



Agenda

Greenville City Council

January 11, 2016
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Rick Smiley

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Consent Agenda

1. Minutes from the November 30 and December 7, 2015 City Council meetings
2. Resolution to abandon an electric easement for Berkeley Apartments, LLC and authorize the deed of release
3. Ordinance and reimbursement resolution for an amendment to Greenville Utilities Commission's Capital Project Budget for the Southside Wastewater Pumping Station Upgrade Project
4. Ordinance reducing the speed limit on a portion of County Home Road

5. Extension of Agreement with Greenville Public Access Television Corporation
6. Resolution declaring two vehicles as surplus and authorizing disposition by public auction
7. Various tax refunds greater than \$100
8. Budget ordinance amendment #6 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendment to the Project Budget Ordinance (Ordinance #15-053)

VII. New Business

9. Presentations by Boards and Commissions
 - a. Environmental Advisory Commission
10. Uptown Greenville Mid-Year Report
11. Resolution approving a memorandum of understanding and lease agreements with Sound Rivers, Inc.
12. Resolution accepting an amended State Revolving Loan Offer Relating to the Town Creek Culvert and BMP Retrofit Project
13. Update on Town Creek Culvert Failure at 3rd Street
14. 2016-2017 and 2017-2018 Budget Schedule Optional Amendment

VIII. Review of January 14, 2016, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

15. Discussion of City Council Planning Session

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Minutes from the November 30 and December 7, 2015 City Council meetings

Explanation: Proposed minutes from City Council meetings held on November 30 and December 7, 2015, are presented for review and approval.

Fiscal Note: There is no direct cost to the City

Recommendation: Review and approve proposed minutes from City Council meetings held on November 30 and December 7, 2015.

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

Attachments / click to download

[Proposed_Minutes_of_the_November_30_2015_City_Council_Meeting_1016808](#)

[Proposed_Minutes_of_the_December_7_2015_City_Council_Meeting_1018443](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, NOVEMBER 30, 2015



Having been properly advertised, a special meeting of the Greenville City Council was held on Monday, November 30, 2015 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 pm, after which Council Member Glover gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin R. Mercer, Council Member Kandie Smith, Council Member Rose H. Glover, Council Member Marion Blackburn, Council Member Rick Smiley and Council Member Richard Croskery

Those absent:

None

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

Upon motion by Council Member Smith and second by Council Member Croskery, the agenda was approved as presented by unanimous vote.

SPECIAL RECOGNITION

Mayor Thomas and City Manager Barbara Lipscomb commented on the highlights of Council Member Richard Croskery's service to the citizens of Greenville and Mayor Thomas presented him with a plaque, which read as follows:



THE CITY OF GREENVILLE

NORTH CAROLINA

GRATEFULLY ACKNOWLEDGES

RICHARD CROSKERY

FOR HIS OUTSTANDING SERVICE

TO THE CITIZENS OF GREENVILLE AS

COUNCIL MEMBER, DISTRICT FIVE

December 2013 – December 2015

Thank you for your vision, your leadership, and your dedication
to serving the needs of citizens throughout our community.

Mayor Allen M. Thomas
Mayor Pro-Tem Calvin Mercer
Council Member Kandie Smith

Council Member Rose Glover
Council Member Marion Blackburn
Council Member Rick Smiley

Mayor Thomas and City Manager Lipscomb commented on the highlights of Council Member Marion Blackburn's service to the citizens of Greenville and Mayor Thomas presented her with a plaque, which read as follows:



THE CITY OF GREENVILLE

NORTH CAROLINA

GRATEFULLY ACKNOWLEDGES

MARION BLACKBURN

FOR HER OUTSTANDING SERVICE

TO THE CITIZENS OF GREENVILLE AS

COUNCIL MEMBER, DISTRICT THREE

December 2009 – December 2015

Thank you for your vision, your leadership, and your dedication
to serving the needs of citizens throughout our community.

*Mayor Allen M. Thomas
Mayor Pro-Tem Calvin Mercer
Council Member Kandie Smith*

*Council Member Rose Glover
Council Member Rick Smiley
Council Member Richard Croskery*

Council Member Blackburn responded with comments on the importance of community involvement and women in leadership roles.



COMMENTS FROM MAYOR AND CITY COUNCIL

Mayor Thomas, Mayor Pro-Tem Mercer and Council Members Smith, Glover and Smiley, along with the City Manager and City Attorney, expressed their appreciation to Council Member Croskery and Council Member Blackburn for their many contributions to the City during their service on the City Council and indicated they looked forward to continued work with them as community leaders in the future.

Council Member Croskery and Council Member Blackburn reflected on their tenure as elected officials and expressed appreciation to fellow Council Members, City staff and others who had been helpful to them during their service to the City.

ADJOURNMENT

Mayor Thomas invited all who were present to attend a reception in honor of Council Members Croskery and Blackburn in the Gallery immediately following the meeting.

Council Member Croskery moved to adjourn the meeting, seconded by Council Member Glover. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 6:42 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, DECEMBER 7, 2015



A regular meeting of the Greenville City Council was held on Monday, December 7, 2015 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 pm, after which Pastor Sidney A. Locks, Jr. gave the invocation. The Greenville Police Department Honor Guard, accompanied by the Greenville Public Safety Pipe and Drum Corps, presented the colors. Diminished Impressions, Acapella group from Pitt Community College, sang the Star Spangled Banner. The Pledge of Allegiance was led by Miss Ava Thomas and Miss Holly Thomas.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin R. Mercer and Council Members Kandie Smith, Rose Glover, Marion Blackburn, Rick Smiley and Richard Croskery, along with Council Members-Elect McLean Godley and P. J. Connelly

Those Absent:

None

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

PRESENTATION OF CERTIFIED ELECTION RESULTS

City Manager Barbara Lipscomb read the names of the individuals receiving the most votes for the Office of Mayor and the six seats on the Greenville City Council during the November 3, 2015 general election as certified by the Pitt County Board of Elections. The following individuals received the highest number of votes:

Allen M. Thomas – Mayor
Kandie Smith – Council Member, District #1
Rose H. Glover – Council Member, District #2
McLean Godley – Council Member, District #3
Rick Smiley – Council Member, District #4
P. J. Connelly – Council Member, District #5
Calvin R. Mercer – Council Member At-Large



INSTALLATION CEREMONY

Judge Marvin Blount administered the Oath of Office to incoming elected officials, beginning with Mayor Allen M. Thomas and followed by Council Members Calvin R. Mercer, Kandie Smith, Rose H. Glover, McLean Godley, Rick Smiley and P. J. Connelly.

ELECTION OF MAYOR PRO-TEM

Mayor Thomas called for nominations for the selection of Mayor Pro-Tem.

Council Member Glover nominated Council Member Kandie Smith.

Hearing no further nominations, Mayor Thomas declared that the nominations period was closed. Mayor Thomas then called for a vote on the nomination of Council Member Smith for Mayor Pro-Tem. The vote in favor of Council Member Smith was unanimous.


Mayor Thomas announced that Council Member Smith received a majority vote and was elected Mayor Pro-Tem.

COMMENTS FROM MAYOR AND CITY COUNCIL

Mayor Thomas and members of the City Council thanked their supporters during the current election and expressed enthusiasm for working together during the coming term.

ADJOURNMENT

Mayor Pro-Tem Smith moved to adjourn the meeting, seconded by Council Member Mercer. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 6:28 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Resolution to abandon an electric easement for Berkeley Apartments, LLC and authorize the deed of release

Explanation: **Abstract:** Greenville Utilities Commission seeks to abandon an electric easement for Berkeley Apartments, LLC that is no longer necessary.

Explanation: Greenville Utilities Commission (GUC) desires to abandon a portion of a ten foot (10') wide electric easement located on Parcel No. 73689 that is no longer needed by the Commission. This electric easement, as shown on the attached map, was previously granted to the City of Greenville for the use and benefit of GUC under a Grant of All Utilities Easement dated March 27, 2015. At its December 17, 2015 meeting, the Greenville Utilities Board of Commissioners adopted a resolution to the abandon electric easement for Berkeley Apartments, LLC and recommends similar action by the City of Greenville.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached resolution and authorize the execution of the attached deed of release

