2008 Financial Plan are recommended in the other funds. Increased costs such as the 401(k) contribution adjustment will be covered by transferring funds between existing appropriations within each fund.

## **Summary**

The revisions to the FY 2007-2008 Financial Plan recommended in this budget message represent needed adjustments and/or modifications to a comprehensive fiscal plan created and developed at the beginning of the City's first two-year budgeting process. Recommended changes have been kept to a minimum in order for the City to realize the full benefits of the two year budgeting process. My objectives in these revisions are to recognize changes that have already been authorized by the City Council, make adjustment for needed revenue or expenditure changes beyond the City's control, or enhance and refine the City Council's vision as stated in the City of Greenville 2007 Goals.

The entire City staff has worked diligently in developing and preparing these recommendations. Appreciation is extended to all the budgeting teams within the various departments who strategically plan and implement the City Council's Goals and Objectives. Gratitude is also extended to Director of Financial Services Bernita Demery and her dedicated staff who put it all together and ensures the financial stability and growth of the City. The efforts of Ms. Demery and her staff are to be commended as they were awarded the Government Finance Officer Association's (GFOA) Biennial Budget Award for its inaugural effort.

As you consider the proposed adjustments to the FY 2007-2008 Financial Plan and approval of the budget ordinance for the coming fiscal year, please contact me with any questions or comments. The City staff is prepared to assist in your budget deliberations.

Respectfully submitted,

Wayne Bowers  
City Manager

**BUDGET ORDINANCE**

## ORDINANCE NO.

CITY OF GREENVILLE, NORTH CAROLINA  
2007-08 BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2007 and ending June 30, 2008:

## GENERAL FUND

Ad Valorem Taxes:		
Current Year Taxes - Operations	\$ 24,618,133	
Prior Year's Taxes and Penalties	351,505	
Subtotal		\$ 24,969,638
Other Taxes:		
Sales Tax	\$ 13,888,666	
Cable TV Franchise Tax	662,305	
Rental Vehicle Gross Receipts	85,672	
Subtotal		\$ 14,636,643
Unrestricted Intergovernmental Revenues:		
Utilities Franchise Tax	\$ 4,566,646	
Other Unrestricted Intergovernmental Revenues	345,942	
Subtotal		\$ 4,912,588
Restricted Intergovernmental Revenues:		
Restricted Intergovernmental Revenues	\$ 646,201	
Subtotal		\$ 646,201
Licenses, Permits, & Fees:		
Privilege Licenses	\$ 624,330	
Refuse Collection Fees	4,733,619	
Other Licenses, Permits & Fees	3,461,381	
Subtotal		\$ 8,819,330
Sales and Services:		
Rescue Service Transport	\$ 1,766,356	
Contracted Off-Duty Police	394,179	
Other Sales and Services	1,633,846	
Subtotal		\$ 3,794,381
Investment Earnings:		
Interest on Investments	\$ 1,362,793	
Subtotal		\$ 1,362,793
Other Revenues:		
Parking Violation Penalty	\$ 259,830	
Other Revenue Sources	86,847	
Subtotal		\$ 346,677
Other Financing Sources:		
Transfer in GUC	\$ 5,078,157	
Appropriated Fund Balance General Fund	718,745	
Subtotal		\$ 5,796,902
TOTAL GENERAL FUND REVENUES		\$ 65,285,153

# BUDGET ORDINANCE

## POWELL BILL FUND

Powell Bill Allocation	\$	1,987,735	
Other Restricted Intergovernmental Revenue		308,000	
Interest on Investments		152,000	
Appropriated Fund Balance		<u>379,894</u>	
<b>TOTAL POWELL BILL FUND</b>			<u><u>\$ 2,827,629</u></u>

## DEBT SERVICE FUND

Powell Bill Fund	\$	136,031	
Occupancy Tax		536,816	
Transfer from General Fund		<u>4,903,515</u>	
<b>TOTAL DEBT SERVICE FUND</b>			<u><u>\$ 5,576,362</u></u>

## PUBLIC TRANSPORTATION FUND

Operating Grant 2007-08	\$	426,055	
Capital Grant 2007-08		763,640	
Planning Grant 2007-08		28,530	
Elderly/Handicap Grant		5,000	
State Maintenance Assistant Program		120,000	
Hammock Source		1,023	
Miscellaneous		50	
Pitt Community College Bus Fare		4,092	
ECVC Service Contract		1,767	
Bus Fares		78,000	
Bus Ticket Sales		33,000	
Parking Tickets		4,185	
Interest on Checking		2,710	
Trans from Gen Fund-Operating		<u>368,598</u>	
<b>TOTAL PUBLIC TRANSPORTATION FUND</b>			<u><u>\$ 1,836,650</u></u>

## AQUATICS & FITNESS CENTER FUND

Membership Fees	\$	282,701	
Guest Fees		9,000	
Application Fees		7,200	
City Employees Fees		20,000	
GUC Employees Fees		10,000	
GAFC Bank Draft Fees		215,749	
Program Fees		50,120	
GAFC Membership-GUC		20,000	
GAFC Membership-City		20,000	
Concessions (Vending)		13,575	
Lock & Towel Fees		<u>1,600</u>	
<b>TOTAL AQUATICS &amp; FITNESS CENTER FUND</b>			<u><u>\$ 649,945</u></u>

# BUDGET ORDINANCE

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## BRADFORD CREEK GOLF COURSE FUND

Green Fees	\$	649,762	
Cart Fees		15,500	
Driving Range		80,000	
Concessions (Food & Beverage)		75,000	
Other (Tournaments, Rentals)		72,100	
Pro Shop Sales		39,000	
			<u>          </u>
TOTAL BRADFORD CREEK GOLF COURSE FUND			<u>\$ 931,362</u>

## STORMWATER MANAGEMENT UTILITY FUND

Utility Fee	\$	2,835,000	
Interest on Checking		25,000	
Appropriated Fund Balance		432,009	
			<u>          </u>
TOTAL STORMWATER MANAGEMENT UTILITY FUND			<u>\$ 3,292,009</u>

## HOUSING ENTITLEMENT PROGRAM FUND (GRANT PROJECT FUND)

HUD CDBG Entitlement Grant 2007-08	\$	734,000	
HUD City of Greenville		754,098	
Transfer from General Fund		346,037	
			<u>          </u>
TOTAL CDBG ENTITLEMENT PROGRAM FUND			<u>\$ 1,834,135</u>

## JOINT DENTAL REIMBURSEMENT FUND

Employer Contributions - City	\$	163,790	
Employee Contributions - City		70,187	
Employer Contributions - GUC		104,467	
Employee Contributions - GUC		32,458	
			<u>          </u>
TOTAL COMMUNITY DEVELOPMENT HOME CONSORTIUM PROGRAM FUND			<u>\$ 370,902</u>

## VEHICLE REPLACEMENT FUND

Interest on checking	\$	40,525	
Transfer from other funds		2,026,260	
			<u>          </u>
TOTAL VEHICLE REPLACEMENT FUND			<u>\$ 2,066,785</u>
TOTAL ESTIMATED CITY OF GREENVILLE REVENUES			<u>\$ 84,670,932</u>

## SHEPPARD MEMORIAL LIBRARY FUND

City of Greenville	\$	1,029,655	
Town of Bethel		24,313	
Town of Winterville		118,866	
Pitt County		515,992	
State Aid		202,448	
Desk Receipts		100,541	

# BUDGET ORDINANCE

Copier Receipts	4,429	
Interest	12,000	
Miscellaneous Revenues	69,459	
Greenville Housing Authority	9,900	
Appropriated Fund Balance	<u>102,495</u>	
<b>TOTAL SHEPPARD MEMORIAL LIBRARY FUND</b>		<u><u>\$ 2,190,098</u></u>

## PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY

Occupancy Tax (2%)	\$ 447,107	
Occupancy Tax (1%)	223,554	
Interest on Checking	18,000	
Appropriated Fund Balance	<u>76,665</u>	
<b>TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND</b>		<u><u>\$ 765,326</u></u>

Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2007 and ending June 30, 2008:

### GENERAL FUND

Mayor & City Council	\$ 393,740
City Manager	976,564
City Clerk	241,014
City Attorney	408,212
Human Resources	1,850,747
Information Technology	3,591,035
Fire/Rescue	10,907,113
Financial Services	1,953,504
Contingency	200,000
Police	17,837,047
Recreation & Parks	5,220,578
Public Works	11,303,516
Community Development	1,912,447
Capital Improvement	1,841,831
Transfers to Other Funds	6,647,805
<b>TOTAL GENERAL FUND</b>	<u><u>\$ 65,285,153</u></u>

### POWELL BILL FUND

Powell Bill	\$ 2,827,629
<b>TOTAL POWELL BILL FUND</b>	<u><u>\$ 2,827,629</u></u>

# **BUDGET ORDINANCE**

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DEBT SERVICE FUND	
Debt Service	\$ 5,576,362
PUBLIC TRANSPORTATION FUND	
Transit	\$ 1,836,650
AQUATICS & FITNESS CENTER FUND	
Aquatics & Fitness Center	\$ 649,945
BRADFORD CREEK GOLF COURSE FUND	
Bradford Creek Golf Course	\$ 931,362
STORMWATER MANAGEMENT UTILITY FUND	
Stormwater Management Utility	\$ 3,292,009
HOUSING PROGRAM FUND	
Housing/CDBG	\$ 1,834,135
JOINT DENTAL REIMBURSEMENT FUND	
Joint Dental Reimbursement	\$ 370,902
VEHICLE REPLACEMENT FUND	
Vehicle Replacement Fund	<u>\$ 2,066,785</u>
TOTAL CITY OF GREENVILLE APPROPRIATIONS	<u>\$ 84,670,932</u>
SHEPPARD MEMORIAL LIBRARY FUND	
Sheppard Memorial Library	<u>\$ 2,190,098</u>
PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY	
Pitt-Greenville Convention and Visitors Authority	<u>\$ 765,326</u>

## **BUDGET ORDINANCE**

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

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

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

Chair	\$ 350
Member	\$ 200

Section VI: Amendments.

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

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

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

Section VII: The Manual of Fees, dated July 1, 2007, and the Assignment of Classes to Salary Grades and Salary Ranges dated June 23, 2007, are adopted herein by reference.

Section VIII: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2007-2008 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section IX: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission. Copies of the ordinance are on file with the City Clerk's office.

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

ADOPTED this the 14th day of June, 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk

OFFICE OF THE  
GENERAL MANAGER

MEMORANDUM

TO: Wayne Bowers, City Manager  
FROM: Ron Elks, General Manager/CEO, GUC  
DATE: April 30, 2007  
SUBJECT: Proposed FY 2007-2008 GUC Budget

Attached is the proposed FY 2007-2008 balanced budget that I plan to share with the City Council at their meeting on May 7. I am planning a PowerPoint presentation for the meeting. Also attached is the proposed ordinance and budget message for GUC.

These documents have been provided to the City's Finance Department for inclusion in the budget agenda item for the May 7 meeting.

If you have any questions prior to the presentation, please do not hesitate to contact me.

/jvd

Attachments

Cc: Bryant Kittrell, GUC Board Chair



**Greenville  
Utilities**

Greenville Utilities Commission  
Greenville City Council  
Customers of Greenville Utilities

Ladies and Gentlemen:

The proposed FY 2007-2008 budget reflects the combined efforts of the Management Team, employees and the Board to carefully review all budgetary requests with a watchful eye on prudent spending, good business practices, customer expectations and system reliability. The annual budget has been prepared to ensure that we fulfill our mission to provide safe and reliable utility services at the lowest reasonable cost, with exceptional customer service.

As we continue to move forward with our strategic plan, our approach to budget planning supports a long-term viewpoint. It is important to take a multi-year approach to budgeting, using our On the Mark Balanced Scorecard as our guiding tool. While Greenville Utilities' budget goals focus on end-of-year performance, debt service coverages and fund balances, we have also concentrated on the long-term sustainability of each fund in order to meet future financial challenges.

**Budget Goals**

Guiding all budgetary decisions is our commitment to provide excellent service while maintaining a viable financial position. To that end, our budget goals are designed to achieve the following:

- Meet customer needs
- Provide reliable utility services at the lowest reasonable cost
- Position GUC to achieve greater efficiencies
- Continue to meet regulatory requirements
- Preserve bond ratings
- Minimize rate increases
- Avoid future rate shock
- Ensure financial viability of each fund
- Prepare for emergency situations
- Prepare for opportunities

**Sustainability**

The following initiatives have been included in the budget to position GUC for long-term financial sustainability and assist in achieving our objectives for the upcoming year:

- Develop Process Improvement Program
- Evaluate & select Business Performance/Strategic Management System
- Develop flu pandemic business continuity plan

PO Box 1847  
Greenville, NC  
27835-1847  
752 752-7166  
ww.guc.com

Your Local  
Advantage

- Develop & implement Facilities Master Plan
- Conduct rate studies on regular schedule
- Evaluate inventory system
- Establish & implement standards & best practices in customer service
- Enhance employee development
- Develop & implement employee awareness survey & focus group
- Develop & implement public awareness program
- Implement innovation program to identify cost savings through innovative processes and procedures
- Establish procurement optimization program
- Identify and evaluate current value added services
- Continue to build long-term partnerships in the region
- Complete and implement corporate Key Performance Indicators (KPI's)

### **Budget Challenges**

Rising costs for fuel, energy, supplies, materials and insurance make it necessary to be constantly vigilant with expenditure controls, to be lean and efficient with staffing and work practices, and to build partnerships to grow load as GUC becomes more of a regional utility consistent with its vision.

It is important that each of the four enterprise funds is self-supporting in order to meet future financial challenges, as individual funds, on a sustained basis.

The balancing process for the budget addressed several areas, including the review and analysis of the following:

- Capital expenditures for appropriate timing
- Operations and maintenance expenses
- Fees and charges
- Requested personnel additions
- Cost saving opportunities

Greenville Utilities' Electric Fund is stable, but long-term growth in our cash position is needed to align with our financial policies. Similarly, the Gas Fund is stable, but dependent upon interruptible volumes. The Electric, Gas and Sewer Funds were balanced without any rate increases, although a modest Gas rate adjustment was implemented effective May 1, 2007.

There are substantial challenges with the Water and Sewer Funds. Budget models used in previous years forecast deficits in water and sewer funds due in part to debt service payments associated with large and expensive regulatory infrastructure projects. Since FY 2002-03, regulatory mandates alone have increased costs by an average of \$1.7 million annually for the Water Fund and \$2.8 million annually for the Sewer Fund. Increasing costs for chemicals, fuel and utilities have also placed a burden on these funds.

Current revenue trends will not provide long-term solutions. While account growth is helpful, revenue growth is needed to fund operations in Water and Sewer.

GUC is in the process of completing a water/sewer rate study. Preliminary recommendations include changes in rates, fees & charges, etc. as part of an ongoing effort to fund future requirements. While the Sewer Fund is balanced for FY 07-08 with no rate or fee increases, staff suggested the recommendations from the rate study be reviewed further after the budget process with possible action considered in late summer or early fall.

Consistent with recommendations from the rate study, the budget includes an overall water revenue increase of 10.9% to be effective July 1, 2007, subject to the FY 2007-2008 budget adoption.

### **Budget Highlights**

In summary, through a combination of managing the timing of capital projects and expenditures, gaining efficiencies, expenditure reductions, and fine-tuning revenue forecasts, the budgets for Electric, Sewer and Gas are balanced with no rate increases. An overall adjustment of 10.9% in water revenue is proposed to be effective July 1, 2007.