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

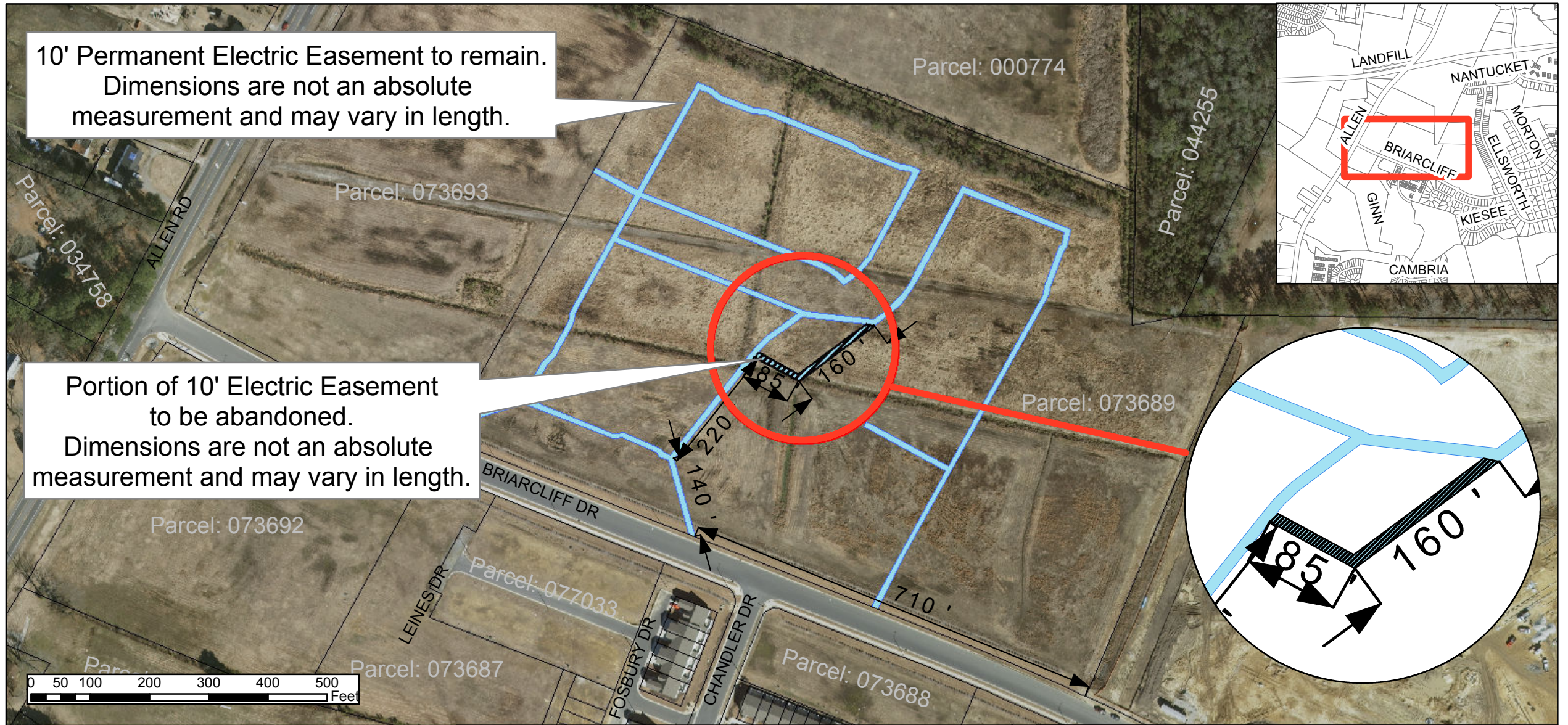
Attachments / click to download

[Map](#)

[Resolution](#)

10' Permanent Electric Easement to remain.
Dimensions are not an absolute measurement and may vary in length.

Portion of 10' Electric Easement to be abandoned.
Dimensions are not an absolute measurement and may vary in length.



Disclaimer:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

Berkeley Apartments LLC
Greenville TWP, Pitt Co., NC

Date Created: 12/3/2015

Created by: GDS

Requested by: Chris Corey



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
(252) 752-7166
Fax (252) 329-2172

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING A PORTION OF A TEN FOOT (10') WIDE ELECTRIC EASEMENT
ACROSS TAX PARCEL NUMBER 73689
PREVIOUSLY GRANTED BY A GRANT OF ALL UTILITIES EASEMENT
DATED MARCH 27, 2015, WHICH APPEARS OF RECORD IN
BOOK 3346 AT PAGES 636 THROUGH 640, PITT COUNTY PUBLIC REGISTRY,
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

Attachment number 2
Page 1 of 4

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a ten foot (10') wide Electric Easement across property commonly known as Tax Parcel No. 73689 according to the records in the Office of the Tax Administration of Pitt County, North Carolina, and more particularly described in that certain Grant of All Utilities Easement dated March 27, 2015, which appears of record in Book 3346 at pages 636 through 640, Pitt County Public Registry; and

WHEREAS, a portion of such ten foot (10') wide Electric Easement on the north side of Briarcliff Drive is no longer needed by the Commission now or in the future; and

WHEREAS, Commission anticipates no use or need now or in the future for such portion of such ten foot (10') wide Electric Easement to be abandoned; and

WHEREAS, Commission desires to abandon such portion only of such ten foot (10') wide Electric Easement previously granted as hereinafter described and to retain the remainder; and

WHEREAS, the current owner of such property has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such portion of such ten foot (10') wide Electric Easement and requests that the City Council of the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties and therefore requests that the City Council of the City of Greenville, North Carolina, acknowledge such abandonment and release of such portion only of such ten foot (10') wide Electric Easement which is to be abandoned as hereinafter described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of City Hall of the City of Greenville, North Carolina, on the ____ day of _____, 20____, as follows:

1. That the City Council of the City of Greenville does hereby abandon such portion of such ten foot (10') wide Electric Easement to be abandoned as more particularly described as follows:

Running from a point in the northern right-of-way of Briarcliff Drive which is the common boundary between Tax Parcel No. 73689 and Tax Parcel No. 73686, and running Northwest along the northern right-of-way of Briarcliff Drive 710 feet, more or less, to a point, cornering, thence Northwest along the eastern boundary of a ten foot (10') wide Electric Easement which is to remain 140 feet, more or less, cornering, thence, Northeast 220 feet, more or less, along the eastern boundary of an existing Electric Easement to remain, to a point, the Point of Beginning, and traveling thence 85 feet, more or less, to a point, cornering, thence northeasterly 160 feet, more or less, to a point, being a portion of a ten foot (10') wide Electric Easement to be abandoned (Dimensions are not an absolute measurement and may vary in length), according to that certain diagram entitled "Berkeley Apartments LLC Greenville TWP, Pitt Co., NC" dated December 1, 2015, prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, telephone number (252) 752-7166, fax number (252) 329-2172, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject portion of the ten foot (10') wide Electric Easement to be abandoned; and

Attachment number 2
Page 2 of 4

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to Berkeley Apartments, LLC, or the current owner of the subject property encumbered by such portion of such ten foot (10') wide Electric Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Greenville Utilities Commission, might have in and to such portion of such ten foot (10') wide Electric Easement to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 20__.

CITY OF GREENVILLE

By _____
ALLEN M. THOMAS, Mayor

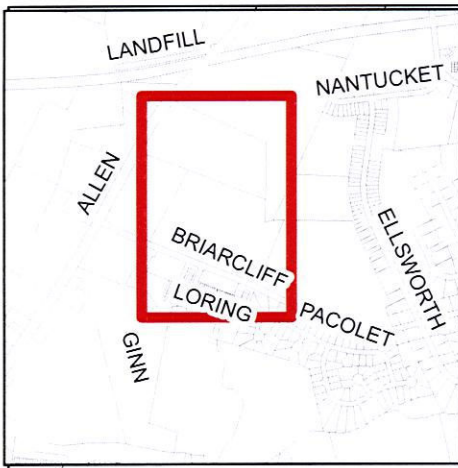
(SEAL)

ATTEST:

CAROL L. BARWICK, Clerk



Parcel: 044255



Parcel: 000774

Attachment number 2
Page 3 of 4

Parcel: 073693

10' Permanent Electric Easement to remain
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measurement and may vary in length.

Portion of 10' Electric Easement
to be abandoned.
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measurement and may vary in length.

Parcel: 073689

R/W

BRIARCLIFF

Parcel: 073689

P/L

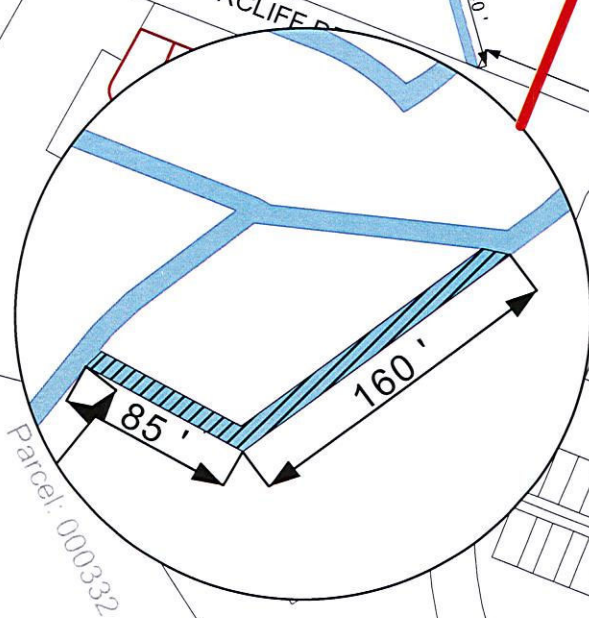
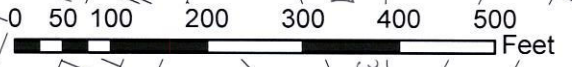
Parcel: 073686

R/W

Parcel: 073688

Parcel: 079842

Parcel: 07



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
(252) 752-7166
Fax (252) 329-2172

Berkeley Apartments LLC
Greenville TWP, Pitt Co., NC



Contact North Carolina 811 at "811" or "800-632-4949" for on-site utilities location services prior to any excavations.

Easement Area: 2370 Sq Ft +/-

Date Created: 12/1/2015

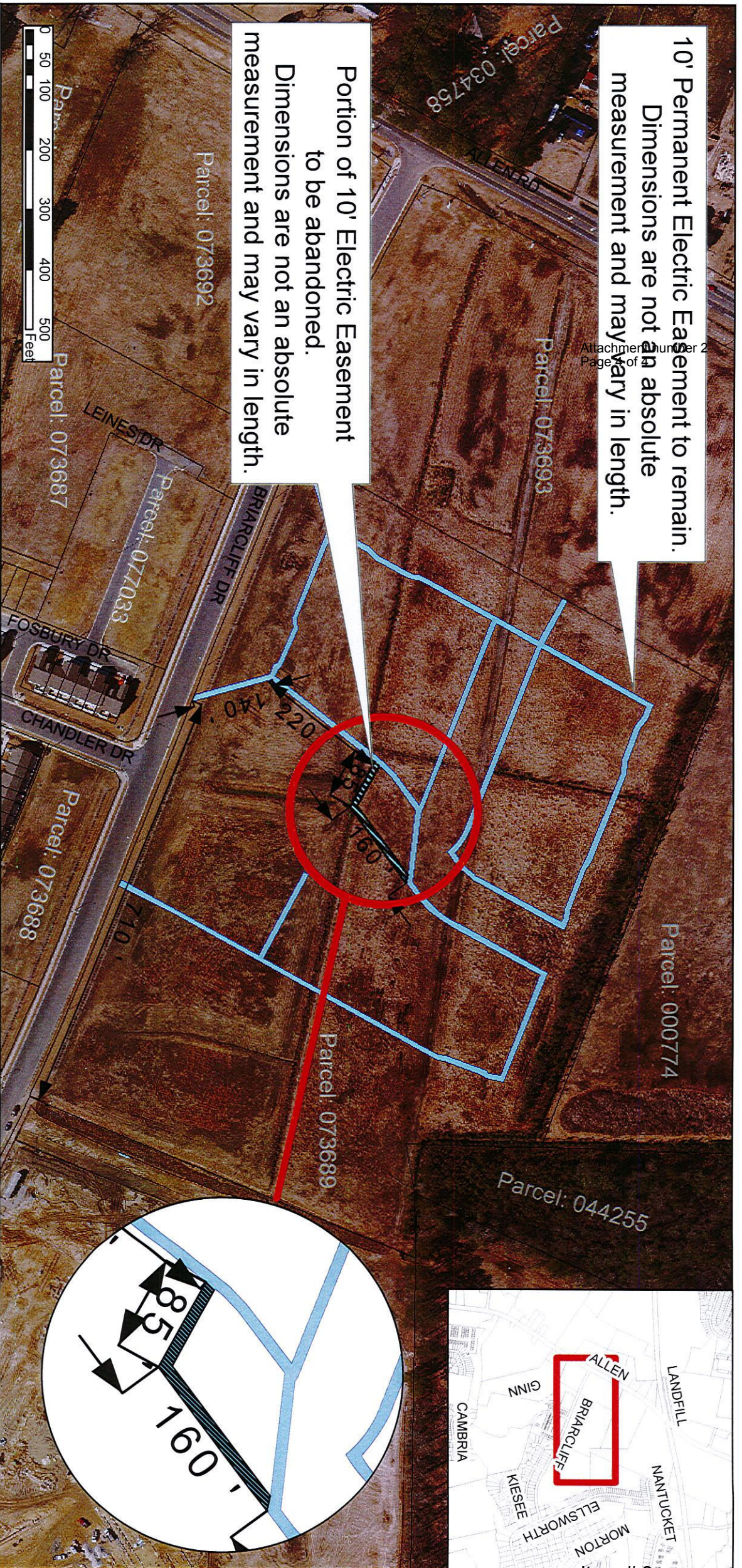
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10' Permanent Electric Easement to remain.
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Attachment Number 2
 Page 7 of 7

Portion of 10' Electric Easement to be abandoned.
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Berkeley Apartments LLC
 Greenville TWP, Pitt Co., NC

Date Created: 12/3/2015
 Created by: GDS
 Requested by: Chris Corey



Greenville Utilities
 P.O. Box 1847
 Greenville, NC 27835
 (252) 752-7166
 Fax (252) 329-2172

Prepared by: Phillip R. Dixon, Attorney
File: Greenville Utilities
Post Office Box 1847
Greenville, NC 27835

Attachment number 3
Page 1 of 9

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the ____ day of _____, 20__, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Berkeley Apartments, LLC, a North Carolina limited liability company, 2045-D Eastgate Drive, Greenville, NC 27858-4153 (P.O. Box 7226, Greenville, NC 27835-7226), party of the second part (hereinafter called GRANTEE).

WITNESSETH

THAT WHEREAS, the GRANTOR for the use and benefit of Greenville Utilities Commission previously granted a ten foot (10') wide Electric Easement under the terms of a Grant of All Utilities Easement dated March 27, 2015, appearing of record in Book 3346 at Pages 636 through 640, Pitt County Public Registry; and

WHEREAS, the current owner of the underlying fee interest in such property subject to such portion of a ten foot (10') wide Electric Easement is now GRANTEE; and

WHEREAS, Greenville Utilities Commission requested GRANTOR to indicate formally that it has no plans or interest in a portion only of such ten foot (10') wide Electric Easement encumbered by such Grant of All Utilities Easement to be abandoned; and

WHEREAS, Greenville Utilities Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner of such property, to indicate its abandonment and release of a portion only of such ten foot (10') wide Electric Easement as described herein as to be abandoned and as shown on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, the portion of the ten foot (10') wide Electric Easement to be abandoned as hereinafter described and more particularly shown of the attached Exhibit "A." Said Resolution is attached hereto and marked Exhibit "B" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR ^{Attachment number 3} ~~Page 2 of 9~~ does hereby remise, release, discharge and forever quitclaim unto GRANTEE, Berkeley Apartments, LLC, as the current owner of the subject property, its successors and assigns, all the GRANTOR's rights, title and interest in and to such portion of such ten foot (10') wide Electric Easement to be abandoned as more particularly described as follows:

Running from a point in the northern right-of-way of Briarcliff Drive which is the common boundary between Tax Parcel No. 73689 and Tax Parcel No. 73686, and running Northwest along the northern right-of-way of Briarcliff Drive 710 feet, more or less, to a point, cornering, thence Northwest along the eastern boundary of a ten foot (10') wide Electric Easement which is to remain 140 feet, more or less, cornering, thence, Northeast 220 feet, more or less, along the eastern boundary of an existing Electric Easement to remain, to a point, the Point of Beginning, and traveling thence 85 feet, more or less, to a point, cornering, thence northeasterly 160 feet, more or less, to a point, being a portion of a ten foot (10') wide Electric Easement to be abandoned (Dimensions are not an absolute measurement and may vary in length), according to that certain diagram entitled "Berkeley Apartments LLC Greenville TWP, Pitt Co., NC" dated December 1, 2015, prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, telephone number (252) 752-7166, fax number (252) 329-2172, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject portion of the ten foot (10') wide Electric Easement to be abandoned; and

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
ALLEN M. THOMAS, Mayor

[SEAL]

Attest:

CAROL L. BARWICK, City Clerk

NORTH CAROLINA

PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that CAROL L. BARWICK personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 20____. Attachment number 3
Page 3 of 9

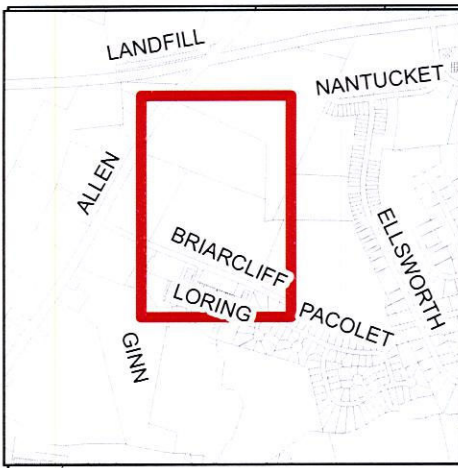
NOTARY PUBLIC

My Commission Expires: _____



Parcel: 044255

Attachment number 3
Page 4 of 9



Parcel: 000774

Parcel: 073693

10' Permanent Electric Easement to remain
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Portion of 10' Electric Easement
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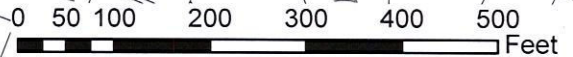
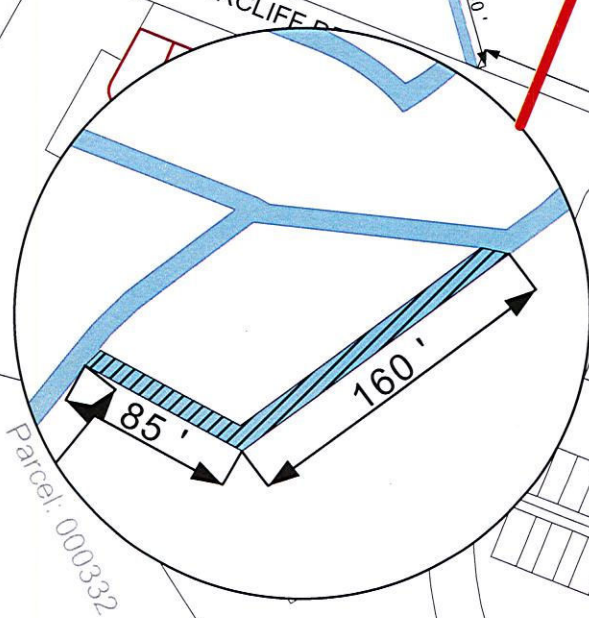
Parcel: 073689

Parcel: 073686

Parcel: 073688

Parcel: 079842

Parcel: 07



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
(252) 752-7166
Fax (252) 329-2172

Berkeley Apartments LLC
Greenville TWP, Pitt Co., NC



Contact North Carolina 811 at "811" or "800-632-4949" for on-site utilities location services prior to any excavations.