A total of ten (10) new positions were requested by staff for Fiscal Year 2007-2008. After review and consideration, the budget includes a net of two (2) new employees to our workforce.

The FY 2007-2008 budget highlights and inclusions are:

- No FY 07-08 rate/fee increase in electric, sewer or gas
- Implementation of rate study recommendations to include an overall 10.9% water revenue increase to be effective 7-1-07
- Allowance for anticipated 10% increase in health insurance
- Allowances for recommendations from the joint Pay/Benefits Committee to be presented at City Council/GUC Board joint meeting on April 23
  - 3% market adjustment
  - Continuation of 1.5% merit pool
  - \$5/pay period increase in 401K contribution
- Two (2) new employees
- Funding for M/WBE Program in conjunction with City
- Funding for new initiatives

### SUMMARY

The FY 2007-08 budget was developed with the staff's best efforts to control costs while continuing to provide a high level of service to our customers. We have not only balanced the budget for the near term, but have also included key components to position GUC for long-term financial sustainability. Continuing to focus on these keys to sustainability will provide the foundation for service to our customers for the future.



Ronald D. Elks  
General Manager/CEO

**GREENVILLE UTILITIES COMMISSION  
REVENUE AND EXPENDITURES  
ALL FUNDS**

	<b>2005-06 Actual</b>	<b>2006-07 Budget</b>	<b>2006-07 Projected</b>	<b>2007-08 Plan</b>	<b>2007-08 Budget</b>
<b>REVENUE:</b>					
Rates & Charges	\$210,899,155	\$224,083,998	\$223,490,185	\$230,436,898	\$226,996,575
Fees & Charges	2,140,711	2,079,200	2,580,827	1,979,800	2,438,733
U. G. & Temp. Ser. Chgs.	533,117	506,000	431,000	506,000	431,000
Miscellaneous	1,333,968	670,326	1,107,513	670,876	715,650
Int. on Temp. Invest.	1,716,642	1,810,000	2,398,329	1,710,000	2,555,245
Acreage Fees	642,718	678,750	542,155	0	500,000
Pitt County	430,438	430,437	430,437	430,437	430,437
Transfer from Cap Projects	558,000	544,871	700,136	0	0
	<b><u>\$218,254,749</u></b>	<b><u>\$230,803,582</u></b>	<b><u>\$231,680,582</u></b>	<b><u>\$235,734,011</u></b>	<b><u>\$234,067,640</u></b>
<b>EXPENDITURES:</b>					
Operations	\$37,230,436	\$41,526,221	\$41,600,072	\$42,299,921	\$43,384,775
Purchased Power	123,097,267	132,880,000	131,515,434	134,960,000	132,953,215
Purchased Gas	29,663,022	26,510,000	28,991,037	27,250,000	29,238,332
Capital Outlay	10,156,810	11,754,457	12,812,565	11,601,022	11,284,967
Debt Service	11,130,925	10,553,016	10,341,266	10,272,850	11,585,066
City Turnover	4,797,307	4,901,991	4,990,003	4,918,250	4,953,902
Transf to Cap. Projects	101,000	0	369,201	0	0
Operating Contingencies	0	2,677,897	1,061,004	0	667,383
	<b><u>\$216,176,767</u></b>	<b><u>\$230,803,582</u></b>	<b><u>\$231,680,582</u></b>	<b><u>\$231,302,043</u></b>	<b><u>\$234,067,640</u></b>

**GREENVILLE UTILITIES COMMISSION  
REVENUE AND EXPENDITURES  
ELECTRIC FUND**

	<u>2005-06 Actual</u>	<u>2006-07 Budget</u>	<u>2006-07 Projected</u>	<u>2007-08 Plan</u>	<u>2007-08 Budget</u>
<b>REVENUE:</b>					
Rates & Charges	\$152,459,360	\$166,100,000	\$162,947,623	\$171,500,000	\$164,513,738
Fees & Charges	574,037	614,000	630,000	618,000	640,000
U. G. & Temp. Ser. Chgs.	533,117	506,000	431,000	506,000	431,000
Miscellaneous	997,741	415,919	689,981	467,919	417,239
Int. on Temp. Invest.	1,279,681	1,350,000	1,835,000	1,300,000	2,004,607
	<u><b>\$155,843,936</b></u>	<u><b>\$168,985,919</b></u>	<u><b>\$166,533,604</b></u>	<u><b>\$174,391,919</b></u>	<u><b>\$168,006,584</b></u>
<b>EXPENDITURES:</b>					
Operations	\$17,390,152	\$20,125,520	\$19,957,659	\$20,508,086	\$20,506,679
Purchased Power	123,097,267	132,880,000	131,515,434	134,960,000	132,953,215
Capital Outlay	6,583,979	7,783,481	8,570,901	7,809,529	7,548,815
Debt Service	1,992,736	1,874,874	1,727,030	1,737,750	2,410,714
City Turnover	3,850,598	3,888,782	3,986,370	3,849,600	3,919,778
Operating Contingencies	0	2,433,262	776,210	0	667,383
	<u><b>\$152,914,732</b></u>	<u><b>\$168,985,919</b></u>	<u><b>\$166,533,604</b></u>	<u><b>\$168,864,965</b></u>	<u><b>\$168,006,584</b></u>

**GREENVILLE UTILITIES COMMISSION  
REVENUE AND EXPENDITURES  
WATER FUND**

	<u>2005-06 Actual</u>	<u>2006-07 Budget</u>	<u>2006-07 Projected</u>	<u>2007-08 Plan</u>	<u>2007-08 Budget</u>
<b>REVENUE:</b>					
Rates & Charges	\$10,439,411	\$10,775,000	\$10,676,632	\$11,230,871	\$11,651,755
Fees & Charges	807,523	728,000	961,200	611,800	738,933
Miscellaneous	139,154	146,069	145,919	94,119	126,278
Int. on Temp. Invest.	85,537	80,000	125,000	80,000	128,885
Transfer from Cap Projects	258,000	0	0	0	0
	<u><b>\$11,729,625</b></u>	<u><b>\$11,729,069</b></u>	<u><b>\$11,908,751</b></u>	<u><b>\$12,016,790</b></u>	<u><b>\$12,645,851</b></u>
<b>EXPENDITURES:</b>					
Operations	\$7,486,103	\$7,769,203	\$7,810,309	\$7,763,523	\$8,251,189
Capital Outlay	1,200,736	971,683	1,172,982	1,329,769	1,173,901
Debt Service	3,018,880	2,852,908	2,825,064	2,811,780	3,220,761
Transfer to Cap Projects	0	0	90,701	0	0
Operating Contingencies	0	135,275	9,695	0	0
	<u><b>\$11,705,719</b></u>	<u><b>\$11,729,069</b></u>	<u><b>\$11,908,751</b></u>	<u><b>\$11,905,072</b></u>	<u><b>\$12,645,851</b></u>

**GREENVILLE UTILITIES COMMISSION  
REVENUE AND EXPENDITURES  
SEWER FUND**

	<u>2005-06 Actual</u>	<u>2006-07 Budget</u>	<u>2006-07 Projected</u>	<u>2007-08 Plan</u>	<u>2007-08 Budget</u>
<b>REVENUE:</b>					
Rates & Charges	\$11,061,575	\$11,699,361	\$11,507,472	\$11,845,939	\$11,844,159
Fees & Charges	597,831	567,200	820,800	580,000	833,117
Miscellaneous	89,719	46,419	106,091	46,919	76,273
Acreage Fees	642,718	678,750	542,155	0	500,000
Pitt County	430,438	430,437	430,437	430,437	430,437
Int. on Temp. Invest.	260,633	300,000	343,329	250,000	321,753
Transfer from Cap Projects	300,000	544,871	700,136	0	0
	<u><b>\$13,382,914</b></u>	<u><b>\$14,267,038</b></u>	<u><b>\$14,450,420</b></u>	<u><b>\$13,153,295</b></u>	<u><b>\$14,005,739</b></u>
<b>EXPENDITURES:</b>					
Operations	\$7,248,177	\$7,826,523	\$7,941,906	\$8,120,651	\$8,187,928
Capital Outlay	1,232,478	1,699,663	1,564,489	1,175,874	1,172,491
Debt Service	4,799,018	4,691,635	4,663,990	4,590,950	4,645,320
Transfer to Cap Projects	101,000	0	278,500	0	0
Operating Contingencies	0	49,217	1,535	0	0
	<u><b>\$13,380,673</b></u>	<u><b>\$14,267,038</b></u>	<u><b>\$14,450,420</b></u>	<u><b>\$13,887,475</b></u>	<u><b>\$14,005,739</b></u>