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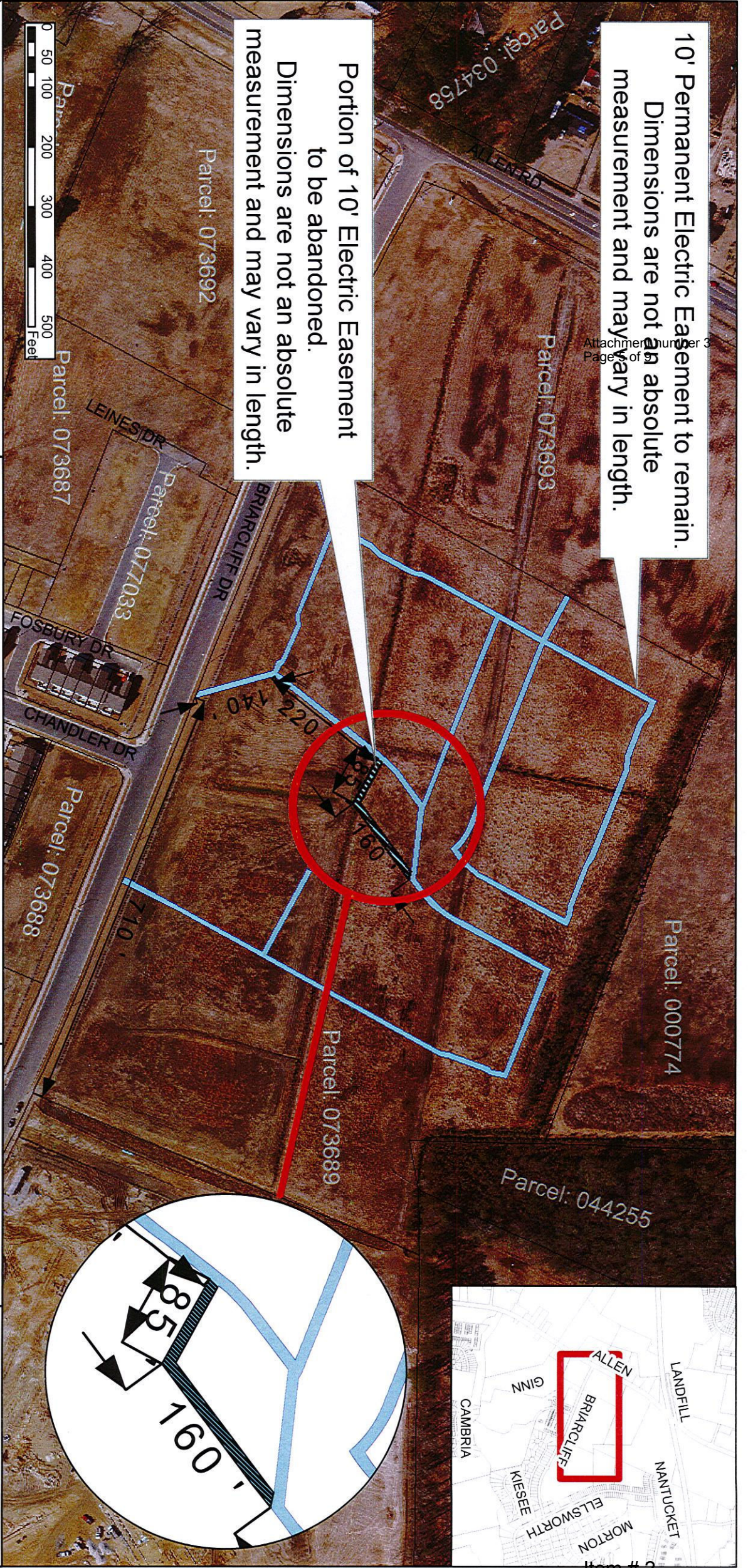
Easement Area: 2370 Sq Ft +/-

Date Created: 12/1/2015

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10' Permanent Electric Easement to remain.
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Attachment Number 3
 Page 3 of 3

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Berkeley Apartments LLC
 Greenville TWP, Pitt Co., NC

Date Created: 12/3/2015
 Created by: GDS
 Requested by: Chris Corey



Greenville Utilities
 P.O. Box 1847
 Greenville, NC 27835
 (252) 752-7166
 Fax (252) 329-2172

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING A PORTION OF A TEN FOOT (10') WIDE ELECTRIC EASEMENT
ACROSS TAX PARCEL NUMBER 73689
PREVIOUSLY GRANTED BY A GRANT OF ALL UTILITIES EASEMENT
DATED MARCH 27, 2015, WHICH APPEARS OF RECORD IN
BOOK 3346 AT PAGES 636 THROUGH 640, PITT COUNTY PUBLIC REGISTRY,
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

Attachment number 3
Page 6 of 9

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a ten foot (10') wide Electric Easement across property commonly known as Tax Parcel No. 73689 according to the records in the Office of the Tax Administration of Pitt County, North Carolina, and more particularly described in that certain Grant of All Utilities Easement dated March 27, 2015, which appears of record in Book 3346 at pages 636 through 640, Pitt County Public Registry; and

WHEREAS, a portion of such ten foot (10') wide Electric Easement on the north side of Briarcliff Drive is no longer needed by the Commission now or in the future; and

WHEREAS, Commission anticipates no use or need now or in the future for such portion of such ten foot (10') wide Electric Easement to be abandoned; and

WHEREAS, Commission desires to abandon such portion only of such ten foot (10') wide Electric Easement previously granted as hereinafter described and to retain the remainder; and

WHEREAS, the current owner of such property has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such portion of such ten foot (10') wide Electric Easement and requests that the City Council of the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties and therefore requests that the City Council of the City of Greenville, North Carolina, acknowledge such abandonment and release of such portion only of such ten foot (10') wide Electric Easement which is to be abandoned as hereinafter described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of City Hall of the City of Greenville, North Carolina, on the ____ day of _____, 20____, as follows:

1. That the City Council of the City of Greenville does hereby abandon such portion of such ten foot (10') wide Electric Easement to be abandoned as more particularly described as follows:

Running from a point in the northern right-of-way of Briarcliff Drive which is the common boundary between Tax Parcel No. 73689 and Tax Parcel No. 73686, and running Northwest along the northern right-of-way of Briarcliff Drive 710 feet, more or less, to a point, cornering, thence Northwest along the eastern boundary of a ten foot (10') wide Electric Easement which is to remain 140 feet, more or less, cornering, thence, Northeast 220 feet, more or less, along the eastern boundary of an existing Electric Easement to remain, to a point, the Point of Beginning, and traveling thence 85 feet, more or less, to a point, cornering, thence northeasterly 160 feet, more or less, to a point, being a portion of a ten foot (10') wide Electric Easement to be abandoned (Dimensions are not an absolute measurement and may vary in length), according to that certain diagram entitled "Berkeley Apartments LLC Greenville TWP, Pitt Co., NC" dated December 1, 2015, prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, telephone number (252) 752-7166, fax number (252) 329-2172, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject portion of the ten foot (10') wide Electric Easement to be abandoned; and

Attachment number 3
Page 7 of 9

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to Berkeley Apartments, LLC, or the current owner of the subject property encumbered by such portion of such ten foot (10') wide Electric Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Greenville Utilities Commission, might have in and to such portion of such ten foot (10') wide Electric Easement to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 20__.

CITY OF GREENVILLE

By _____
ALLEN M. THOMAS, Mayor

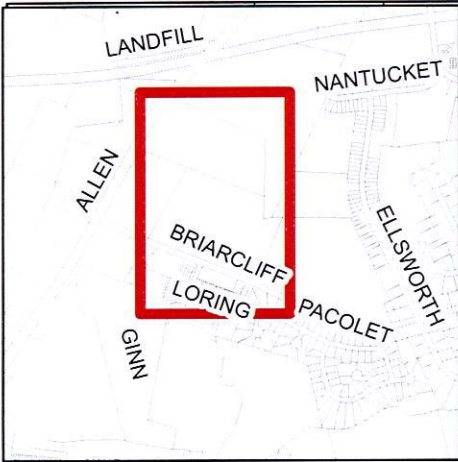
(SEAL)

ATTEST:

CAROL L. BARWICK, Clerk



Parcel: 044255



Parcel: 000774

Attachment number 3
Page 8 of 9

Parcel: 073693

10' Permanent Electric Easement to remain
Dimensions are not an absolute
measurement and may vary in length.

Portion of 10' Electric Easement
to be abandoned.
Dimensions are not an absolute
measurement and may vary in length.

Parcel: 073689

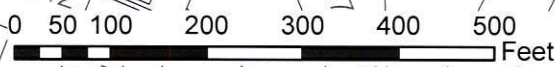
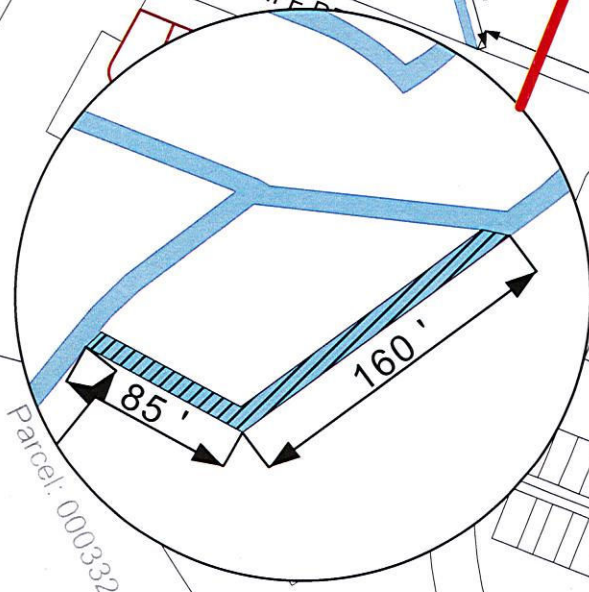
el: 080958

Parcel: 073686

Parcel: 073688

Parcel: 079842

Parcel: 07



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
(252) 752-7166
Fax (252) 329-2172

Berkeley Apartments LLC
Greenville TWP, Pitt Co., NC



Contact North Carolina 811 at "811" or "800-632-4949" for on-site utilities location services prior to any excavations.