**GREENVILLE UTILITIES COMMISSION  
REVENUE AND EXPENDITURES  
GAS FUND**

	<u>2005-06 Actual</u>	<u>2006-07 Budget</u>	<u>2006-07 Projected</u>	<u>2007-08 Plan</u>	<u>2007-08 Budget</u>
<b>REVENUE:</b>					
Rates & Charges	\$36,938,809	\$35,509,637	\$38,358,458	\$35,860,088	\$38,986,923
Fees & Charges	161,320	170,000	168,827	170,000	226,683
Miscellaneous	107,354	61,919	165,522	61,919	95,860
Int. on Temp. Invest.	90,791	80,000	95,000	80,000	100,000
	<u><b>\$37,298,274</b></u>	<u><b>\$35,821,556</b></u>	<u><b>\$38,787,807</b></u>	<u><b>\$36,172,007</b></u>	<u><b>\$39,409,466</b></u>
<b>EXPENDITURES:</b>					
Operations	\$5,106,004	\$5,804,975	\$5,890,198	\$5,907,661	\$6,438,979
Purchased Gas	29,663,022	26,510,000	28,991,037	27,250,000	29,238,332
Capital Outlay	1,139,617	1,299,630	1,504,193	1,285,850	1,389,760
Debt Service	1,320,291	1,133,599	1,125,182	1,132,370	1,308,271
City Turnover	946,709	1,013,209	1,003,633	1,068,650	1,034,124
Operating Contingencies	0	60,143	273,564	0	0
	<u><b>\$38,175,643</b></u>	<u><b>\$35,821,556</b></u>	<u><b>\$38,787,807</b></u>	<u><b>\$36,644,531</b></u>	<u><b>\$39,409,466</b></u>

ORDINANCE NO. \_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
2007-08 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2007 and ending June 30, 2008 to meet the subsequent expenditures, according to the following schedules:

<u>REVENUE</u>		<u>BUDGET</u>
<b>A. <u>Electric</u></b>		
Rates & Charges	\$164,513,738	
Fees & Charges	640,000	
U.G. Temp. Service Charges	431,000	
Miscellaneous	417,239	
Interest on Temp. Investments	2,004,607	
Total Electric Revenue		\$168,006,584
<b>B. <u>Water</u></b>		
Rates & Charges	\$11,651,755	
Fees & Charges	738,933	
Miscellaneous	126,278	
Interest on Temp. Investments	128,885	
Total Water Revenue		\$12,645,851
<b>C. <u>Sewer</u></b>		
Rates & Charges	\$11,844,159	
Fees & Charges	833,117	
Miscellaneous	76,273	
Acreage Fees	500,000	
Pitt County	430,437	
Int. On Temp. Investments	321,753	
Total Sewer Revenue		\$14,005,739
<b>D. <u>Gas</u></b>		
Rates & Charges	\$38,986,923	
Fees & Charges	226,683	
Miscellaneous	95,860	
Int. on Temp. Investments	100,000	
Total Gas Revenue		\$39,409,466
<b>TOTAL REVENUE</b>		<b>\$234,067,640</b>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2007 and ending on June 30, 2008, according to the following schedules:

BUDGET

Governing Body Department	\$4,949,201
Finance Department	\$15,191,093
Information Technology Department	\$2,902,251
Human Resources Department	\$1,432,106
Customer Relations Department	\$4,146,611
Utility Locating Services	\$534,326
Meter Department	\$3,077,265
Electric Department	\$152,745,436
Water Department	\$6,895,871
Sewer Department	\$7,159,252
Gas Department	\$35,034,229
TOTAL EXPENDITURES	<u>\$234,067,640</u>

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

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

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

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

Adopted this the \_\_\_\_\_ day of June, 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

Attest:

\_\_\_\_\_  
Wanda T. Elks, City Clerk



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

---

**Title of Item:** Discussion of the recommendations of the Citizens Advisory Commission on Cable Television

**Explanation:** The Citizens Advisory Commission on Cable Television has asked for guidance regarding their role in the City. Most, if not all, of their responsibilities have either been taken away through State and Federal legislation or have been taken over by City staff while the Commission was unable to gather a quorum for several years. At the April 9, 2007 City Council meeting, the Vice-Chair made recommendations concerning the role of the Commission. These recommendations were as follows:

- Change the Commission's purpose to be an advisory commission to make sure that GTV9 meets its purpose of effectively communicating to citizens about City government
- Change the name of the Commission to the GTV Advisory Commission
- Council give the Commission direction in their responsibilities and duties
- Council fund another position in the video department

**Fiscal Note:** To be determined.

**Recommendation:** City Council discuss the role of the Citizens Advisory Commission on Cable Television.

**Attachments / click to download**

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# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

**Title of Item:** Affordable Housing Loan to Landmark Asset Services, Inc.

**Explanation:** As part of the Redevelopment Commission's 2006-2007 Annual Work Plan, the Commission is partnering with a private development entity to construct high-quality, yet affordable multifamily rental housing along Martin Luther King, Jr. Drive. In order to insure the affordability of the project, the Commission's private development partner, Landmark Development, is requesting a loan in the amount of \$525,000 to ensure better than market permanent financing for the development. Such a loan is viewed favorably by the North Carolina Housing Finance Agency and will provide the City with additional scoring opportunities in the highly competitive tax credit award process controlled by that agency. Information on the application and the loan was shared with City Council at the December 14, 2006 Council meeting.

**Fiscal Note:** Once authorized by the Greenville City Council, the City will make a loan to Landmark Asset Services Inc., upon the approval of the North Carolina Housing Tax Credit application, for the purpose of providing affordable rental housing in the amount of \$525,000 over a 20-year term at a rate of 2% compounded monthly. Funds for the loan will be from the Bonner's Lane Capital Reserve fund. Landmark will make annual payments to the City in the amount of \$31,870.65.

**Recommendation:** City Council approve the loan to Landmark Asset Services, Inc. in the amount of \$525,000 for the purpose of developing affordable rental housing.

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

Attachments / click to download

[Landmark Promissory Note](#)



## PROMISSORY NOTE

\$525,000.00

Greenville, North Carolina  
\_\_\_\_\_, 2009

FOR VALUE RECEIVED, the undersigned NATHANIEL VILLAGE, LLC, a North Carolina limited liability company (“Maker”), promises to pay to the order of the CITY OF GREENVILLE (“Holder”), at \_\_\_\_\_, Greenville, NC \_\_\_\_\_, or at such other place or to such other person as the Holder may, from time to time, designate in writing, the principal sum of FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$525,000.00). Interest shall accrue from the date of this Note on the unpaid principal amount of this Note at a rate per annum equal to two percent (2.0%). Commencing on \_\_\_\_\_, 2010, Borrower shall begin making annual payments equal to Thirty One Thousand Eight Hundred Seventy Dollars and 65/100 (\$31,870.65) per year, and thereafter continuing with such payments on each \_\_\_\_\_ through and including \_\_\_\_\_, 2029, at which time all remaining outstanding principal and interest shall be paid in one balloon payment on \_\_\_\_\_, 2029.

The obligations of the Maker hereunder shall be non-recourse as to the Maker.

This Note may be prepaid in whole or in part at any time without incurring penalty.

If there is a default in the payment of any part of the principal due under this Note as the same becomes due and payable and such default is not cured within thirty (30) days of written notice thereof, then, in any such event, the Holder shall have the option of declaring the entire unpaid principal balance of this Note immediately due and payable. In addition, the following shall constitute a default hereunder: (a) if the apartment project to be known as Nathaniel Village (the “Project”) is not placed in service on or before December 31, 2009; or (b) if the loan funds are used for anything other than in connection with the construction and other costs of the Project; or (c) if the Project is used for anything other than residential purposes in accordance with the Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits to be entered into by the Maker and the North Carolina Housing Finance Agency, a body corporate and instrumentality of the State, and recorded in the Pitt County Registry. In any such event of default, the Holder shall have the option of declaring the entire unpaid principal balance of this Note immediately due and payable. If, after a default under this Note, it becomes necessary for Holder to place this Note in the hands of an attorney for collection, Maker agrees to pay reasonable attorneys’ fees and all other costs that may be reasonably incurred by Holder in the collection of sums due under this Note, including any costs incurred by Holder in connection with the filing by Maker of a petition under the United States Bankruptcy Code.

The Maker hereby waives grace, notice, protest, demand, presentment for payment and diligence in the collection of this Note and agrees that its liability for the payment of this Note shall not be affected or impaired by any release or change in the security or by any extension of time for the payment of all or any part of the principal and interest due under this Note.

Whenever used in this Note, the words "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized managing member and its seal affixed as of the date first above written.

NATHANIEL VILLAGE, LLC  
(SEAL)

By: Landmark Asset Services, Inc.,  
Managing Member

By: \_\_\_\_\_  
Bill Scantland, Vice President

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Signed:

Recording: Time, Book and Page

Mail after recording to: Blanco Tackabery Combs & Matamoros, P.A., P.O. Drawer 25008, Winston-Salem, NC 27114-5008  
This instrument prepared by: Deborah L. McKenney, Esquire

Brief Description for the index

## NORTH CAROLINA LEASEHOLD DEED OF TRUST

THIS LEASEHOLD DEED of TRUST made \_\_\_\_\_, 2009, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
<b>NATHANIEL VILLAGE, LLC, a North Carolina limited liability company</b> <b>c/o Landmark Asset Services, Inc.</b> <b>406 E. Fourth Street</b> <b>Winston-Salem, NC 27101</b>		<b>CITY OF GREENVILLE, a North Carolina body corporate and politic</b>

Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of **Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$525,000.00)**, as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is \_\_\_\_\_, 2029.

Pursuant to that certain Ground Lease (the "Lease") dated \_\_\_\_\_, 2009, between Redevelopment Commission of Greenville, as lessor, and Grantor, as lessee, Grantor leases the Premises (as defined below).

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, Grantor's leasehold interest in the parcel(s) of land situated in the City of **Greenville, Pitt** County, North Carolina, (the "Premises") and more particularly described as follows:

See **Exhibit A** attached hereto and incorporated herein.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor. If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five percent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENTS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, in any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in leasehold, has the right to convey the same in leasehold, that title is marketable and free and clear of all encumbrance other than those of records, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.



**THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized managing members and its seal to be hereunto affixed by authority of its members, the day and year first above written.

NATHANIEL VILLAGE, LLC (SEAL)

By: Landmark Asset Services, Inc., managing member

By:  
Bill Scantland, Vice President

SEAL-STAMP

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid, certify that **Bill Scantland** personally appeared before me this day and acknowledged that he is the Vice President of Landmark Asset Services, Inc., a North Carolina corporation, managing member of Nathaniel Village, LLC, a North Carolina limited liability company, and that he as Vice President of the managing member of the limited liability company, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the limited liability company for the purposes stated therein.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2009.

My commission expires: \_\_\_\_\_  
Notary Public

SEAL-STAMP

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR

COUNTY

By \_\_\_\_\_ Deputy/Assistant-Register of Deeds.

**EXHIBIT A**

**Legal Description**

415 Martin Luther King, Jr. Drive – Tax parcel Number 28844  
411 Martin Luther King, Jr. Drive – Tax Parcel Number 28837  
Vacant tract along Bonners Lane – Tax Parcel Number 28841  
234 Bonners Lane - Tax Parcel Number 28897  
414 Bonners Lane – Tax Parcel Number 10848  
416 Bonners Lane – Tax Parcel Number 04433  
420 Bonners Lane – Tax Parcel Number 17752  
424 Bonners Lane – Tax Parcel Number 19843  
426 Bonners Lane – Tax Parcel Number 17741  
Vacant tract along Martin Luther King, Jr. Drive Common area and Tax Parcel Number 37368,  
37369, 37370, 37371, 37372, 37373, 37374, 37375, 37376, 37377, 37381, 37380, 37379, 37378, 37367,  
37366, 37365, 37364, 37363, 37362, 37361, 37360, 37382, 37383, 37384, and 37385.

Attachment number 2  
Page 3 of 3



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

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**Title of Item:** Resolution authorizing the Redevelopment Commission of Greenville to lease certain real property to Landmark Asset Services, Inc.

**Explanation:** As part of the Redevelopment Commission's 2006-2007 Annual Work Plan, the Commission is partnering with a private development entity to construct high-quality, affordable multifamily rental housing on Martin Luther King, Jr. Drive. In order to insure the affordability of the project, the Commission's private development partner, Landmark Development, has submitted an application to the North Carolina Housing Finance Agency (NCHFA) for an allocation of federal and state Low Income Housing Tax Credits. If awarded, such tax credit allocations can provide as much as 90 cents on the dollar of equity into affordable housing projects.

As the allocation process is highly competitive, the Redevelopment Commission and Landmark have determined the need to alter the lease agreement from the original sum of \$15,000 per year to a lease of \$1 per year. Such a lease amount will be considered as a local government property donation by the North Carolina Housing Finance Agency and should result in the award of additional points for the City's application.

**Fiscal Note:** Once authorized by the Greenville City Council, the Redevelopment Commission will lease all property through the negotiated offer-upset bid process as authorized by NCGS 160A-269.

**Recommendation:** City Council approve the resolution authorizing the Redevelopment Commission to lease certain real properties listed in the resolution for the purpose of the creation of affordable housing.

**Attachments / click to download**

 [Landmark One Dollar Lease](#)

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RESOLUTION NO. 07-  
RESOLUTION APPROVING THE LEASE OF CERTAIN REAL PROPERTY  
BY THE REDEVELOPMENT COMMISSION OF GREENVILLE  
TO LANDMARK ASSET SERVICES, INC.

WHEREAS, the Redevelopment Commission of Greenville desires to lease certain real property in order to accommodate an affordable housing project which is consistent with the approved redevelopment plan; and

WHEREAS, North Carolina General Statute 160A-512(6) authorizes the Redevelopment Commission, with the approval of City Council, to sell or otherwise dispose of real property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the lease of the hereinafter described property by the Redevelopment Commission of Greenville for an annual lease payment of One Dollar (\$1) for a thirty-five (35) year lease term to Landmark Asset Services, Inc. for an affordable housing project consistent with the approved Redevelopment Plan, said property being described as follows:

415 Martin Luther King, Jr. Drive – Tax parcel Number 28844  
411 Martin Luther King, Jr. Drive – Tax Parcel Number 28837  
Vacant tract along Bonners Lane – Tax Parcel Number 28841  
414 Bonners Lane – Tax Parcel Number 10848  
416 Bonners Lane – Tax Parcel Number 04433  
420 Bonners Lane – Tax Parcel Number 17752  
424 Bonners Lane – Tax Parcel Number 19843  
426 Bonners Lane – Tax Parcel Number 17741  
234 Bonners Lane – Tax Parcel Number 28897  
Vacant tract along Martin Luther King, Jr. Drive - Common area and Tax Parcel  
Numbers: 37368, 37369, 37370, 37371, 37372, 37373, 37374, 37375,  
37376, 37377, 37381, 37380, 37379, 37378, 37367, 37366, 37365, 37364,  
37363, 37362, 37361, 37360, 37382, 37383, 37384, and 37385.