Disclaimer:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. The source data is

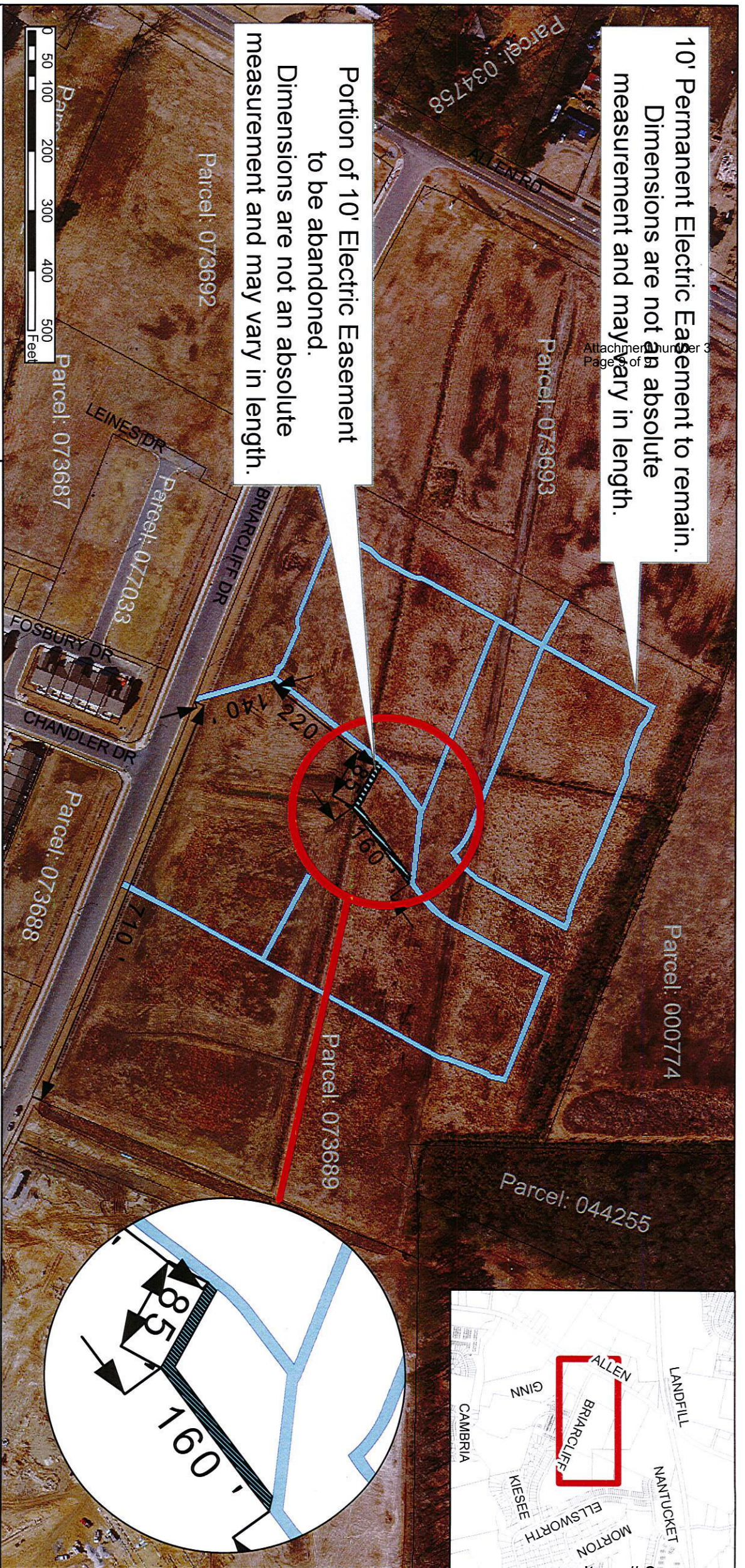
Easement Area: 2370 Sq Ft +/-

Date Created: 12/1/2015

Path: M:\GIS Data Services Group\BaseMapProjects\Easements_Plats\NegotiatedEasementMap\TempMXD\436.mxd

10' Permanent Electric Easement to remain.
 Dimensions are not an absolute measurement and may vary in length.

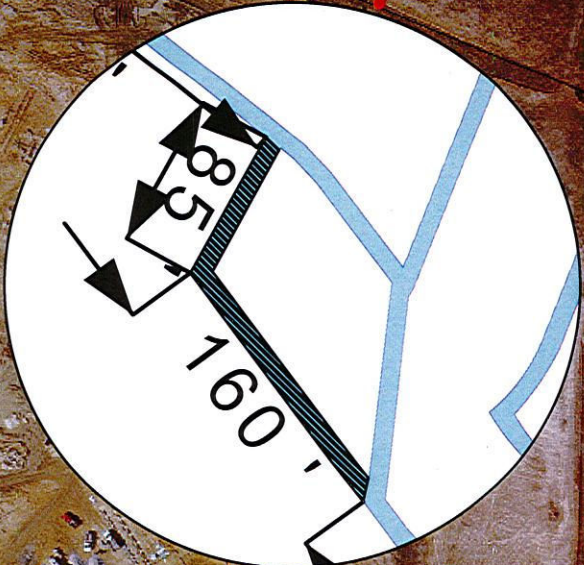
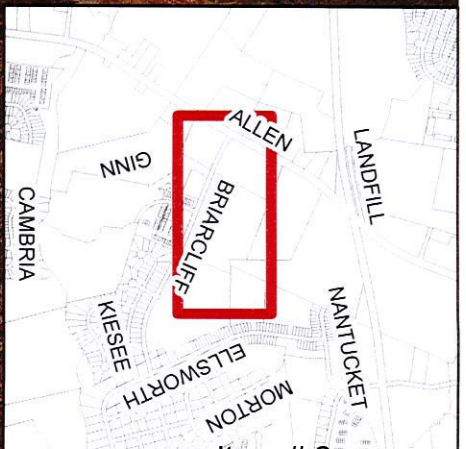
Portion of 10' Electric Easement to be abandoned.
 Dimensions are not an absolute measurement and may vary in length.



Attachment Number 3
 Page 2 of 2

Disclaimer:
 Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

Berkeley Apartments LLC
 Greenville TWP, Pitt Co., NC



Item # 2

Date Created: 12/3/2015

Created by: GDS

Requested by: Chris Corey



Greenville Utilities
 P.O. Box 1847
 Greenville, NC 27835
 (252) 752-7166
 Fax (252) 329-2172



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Ordinance and reimbursement resolution for an amendment to Greenville Utilities Commission's Capital Project Budget for the Southside Wastewater Pumping Station Upgrade Project

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to amend its capital budget project for the Southside Wastewater Pumping Station upgrade project.

Explanation: The Southside Pump Station (SSPS) is Greenville Utilities Commission's (GUC) largest wastewater pumping station with a total design capacity of 22.3 million gallons per day (mgd) and is critical to the reliable operation of GUC's wastewater collection system. The original station was placed in service in 1960, with the most recent improvements, including the Southside Junction Box (SSJB), being placed in service in 1999.

SSPS is exhibiting signs of wear and age via failures and visible maintenance needs. SSJB, which diverts flow between two wet wells at this site, has undergone severe degradation attributable to hydrogen sulfide corrosion and is in need of replacement. The station also experiences periodic clogging of pumps due to a significant buildup of floatable material in the wet well associated with an insufficient screening system.

Proposed improvements to the Southside Pump Station include replacement of the existing SSJB, installation of new climber screens to handle screenings, installation of an odor control system, and site improvements to address drainage and settlement issues.

Based upon a preliminary engineering estimate, the budget for the total project, including design and construction of the required facilities, was established at \$3,450,000 during the annual budgeting process for Fiscal Year 2014. Staff submitted an application and received approval for State Revolving Fund funding in the amount of \$3,251,754. Two contractors submitted bids: T. A. Loving Company at \$5,350,000 and RTD Construction, Inc. at \$5,278,037. Even though these bids greatly exceeded previous estimates, they

were extremely close with a variance of less than 1.5%. Due to the complex nature of this project and the current bidding environment, it is not anticipated that rebidding will result in lower project costs. This project consists of critical repairs and upgrades that are imperative to continued reliable operation of the Southside Pump Station. In order to move ahead with this project, it is necessary to amend the project budget.

At its December 17, 2015 meeting, the GUC Board of Commissioners approved the amendment to its capital project budget and adopted a reimbursement resolution, and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached ordinance and reimbursement resolution.

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

Attachments / click to download

 [Ordinance](#)

 [Reimbursement Resolution](#)

ORDINANCE NO. 16-_____
AMENDING ORDINANCE NO. 13-027
FOR SEWER CAPITAL PROJECTS BUDGET
OUTAGE MANAGEMENT SYSTEMS

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

Section 1. Revenues. Revenues of the Sewer Capital Projects Budget, Wastewater Southside Pumping Station Upgrade Project, is hereby amended to read as follows:

	Current Budget	Change	Proposed Revised
<u>Revenue</u>			
Long Term Debt	\$3,450,000	\$3,150,000	\$6,600,000
Total Revenue	\$3,450,000	\$3,150,000	\$6,600,000

Section 2. Expenditures. Expenditures of the Sewer Capital Projects Budget, Wastewater Southside Pumping Station Upgrade Project, is hereby amended to read as follows:

<u>Expenditures</u>			
Project Costs	\$3,450,000	\$3,150,000	\$6,600,000
Total Project Expenditures	\$3,450,000	\$3,150,000	\$6,600,000

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

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

Adopted this the _____ day of _____, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. 16-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE TAX EXEMPT
FINANCING FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN
CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN
CAPITAL IMPROVEMENTS

WHEREAS, the Greenville Utilities Commission of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, (the Commission) has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Project”) more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the “System”); and

WHEREAS, the City Council of the City of Greenville, North Carolina (the “City Council”) has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the “Debt”);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Project no more than 60 days prior to the date hereof and thereafter. The City Council reasonably expects on the date hereof that it will reimburse the Commission for the Expenditures from the proceeds of a like amount of the Debt.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the Commission or City of Greenville, North Carolina (the “City”) so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Tax Exempt Financing estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$6,600,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission’s

use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City Council recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the ____ day of _____, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

EXHIBIT A

THE IMPROVEMENTS

The Improvements referenced in the resolution include, but are not limited to, all operating and capital expenditures associated with the purchase, design, and construction of:

Wastewater Southside Pumping Station Upgrade Project	\$6,600,000
Total	<u>\$6,600,000</u>



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Ordinance reducing the speed limit on a portion of County Home Road

Explanation: **Abstract:** This agenda item would support a resolution by the Pitt County Board of Commissioners requesting a speed limit reduction from 55 MPH along a portion of County Home Road from Piccadilly Drive to Worthington Road. The North Carolina Department of Transportation has determined that a reduction to 50 MPH is appropriate. This would impact all portions of County Home Road within the corporate limits of Greenville as well. Because of this, action by City Council is required.

Explanation: The Pitt County Board of Commissioners recently adopted a resolution asking the North Carolina Department of Transportation (NCDOT) to consider reducing the speed limit along a portion of County Home Road from Piccadilly Drive to Worthington Road.

The requested speed limit reduction for this specific segment of road was 55 MPH to 45 MPH. The State reviewed and investigated the request and responded by way of letter on December 10, 2015. The State agreed to reduce the speed limit from 55 MPH to 50 MPH based on their investigation. Public Works has reviewed the State's response and, based on its investigation and conclusion, is in agreement with the State's recommendation.


The State submitted a Certificate of Municipal Declaration to the City. Once signed, notarized, and returned to the State, the reduction of speed limit will be finalized.

Fiscal Note: There are no fiscal impacts associated with this request.

Recommendation: City Council approve the attached ordinance reducing the speed limit along a portion of County Home Road.

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

Attachments / click to download

 [County Home Rd Backup](#)

 [Ordinance Declaring Speed Limit on a Portion of County Home Road 1018989](#)

ORDINANCE NO. 16 -
AN ORDINANCE REDUCING THE SPEED LIMIT
ON A PORTION OF COUNTY HOME ROAD

WHEREAS, in accordance with the provisions of North Carolina General Statute 20-141(f), it is hereby determined and declared, upon the basis of an engineering and traffic investigation, that a reasonable and safe speed limit for a portion of County Home Road, a street which is part of the State highway system, is 50 mph;

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

Section 1: The Schedule of Traffic Regulations is hereby amended by providing that the speed limit of 50 miles per hour on the following is established:

<u>Route</u>	<u>Description</u>
County Home Road (SR 1703)	Between 0.2 mile north of SR 2235 and 0.53 mile south of Piccadilly Road

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

Section 3: This ordinance shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

This the 11th day of January, 2016.

Allen M. Thomas, Mayor

Carol L. Barwick, City Clerk

Certification of Municipal Declaration To Enact Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1070050

Division: 2 **County:** PITT

Municipality: GREENVILLE

Type: Municipal Speed Zones

Road: SR 1725

Car: 50 MPH

Truck: 50 MPH

Description: Between 0.2 mile north of SR 2235 and 0.53 mile south of Piccadilly Road.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance/Resolution Number: _____

In witness whereof, I have hereunto set my hand and the municipal seal this _____ day of _____, 20____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

DEC 21 2015 Kgd



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

December 10, 2015

D. Scott Elliott, County Manager
Pitt County
1717 W. 5th Street
Greenville, NC 27834

My staff has completed our investigation of your request for a 45 mph speed limit zone on County Home Road (SR 1725) from Windsor Subdivision to Worthington Road.

The prevailing operating speed on highways is based on several factors. These include, but are not limited to, density of roadside development, frequency of driveway access, condition of the pavement, shoulder widths, available sight distance, environmental conditions, and roadway alignment. The current speed limit on County Home Road is 55 mph. Based upon our investigation, the appropriate speed limit for County Home Road from Windsor Subdivision to Edwards Farm Road is 50 mph.

This speed limit was determined due to the current development being located on large parcels and set back off the right-of-way. The residential development tends to be clustered on one side of the roadway and is intermittent. Also, the 5 year crash history does not indicate a crash issue with vehicles utilizing the driveways at the county complexes. The majority of the crashes were located at the intersection at Worthington Road with the remaining crashes scattered along the remaining 2 miles. County Home Road is a major thoroughfare corridor that connects southern Pitt County to the City of Greenville. This roadway tends to be a commuter route with peak traffic coming on weekdays during school arrival and dismissal which is controlled by a school zone.

Since a portion of County Home Road is in the City of Greenville, we need their concurrence before any changes can be made. The Certificate of Municipal Declaration was submitted to the City today. Once we receive approval, we will finalize lowering the speed limit to 50 mph. Thank you for your interest in highway safety. Should you have any questions, you may call our Division Traffic Engineer, Steve Hamilton at (252) 439-2800.

Sincerely,

A handwritten signature in blue ink that reads "John W. Rouse Jr." with a stylized flourish at the end.

John W. Rouse Jr., P.E.
Division Engineer

JWR:mvm

Cc: Steve Hamilton, P.E.
Haywood Daughtry, P.E.

The logo for "Nothing Compares" featuring a stylized graphic of a road or path leading to the text "Nothing Compares" in a serif font, with a small flourish at the end.

COPY

**PITT COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION
SUPPORTING THE REDUCTION OF THE SPEED LIMIT
ON A PORTION OF COUNTY HOME ROAD**

WHEREAS, County Home Road between Fire Tower Road and Worthington Road has accommodated significant development impacts over the last decade;

WHEREAS, this segment of roadway provides access to several Pitt County and associated agencies and facilities, including Wintergreen Intermediate and Primary Schools, the Alice F. Keene District Park, the Bells Fork Recycling Center, the Pitt County Animal Shelter, The Village of Yesteryear, the Council on Aging, and the Pitt County Farmers' Market;

WHEREAS, efforts to provide pedestrian accommodations across County Home Road to provide connectivity to the various facilities are negatively impacted by the high speed limit;

WHEREAS, 2014 Average Daily Traffic count for County Home Road in the vicinity of these facilities is approximately 9,000;

WHEREAS, 2013 traffic counts for the District Park and Recycling Center revealed that nearly 3,000 vehicles visited the sites on any given Saturday;

WHEREAS, community members have requested the speed limit be lowered along this portion of roadway to increase overall safety and reduce the severity of possible vehicular collisions; and

NOW, THEREFORE, BE IT RESOLVED that the Pitt County Board of Commissioners affirms by resolution to request that the North Carolina Department of Transportation reduce the speed limit on County Home Road from Piccadilly Drive to Worthington Road from 55 mph to 45 mph.

This the 19th day of October, 2015.

Glen Webb, Chairman

ATTEST:




Kimberly W. Hines, Clerk to the Board

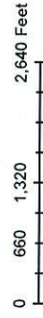


Res/Pro. 20 15 - 39
Month 10 Day 19

County Home Road Study Area

Legend

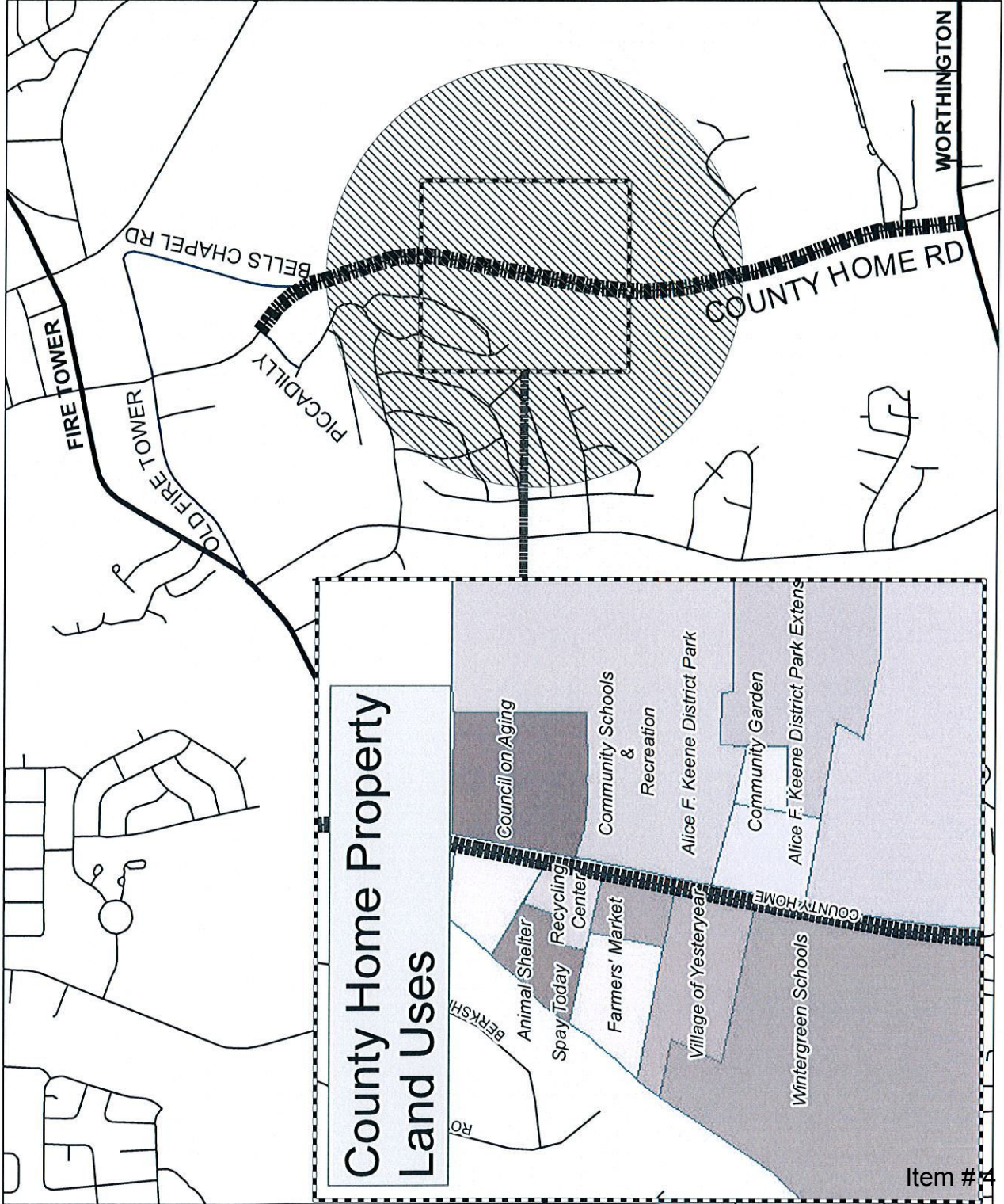
-  Study Segment
-  Major Roads
-  Secondary Roads



1 Inch = 1,320 Feet

Map Produced By:
Pitt County Planning Department
October 2015

Path: T:\GIS\Special_L_Projects\CountyHomeProjects\speedlimitreduction.mxd





City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Extension of Agreement with Greenville Public Access Television Corporation

Explanation: **Abstract:** Greenville Public Access Television Corporation (GPAT) operates the public access channel that is cablecast on the cable television system operating within the corporate limits of the City pursuant to an agreement between the City and GPAT. The initial term of the current agreement was for a 2-year period which expired on June 30, 2014. The agreement was extended for an additional 2-year period, which will expire on June 30, 2016. In accordance with the terms of the agreement, GPAT has requested that the agreement be extended for another additional 2-year period.