This the 7th day of May, 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

**Title of Item:** Lease agreement for storage facility located at 509 West Fourteenth Street

**Explanation:** With the sale of the Old Pepsi Plant, the City of Greenville has need for additional storage space. This space will be used to store items that the City periodically accumulates and ultimately declares as surplus equipment. In addition, there are certain items that the City is required to archive for certain periods of time that need dry, conditioned, and secure space for adequate storage.

To meet this need, staff has identified an 8,000 square foot building located at 509 West Fourteenth Street that will meet the City's immediate need for storage. The building was formerly an unfinished furniture retail sales establishment and later an antique furniture sales business. It is located directly adjacent to the CSX rail line and within 300 feet of the Public Works Department. 6,000 square feet of the building is heated with air conditioning with the remaining being heated only. It is equipped with roll-up doors and a loading dock, making it very suited to the City's needs.

The lease rate is \$2,100 per month for a total of \$25,200 per year. This equates to \$3.15 per square foot per year. Utilities are not included and will be the responsibility of the City. The term is for two years with the option to renew for an additional year.

Staff has inspected the facility and feels that it will meet the City's current and long-term storage needs. The lease rate is considered reasonable for conditioned storage space.

**Fiscal Note:** Approval of the attached lease will obligate the City to a lease rate of \$25,200 per year plus utilities estimated at \$3,600 per year for a total estimated annual outlay of \$28,800 per year. Funds for the first year of the lease will be appropriated from the Old Pepsi Plant sale proceeds. Funds for subsequent year payments will be included in future Public Works Department budgets.

**Recommendation:** City Council approve the lease agreement and authorize the City Manager to execute on behalf of the City.

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

Attachments / click to download

 [Lease Agreement - Storage Facility - Charles Gregory Edwards - 14th Street](#)

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**STATE OF NORTH CAROLINA  
COUNTY OF PITT**

**LEASE  
AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2007, by and between Charles Gregory Edwards, (hereinafter "Lessor"), and the CITY OF GREENVILLE, a North Carolina municipal corporation with its principal office in Greenville, North Carolina (hereinafter "Lessee");

WITNESSETH

In consideration of the mutual covenants and promises herein contained, the Lessor does hereby let and lease unto the Lessee the following described real property together with the building and all improvements now situated or hereafter to be located upon said property under the terms and conditions hereafter recited:

That parcel of land located at the southeast corner of the intersection of 14<sup>th</sup> Street and the CSX railroad right-of-way, having an address of 509 W. 14<sup>th</sup> Street, Greenville, North Carolina 27834, and as described in Deed Book Z-50, Page 302, and consisting of Pitt County Tax Parcel Numbers 018831, 018065, 019806, and 004373.

To Have and to Hold said premises upon these conditions and with those privileges herein set forth for the terms stated and pursuant to the covenants herein contained, said covenants and conditions as follows:

1. TERM. The term of this lease shall be for two (2) years, commencing at 12:01 a.m. on the 1st day of June, 2007, and ending at 12:01 a.m. on the 31st day of May, 2009, both dates inclusive. Provided that all installments of rental theretofore due have been paid and all other conditions of this Lease Agreement have been properly complied with by Lessee, Lessee may at its option extend this Lease Agreement for an additional term of one (1) year by giving to Lessor written notice of its intention so to do not later than the first day of March, 2009; and in the event of such extension all of the terms and conditions of this Lease Agreement shall continue in full force and effect. Thereafter, the term of this Lease Agreement may be extended upon mutual agreement of the Lessor and Lessee.

2. MONTHLY RENT. The Lessee agrees to pay rent in the monthly installments of two thousand one hundred and no/100ths dollars (\$2,100.00), with each monthly installment being due on the first calendar day of the month for the then current month.

3. IMPROVEMENTS BY LESSEE. Lessee shall have the right at its expense during the term of this Lease Agreement, with the written consent of the Lessor, to make such alterations, additions and improvements to the premises as desired, but said improvements (except for trade fixtures and personal property placed upon the premises by Lessee) shall be and become a part of the realty and shall be the sole and absolute property of the Lessor upon the termination of this lease. No improvements so made by Lessee shall give right to any lien against the demised premises on account thereof, it being understood that the liability therefore shall be the sole responsibility of the Lessee. Upon the termination of this Lease Agreement for whatever reason, Lessee at its expense shall return the demised premises to Lessor in as good condition as existed upon occupancy by Lessee,

ordinary wear and tear excepted.

4. AD VALOREM TAXES. All ad valorem taxes imposed by any city or county or other taxing authority upon the demised premises and the improvements or equipment placed thereon shall, during the term of this Lease Agreement, be the responsibility of and shall be paid for by the Lessor.

5. INSTALLATION AND REMOVAL OF FIXTURES. Lessee may install such fixtures and equipment (including, but not limited to, data and telephone lines) as may be necessary for its purposes in the leased property without the violation of the terms hereof and, at the end of the term may remove the same. Any damage inflicted to the subject property by the removal of fixtures and/or equipment shall be repaired in full at the expense of the Lessee. Included by way of illustration and not limitation are any holes left in the walls or roof of the building by the removal of equipment and/or fixtures and any bolts extending from the walls or floors of the building caused by the removal of fixtures and/or equipment.

6. REPAIRS. During the term of the Lease Agreement, the Lessor shall maintain, at its expense, the roof and the exterior walls of the demised premises. The Lessee shall maintain and repair the electrical, plumbing, heating, air conditioning and other mechanical installations of the demised premises, all parking areas used in conjunction with the demised premises and the interior of the demised premises, and shall return the same to Lessor at the termination of this Lease Agreement in the same condition as existed upon the beginning date hereof, ordinary wear and tear excepted. The obligations imposed upon the Lessee by this paragraph shall include the obligation to maintain and repair window glass. Any damage resulting to the interior of the demised premises or fixtures or equipment installed therein by the Lessee due to the failure of the Lessee to maintain the said premises shall be the responsibility of the Lessee. At the expiration of the term of this Lease Agreement, the premises shall be returned to Lessor in as good condition as existed on the date of its possession, normal wear and tear excepted. Lessor shall have no responsibility to make any repairs or to replace any fixtures or equipment whatsoever to the premises except as specifically provided herein.

7. INSURANCE. Lessor shall at all times during the term of this Lease Agreement maintain and keep in force, at its expense, fire and extended coverage insurance in a reasonable amount determined by Lessor to be sufficient to protect Lessor against the replacement cost of the demised premises and improvements thereon in the event of loss covered by such insurance. Any insurance upon fixtures or contents placed upon the demised premises by Lessee shall be the sole responsibility of and shall be paid for by the Lessee.

8. UTILITIES. During the term of this Lease Agreement, the Lessee shall provide and pay for all utilities, including but not limited to all charges for lights, heat, water, sewer and telephone or other communication service used in connection with said leased property.

9. INDEMNITY. The Lessor shall not be liable to the Lessee, to the employees or visitors thereof, or to any other person for any damage to person or property caused by any negligent act or omission of the Lessee, its agents, employees, or invitees, and the Lessee agrees to indemnify and

hold the Lessor harmless from all claims for any such damage.

10. USE OF PREMISES. Any use of the premises for purposes other than as a storage facility for the storage of office equipment, supplies, files and other material shall be prohibited without the prior written consent of Lessor, which approval shall not be unreasonably withheld; provided that the same shall never be used in such a manner or for the purposes as to cause the same to be rated by fire insurance companies as extra-hazardous.