Explanation: Greenville Public Access Television Corporation (GPAT) operates the public access channel that is cablecast on the cable television system operating within the corporate limits of the City pursuant to an agreement between the City and GPAT. The agreement outlines the services and responsibilities of GPAT in providing public access programming and services. The agreement also provides for quarterly payments by the City to GPAT to be used for public access purposes if City Council approves an amount for this purpose in its annual budget. The approved amount for Fiscal Year 2015-16 is \$33,000, and the amount, if any, for Fiscal Year 2016-17 and Fiscal Year 2017-18 will be determined by City Council during its budget process.

GPAT has requested, by the attached letter dated December 10, 2015, that the term of the agreement be extended in accordance with the provisions of the agreement. The initial term of the current agreement was for a two (2) year period from July 1, 2012, to June 30, 2014. The agreement was extended for an additional 2-year period which will expire on June 30, 2016. The agreement provides that GPAT may request an extension for another additional period of two (2) years by submitting a letter on or before January 31 in the year in which the agreement is to expire. The letter from GPAT meets this requirement. If the City agrees to the extension, the extension would be for a two (2) year period commencing on July 1, 2016, and terminating on June 30, 2018. Council approval of the extension is required. The agreement provides that, if the City

agrees to the extension, a letter concurring with the extension is to be sent by May 15.

GPAT has provided this service, pursuant to an agreement with the City, since 2006.

A copy of the following is attached:

- 1) GPAT letter dated December 10, 2015, requesting an extension;
- 2) GPAT Annual Plan and Budget for 2016-2017;
- 3) GPAT Cablecast Report dated December 10, 2015;
- 4) GPAT 2016-2017 draft Budget; and
- 5) Agreement between City and GPAT dated April 9, 2012.

Fiscal Note:

There will be a fiscal impact as a result of the extension of the agreement. The amount of the fiscal impact will be determined by City Council as a component of its budget deliberations for each fiscal year of the agreement.

Recommendation:

In order to extend the term of the agreement, approval by Council is required. This can be accomplished by approval of a motion to extend the agreement for a two (2) year period commencing on July 1, 2016, and terminating on June 30, 2018.

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

Attachments / click to download

 [GPAT Documents](#)

Greenville-Pitt Public Access Television Corporation

P.O. Box 8087
Greenville, N.C. 27835

December 10, 2015

Dave Holec, Attorney
City of Greenville
P.O. Box 7207
Greenville, NC 27835

Dear Dave,

This letter is confirm the desire of the Greenville-Pitt Public Access Television Corporation (GPAT) Board of Directors to continue its agreement with the City of Greenville for a period of two years beginning July 1, 2016 and ending on June 30, 2018, as outlined in the current contract.

GPAT continues to provide and promote fair and equal access to cable television for residents and organizations of the City of Greenville and the County of Pitt in North Carolina.

Our goal continues to be to increase the variety of programming offered by the channel, bring more awareness to the channel and to seek other revenue streams for supporting its efforts.

We look forward to our continued partnership to offer a voice to the citizens of Greenville through the public access channel. Thank you in advance for your continued support.

Sincerely,



Cherie Speller
Chairperson

**Greenville-Pitt Public Access Television Corporation
Annual Plan and Budget
2016-2017**

The Greenville-Pitt Public Access Television Corporation provides and promotes fair and equal access to cable television for residents and organizations of the City of Greenville.

Established by the Greenville City Council in 1999, the corporation is non-profit and currently operates on SuddenLink cable channel 23 in Greenville and most of Pitt County.

Its mission is to provide public access television of the people, by the people, for the people of Greenville and Pitt County.

The following goals are consistent for the channel:

- 1) **Local programming:** The channel expects to continue airing a minimum of 75 percent of local original public access programming.
- 2) **Training:** The channel expects to continue and expand its effort to offer training. It has proven to be more effective one-on-one as producers work to provide a program for the channel. The channel continues to provide general information to various groups through meetings and other avenues.
- 3) **Public use:** Use of the channel continues to serve nonprofit groups and other agencies through the PRC series. Our goal is to continue to expand this effort as we serve and are available to the broader community.
- 4) **Staffing:** The channel has one full-time director. The channel also uses volunteers and occasionally uses freelance videographers for special projects.
- 5) **The channel has invested in more equipment as the current equipment ages and expects to invest more as funding allows. Projected needs include security cameras, microphones, cameras and a communications system.**

Other areas of focus for the board in 2016-2017 will continue to be fundraising to help meet the channel's financial needs.

In addition, a budget draft for 2016-2017 and a program report through November, 2015, are enclosed. There have been 34 producers from July 1, 2015 to Nov. 30, 2015.

Individual Programs cablecast by GPAT

12/10/2015

	Entertainment	Informational	Political	Public Service	Religious	TOTAL	GPAT	Studio
November 1-30, 2015	8	12	1	8	82	111	20	18%
	8hr38min	4hr32min	36min	1hr20min	52hr	65hr 09min	5hr22min	
October 1-31, 2015	4	11	13	11	71	110	28	25%
	1hr56min	3hr12min	8hr 48min	1hr30min	44hr 48min	60hr 15min	8hr15min	
September 1-30, 2015	7	14	9	11	64	105	32	30%
	5hr34min	4hr26min	4hr17min	1hr25min	39hr	54hr40min	8hr13min	
August 1-31, 2015	4	3	1	13	81	102	15	15%
	1hr56min	1hr12min	23min	1hr48min	52hr9min	57hr26min	3hr26min	
July 1-31, 2015	10	7	1	5	68	89	12	13%
	3hr49min	2hr45min	57min	45min	40hr56min	49hr12min	3hr 30min	
June 1-30, 2015	7	11		13	64	95	25	26%
	3hr	3hr 53min		1hr 45min	38hr 59min	47hr 37min	6hr 41min	
May 1-31, 2015	7	12		3	81	103	15	15%
	5hr16min	4hr 41min		45min	51 hr 38min	62hr 19min	5hr 26min	
April 1-30 2015	8	5	1	11	67	92	15	16%
	4hr40min	3hr19min	50min	1 hr 28min	39hr59min	50hr13min	5hr 12min	
March 1-30, 2015	6	13		12	87	118	23	19%
	2hr 53 min	5hr 5min		1hr 50min	53hr 29min	63hr 29min	5hr 25min	
February 1-28, 2015	5	6		9	65	85	15	18%
	3hr37min	2hr 31min		1 hr 27 min	39 hr 27 min	46hr 02 min	3hr 38min	
January 1-31, 2015	6	3		14	66	89	11	12%
	3hr 57min	1hr 25min		1 hr 13 min	40 hr 29 min	48hr 02 min	2hr 35min	
December 1-31, 2014	12	9		7	64	92	17	18%
	10hr06min	1hr55min		1hr5min	35hr58min	49hr5min	3hr 29min	
November 1-30, 2014	6	11		15	85	117	20	17%
	4hr18min	2hr52min		1hr38min	51hr27min	60hr4min	4hr 23min	
October 1-31, 2014	4	14	14	17	55	104	38	37%
	1hr34min	3hr42min	4hr32min	1hr42min	34hr21min	45hr35min	9hr 10min	
September 1-30, 2014	4	8		11	58	81	18	22%
	1hr 55min	2hr 50min		1hr 35 min	33hr 40min	40hr 0min	3hr 33min	
YEARLY SUMMARIES	Entertainment	Informational	Political	Public Service	Religious	TOTAL		
July 1, 2014-June 30, 2015	78	116	16	120	806	1135	229	20%
	49hr 09min	39hr 34min	5hr 22min	16hr 18min	488hr 19min	598hr 42min	58hr 21min	
July 1, 2013-June 30, 2014	71	173	39	51	858	1192	244	20%
	37hr 57min	63hr	17hr 18min	11hr 11min	530hr2min	659hr 27min	84hr 03min	
July 1, 2012-June 30, 2013	79	234	16	7	690	1026		
	50hr 31min	82hr 39min	5hr 43min	13min 47sec	455hr 49min	594hr 56min		
July 1, 2011-June 30, 2012	240	241	32	38	677	1254		
	143hr 30min	94hr 55min	17hr 19min	2hr 9min	462hr 58min	730hr 19min		
July 1, 2010-June 30, 2011	259	229	23	55	479	1045		
	139hr 07min	86hr 03min	12hr 09min	58min	377hr 08min	628hr 33min		

GPAT

2016-2017 Budget Draft

July 1, 2016 – June 30, 2017

Income	Budget
City of Greenville	\$33,000.00
State Funds	\$22,000.00
County of Pitt	\$8,000.00
Donations	\$500.00
Fundraising	\$1,000.00
Programming Fees	\$3,000.00
	\$67,500.00

Expense	Budget
Station Manager	\$40,563.00
Medicare	\$588.00
Social Security	\$2,515.00
Production Asst-contract	\$984.00
Rent	\$12,000.00
Dues & Subscriptions	\$0
insurance	\$4,800.00
Professional Fees-Accounting	\$1,700.00
Building Repairs/Studio Upgrade	\$0
Equipment-Maintenance/Purchase	\$0
Fundraising Expenses	\$0
Internet	\$1,800.00
Telephone	\$1,200.00
Satellite	\$550.00
Postage	\$300.00
Production Supplies	\$200.00
Office Supplies/Computer Software	\$300.00
Misc. Expenses	\$0
	\$67,500.00

**NORTH CAROLINA
PITT COUNTY**

AGREEMENT

THIS AGREEMENT, made and entered into this the 9th day of April, 2012, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter sometimes referred to as the CITY, and Greenville Public Access Television Corporation, a North Carolina nonprofit corporation, Party of the Second Part and hereinafter sometimes referred to as GPAT;

WITNESSETH

WHEREAS, the CITY desires to provide support for the use of a public access channel provided pursuant to federal law and the franchise agreement with the company which operates a cable television system within the corporate limits of the CITY; and

WHEREAS, GPAT has indicated its interest in continuing to serve the community by operating the public access channel by providing public access programming and services.

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

1) **SCOPE OF SERVICES.** In exchange for the funding provided by the CITY to GPAT pursuant to this Agreement, GPAT shall provide the following services:

A. **Operate Public Access Cable Channel.** Operate the public access channel for public access programming purposes, with the primary purpose being to administer, coordinate, and assist those requesting access on a non-discriminatory basis.

B. **Provide Equal Access.** Provide access to the use of the equipment, facilities, channels, and services relating to the public access channel on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served non-discriminatory basis, pursuant to operating rules promulgated by GPAT.

C. **Operating Policies and Procedures.** Implement policies and procedures for use and operation of the public access equipment, facilities, and channel and file such policies and procedures with the CITY.

D. **Compliance with Laws, Rules, and Regulations.** Administer the public access channel and facilities in compliance with applicable laws, rules, and regulations.

E. **Cablecast.** Provide for the cablecasting of programs on the public access channel. Programming must be on the public access channel at all times except when there are technical difficulties and/or acts of nature that prohibit it provided that in no event shall there be no cablecasting of programs on the public access channel for a period of two hundred forty (240) consecutive hours or a total of three hundred sixty (360) hours in any thirty (30) day period unless approved by the CITY and GPAT. Programming includes video and billboard/powerpoint but does not include screen savers. Other than the time utilized for Classic Arts Showcase programming, at least seventy five percent (75%) of the time utilized for programming on the public access channel must originate from residents of Greenville or nonprofit entities from Greenville. Classic Arts Showcase programming shall be a minimum of fourteen (14) hours per week and on a regular schedule as determined by GPAT. A daily schedule of programming on the public access channel will be generated and included as part of the daily billboard portion of the programming on the public access channel.

F. **Maintenance of Equipment.** Provide regular maintenance and repair of all video equipment purchased with funds received pursuant to this Agreement and/or donated, loaned, or leased to GPAT by the CITY.

G. **Promotion.** Promote the use and benefit of the public access channel and facilities to cable subscribers, the public, public access users, and nonprofit entities. Particular emphasis will be placed on promotion to nonprofit entities located in Greenville and Pitt County so as to make them aware of GPAT's presence and the benefits of having their videos on the public access channel.

2) **CHANNEL OPEN TO PUBLIC.** GPAT agrees to keep the public access channel open to all potential users regardless of their viewpoint, subject to Federal Communications Commission regulations and other relevant laws. Neither the CITY nor GPAT shall have the authority to control the content of programming placed on the public access channel so long as such programming is lawful. Provided that, nothing herein shall prevent GPAT or the CITY from producing or sponsoring programming, prevent GPAT or the CITY from underwriting programming, or prevent the CITY or GPAT from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of the channel. GPAT may develop and enforce policies and procedures which are designed to promote local use of the channel and make programming accessible to the viewing public, consistent with such time, manner and place

regulation as are appropriate to provide for and promote use of the public access channel, equipment and facilities.

3) **INDEMNIFICATION.** GPAT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of GPAT, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

GPAT shall indemnify and hold harmless the CITY, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from GPAT's use of channels, funds, equipment, facilities or staff granted under this Agreement or the franchise agreement.

The CITY shall indemnify, defend, and hold harmless GPAT, its officers, agents and employees from and against any and all claims, losses, liabilities, or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, caused in whole or part by any act or omission of the CITY.

4) **COPYRIGHT CLEARANCE.** Before cablecasting video transmissions, GPAT shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the public access channel that is operated and managed by GPAT. GPAT shall maintain for the applicable statute of limitations for CITY's inspection, upon reasonable notice by CITY, copies of all such user agreements.

5) **COPYRIGHT AND OWNERSHIP.** GPAT shall own the copyright of any programs which it may choose from time to time to produce. The copyright of programming produced by the public shall be held by such person who produces said programming.

6) **DISTRIBUTION RIGHTS.**

A. GPAT shall require that all programs produced with funds, equipment, facilities, or staff provided under this Agreement shall be distributed on the channel whose use is authorized by this Agreement. This requirement shall not be interpreted to restrict other distribution (beyond distribution on the channel authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the public access operating policies and procedures.

B. At the end of each program cablecast on the public access channel whose use is authorized by this Agreement, GPAT shall display a credit for at least three seconds stating that "Partial funding for the operation of this channel is provided by the City of Greenville" except in the case of technical difficulties. Such credit shall also state that opinions expressed in public access programs are the sole responsibility of the program producers, and not the City.

7) **EQUIPMENT AND FACILITIES.**

A. GPAT shall be responsible for maintenance of all equipment and facilities purchased with funds provided pursuant to this Agreement.

B. GPAT shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, except that upon termination or non-renewal of this Agreement all such equipment or facilities purchased with funds received pursuant to this Agreement shall be transferred to the CITY.

C. Upon the dissolution of GPAT, it shall, subject to the approval of the CITY, transfer all assets of GPAT representing equipment and facilities purchased with funds provided pursuant to this Agreement, and/or the proceeds of either to the CITY, or at the CITY's option, to such organizations designated by the CITY to manage access which shall at the time qualify as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

8) **INSURANCE.** GPAT shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by GPAT and may be included in GPAT's annual budget.

A. Comprehensive Liability Insurance. Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, each occurrence and aggregate; (2) property damage, \$1,000,000 for each occurrence and aggregate.

B. Equipment Insurance. Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.

C. Workers' Compensation. Workers' Compensation Insurance and Employer's Liability with limits as required by North Carolina law upon the employment of any individual as an employee of GPAT.

D. Cablecaster's Errors And Omission Insurance. Insurance shall be maintained to cover the content of productions which are cablecast on the public access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

E. City as Co-Insured Or Additional Insured. The CITY shall be named as a co-insured or additional insured on all of the aforementioned insurance coverages. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company of GPAT without first giving the CITY thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the CITY, its officers, agents, employees, or volunteers shall be in excess of the GPAT insurance and shall not contribute to it.

F. Notification Of Coverage. GPAT shall file with the CITY proof of insurance coverage as required by the provisions of this Section.

9) NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

A. GPAT shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

B. GPAT shall not discriminate in the delivery of services on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

10) **INDEPENDENT CONTRACTOR.** It is understood and agreed that GPAT is an independent contractor and that no relationship of principal/agent or employer/employee exists between the CITY and GPAT. If in the performance of this Agreement any third persons are employed by GPAT, such persons shall be entirely and exclusively under the control, direction and supervision of GPAT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by GPAT and the CITY shall have no right or authority over such persons or terms of employment.

11) **ASSIGNMENT.** Neither this Agreement nor any interest herein shall be assigned or transferred by GPAT, except as expressly authorized in writing by the CITY.

12) **ANNUAL REPORT.** Prior to September 1 of each year, GPAT shall submit to the CITY an annual report for the preceding fiscal year (July 1-June 30). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided including but not limited to the following:
 - 1. Amount of programming (number of programs and total time);
 - 2. Types of programming with a breakdown of the numbers and percentages of each;
 - 3. Breakdown of programming by source type (citizens, nonprofit entities, and location);
- B. Current and complete listing of GPAT's Board of Directors; and
- C. Year-end financial statements with an independent certified public accountant's review and opinion in conformity with Generally Accepted Accounting Principles, said independent certified public accountant to be acceptable to the Director of Financial Services of the CITY.

13) **RECORDS, CPA REVIEW AND OPINION.**

- A. GPAT shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Upon reasonable request from the CITY, GPAT shall, at any time during normal business hours, make available all of its records with respect to all matters

covered by this Agreement and shall respond to all requests for information relating to all matters covered by this Agreement.

C. GPAT shall submit on an annual basis to the CITY a copy of Form 990 or 990EZ filed with the Internal Revenue Service and an independent certified public accountant's review and opinion in conformity with Generally Accepted Accounting Principles, said independent certified public accountant to be acceptable to the Director of Financial Services of the CITY.

14) **FUNDING AND OTHER RESOURCES.** The CITY agrees to make the following funds and resources available to GPAT:

A. **Channel Capacity.** Certain channel capacity (spectrum on the cable system) has been dedicated for public access use pursuant to the provisions of law. The CITY agrees to permit GPAT to manage that channel capacity for public access programming purposes.

B. **Funding for Public Access Facilities and Equipment and Public Access Services.** The CITY will provide to GPAT funds which have been approved in the annual budget of the CITY to be provided to GPAT for public access channel purposes. GPAT shall utilize such funds for the purposes delineated in Section 1 of this Agreement in accordance with the provisions of Section 16 of this Agreement. These funds shall be disbursed to GPAT on a quarterly basis, in accordance with the schedule specified in Section 17 of this Agreement.

C. **Funding Discretionary.** Notwithstanding any other provision of this Agreement, it is understood and agreed that the provision of funds to GPAT pursuant to this Agreement is dependent upon the approval of funds in the annual budget of the CITY to be provided to GPAT for public access channel purposes and that the approval of said funds in the annual budget of the CITY is in the sole discretion of City Council and City Council may or may not approve said funds in the annual budget of the CITY.

D. **Government