11. DAMAGE OR DESTRUCTION BY FIRE. In the event that the building on the leased property shall be damaged by fire or other casualty covered by extended coverage insurance during the term of this lease, the Lessee shall give immediate notice thereof in writing to the Lessor. If the said building is not damaged to such an extent as to render it wholly untenable, the Lessor agrees to repair such damages at its own expense commencing no later than five (5) days after the receipt of such notice, and to complete such repairs with due and reasonable diligence. Rent shall be reduced and rebated for any part of the leased premises rendered unfit for occupancy during the period such unfitness continues.

If the damage to said building shall render it wholly untenable, the Lessor agrees to make such premises tenable with due and reasonable diligence at its own expense from the proceeds of those insurance policies in effect at that time; and further provided, however, that should the estimated time required to restore said premises exceed thirty (30) days, the Lessee shall have the option to terminate this lease. There shall be no payment of rent until the premises are rendered fit for occupancy and any rent paid shall be rebated for the period such unfitness continues. Any proceeds of insurance not expended by Lessor because of Lessee's decision to terminate the lease under this paragraph shall be the sole property of Lessor or its designee, as their interest may appear.

12. ASSIGNMENT AND SUBLETTING. The Lessee shall make no assignment of this Lease Agreement or sublease of the parties or any portion thereof except with the written consent of the Lessor, which consent shall not be unreasonably withheld; provided, that such assignment or subletting shall not relieve Lessee of the obligations for monthly rent herein provided unless said obligations are discharged by Lessor in writing.

13. DEFAULT. Should the Lessee neglect to make any payment of rent when due or neglect to do or perform any covenant hereof binding on Lessee and any such default continues for a period of thirty (30) days after written notice by the Lessor calling attention to such default, the Lessor may declare this Lease Agreement terminated and take possession of the said premises without prejudice to any other legal remedy on account of such default. In addition, any amounts owed by Lessee to Lessor under and by virtue of any provisions of the lease shall bear interest at the rate of 8% per annum from the date of default or nonpayment until paid. Should the Lessor neglect to do or perform any covenant hereof binding on Lessor and any such default continues for a period of thirty (30) days after written notice by the Lessee calling attention to such default, the Lessee may declare this Lease Agreement terminated and vacate the said premises without prejudice to any other legal remedy on account of such default.

14. QUIET ENJOYMENT. Upon payment of the rental herein provided and upon

performance of all the covenants, terms and conditions hereof applicable to the Lessee, the Lessee shall peaceably and quietly hold and enjoy the leased property for the term hereof without hindrance or interruption by the Lessor or any other person or persons rightfully claiming by, through or under the Lessor, subject nevertheless to the terms and conditions of this lease.

15. RIGHT OF FIRST REFUSAL. At any time during the term of this lease, Lessee shall have the right of first refusal to purchase the demised premises. If the Lessee determines to sell the demised premises, Lessor shall give written notice to Lessee that it has determined to sell the demised premises pursuant to a bonafide offer, said notice to specify the purchaser, the purchase price and include a copy of the contract which contains said offer. The Lessee shall have a period of sixty (60) days to determine whether to purchase the property for the purchase price and conditions of the offer. If the Lessee determines to purchase, then the Lessee shall give written notice to the Lessor of its determination to purchase and the Lessor and Lessee shall have an additional thirty (30) days to consummate the purchase with the Lessor conveying to the Lessee the fee simple title to the demised premise by General Warranty Deed free and clear of encumbrances except franchise agreements, easements and rights of way now of record in Pitt County, ad valorem taxes for the then current year, the payment of which shall be prorated between the parties as of the date of closing, and any encumbrances hereafter consented to in writing by Lessor and Lessee. If the Lessee determines to not purchase the demised premises, then the Lessor may consummate the sale to the purchaser pursuant to the bonafide offer subject to this Lease Agreement.

16. ACCESS BY OWNER. The Lessor or representatives thereof shall have the right to enter the leased property, with notice to the Lessee and when accompanied by an employee of the Lessee, at any and all reasonable times for the purpose of inspecting the same or for the purpose of ensuring that all repairs required of the Lessee under the terms hereof are made.

17. WAIVER. No waiver of the rights of the Lessor hereunder shall be implied from the acceptance of rental payments subsequent to a default by the Lessee, nor shall any waiver of such rights be deemed applicable to a like subsequent default.

18. NOTICES. Any notice or other communication required or permitted hereunder shall be delivered in person or sent by United States certified mail, postage prepaid, to the party to whom directed addressed as follows:

TO LESSOR:  
Charles Gregory Edwards  
3714 Cancion Street  
Greenville, NC 27835

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

19. LESSOR'S COVENANTS. Lessor covenants and agrees that is seized and possessed of the demised premises, and has the right without limitation or claim by any third party to enter into this Lease Agreement or any extension thereof, and will defend and save Lessee harmless against the claims of all other persons in and to the demised premises save and except for deeds of trust and easements and restrictions of record.

20. ZONING. It is understood between the parties that Lessee intends to use the demised premises for a storage facility for the storage of office equipment, supplies, files and other material. Lessor covenants and agrees that the demised premises are subject to no governmental zoning or other regulations which would prohibit the use by Lessee of the premises for any of said stated or similar purposes.

21. MORTGAGE PROVISIONS. This lease shall be subordinate to all mortgages and deeds of trust now existing or hereafter created, held by any lending institution or other person, firm or corporation which either now or hereafter may encumber the leased property. Lessee shall execute any document to indicate such subordination which Lessor shall submit to Lessee. If Lessor shall default in the payment of any installment of interest or principal payable under any such mortgage or deed of trust, Lessee may pay such installment, and may deduct such payment from the installment of rent next becoming due. Lessor shall give notice in writing to Lessee of Lessor's default upon any such mortgage or deed of trust, said notice provided to avoid the foreclosure of any such mortgage or deed of trust.

22. ENVIRONMENTAL WARRANTIES. Lessor represents and warrants to Lessee that (a) to the best of Lessor's knowledge the environmental and ecological condition of the property is such that the property is not in violation of any law, ordinance, requirement, or regulation applicable thereto; (b) Lessor neither knows of, nor has been advised of, any legal or administrative proceedings, claims or violations of any laws, or regulations, relating to the environmental and ecological condition of the property; (c) to the best of Lessor's knowledge, the soil, surface water and ground water of, on, under, adjacent to or about the property are free from any hazardous or toxic waste or materials; and (d) Lessor has disclosed to Lessee, to the best of Lessor's knowledge, all industrial and commercial uses of the property, including any involved in the use of hazardous or toxic waste and materials.

Lessor represents and warrants that neither it, nor its officers, partners, agents, employees, have caused or permitted any hazardous material (as that term is defined in all applicable laws, rules, regulations, and ordinances now in existence) to be disposed of, placed, held, stored, located on, treated, or transported across the subject property to the best knowledge of the Lessor, has never been used as a dumpsite or storage site for hazardous materials; and that, to the best knowledge of Lessor, the property has been operated in compliance with all environmental laws.

Lessor shall indemnify and hold Lessee harmless from and against any and all liabilities and claims arising from this property resulting from or in connection with any violation of federal, state, or local law or regulation relating to the environmental or ecological condition of the property, including attorney's fees, prior to the commencement date of this Lease.

23. MEMORANDUM OF LEASE. The Lessor and Lessee agree that, prior to the commencement of the term of this lease, they shall execute a memorandum of lease and that said memorandum shall, at the expense of the Lessee, be recorded by the attorney for the Lessee in the county where the demised premises is located.

24. BINDING EFFECT. This Lease shall be binding upon and inure to the benefits of all parties, their legal representatives, successors and assigns.

25. CHOICE OF LAW. This Lease shall be construed in accordance with the laws of the State of North Carolina. The parties further designate the Superior Court of Pitt County, North Carolina, as the forum for the resolution of any dispute arising under the terms of this Lease or otherwise between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed identical originals of this instrument, each party retaining one thereof, the day and year first above written.

CITY OF GREENVILLE

BY: \_\_\_\_\_ (SEAL)  
Wayne Bowers  
City Manager

BY: \_\_\_\_\_ (SEAL)  
Charles Gregory Edwards

**NORTH CAROLINA  
PITT COUNTY**

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

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
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 Charles Gregory Edwards, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_, \_\_\_\_\_.



# City of Greenville, North Carolina

Meeting Date: 5/7/2007  
Time: 6:00 PM

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**Title of Item:** Resolution requesting transfer of maintenance responsibilities for portions of Greene Street (SR 1531), Pitt Street (SR 1611), and Pitt-Greene Connector (SR 1610) from the North Carolina Department of Transportation to the City of Greenville

**Explanation:** Attached for City Council's consideration is a resolution requesting the transfer of street maintenance responsibilities from the North Carolina Department of Transportation (NCDOT) to the City of Greenville for a portion of Greene Street (SR 1531) from First Street to its intersection with Dickinson Avenue; a portion of Pitt Street (SR 1611) from First Street to its intersection with Martin Luther King Jr., Drive; and the portion of Pitt-Greene Connector (SR 1610) from its intersection with Martin Luther King, Jr. Drive to its intersection with Dickinson Avenue. (Please refer to the attached Exhibit "A" and Vicinity Map).

City staff has reviewed and discussed the request with NCDOT's Division Office. The proposed transfer of maintenance is appropriate and will not cause any disruptions to the traveling public. This change in maintenance responsibilities will give the City responsibility for the future of the roadway.

**Fiscal Note:** The City will be responsible for the maintenance of the subject sections of Pitt Street, Greene Street, and the Pitt-Greene Connector. Once approved by the North Carolina Board of Transportation, the City will receive additional maintenance funds through NCDOT Powell Bill Funding.

**Recommendation:** City Council adopt the attached resolution requesting transfer of street maintenance for portions of Greene Street (SR 1531), Pitt Street (SR 1611), and Pitt-Greene Connector (SR 1610) from the North Carolina Department of Transportation to the City of Greenville.

**Attachments / click to download**

 [Pitt and Greene St](#)

 [Green and Pitt St Transfer of Roads](#)

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RESOLUTION NO. 07-  
A RESOLUTION REQUESTING TRANSFER OF STATE ROADS  
FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO THE CITY  
OF GREENVILLE WITHIN THE CORPORATE LIMITS OF THE CITY OF GREENVILLE

WHEREAS, Chapter 136 of North Carolina General Statutes provides for municipalities which provide two or more major municipal services to receive State Street-Aid Allowance (Powell Bill) Funds to maintain system streets;

WHEREAS, the City of Greenville currently provides major municipal services including refuse collection, fire protection, police protection, street lighting, planning, zoning, and code enforcement, recreation and library assistance; and

WHEREAS, the City of Greenville has determined it to be in the best interest of its citizens for the City to provide street maintenance, for certain streets located within municipal corporate limits currently being maintained by the North Carolina Department of Transportation, as a municipal service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the City elects to accept street maintenance responsibility from the North Carolina Department of Transportation thereby qualifying the City for Street-Aid Allowance (Powell Bill) Funds for the certain streets listed below and shown on Exhibit "A" attached:

Greene Street (SR 1531) from First Street southerly 0.40 miles to the intersection of Pitt-Greene Connector (SR 1610)

Pitt Street (SR 1611) from First Street southerly 0.34 miles to the intersection of Pitt-Greene Connector (SR 1610)

Pitt-Greene Connector (SR 1610) from the south end of Pitt Street (SR 1611) southeasterly 0.08 miles to the intersection of Greene Street (SR 1531)

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and other necessary City officials be authorized to execute and submit all required certifications and documentation to the North Carolina Department of Transportation to effect the transfer of street maintenance responsibility on the aforelisted streets.

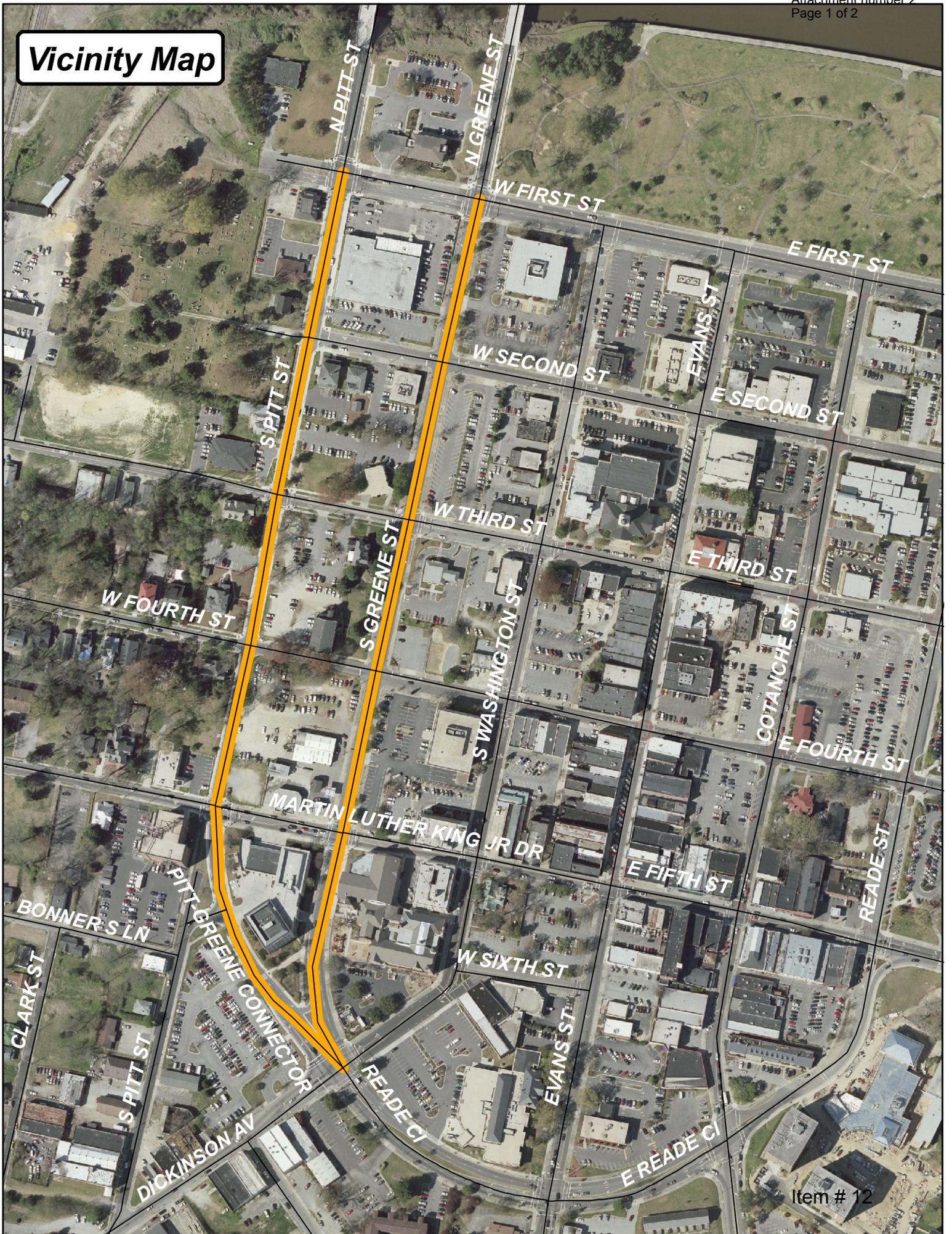
Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk

# Vicinity Map



**Exhibit "A"**

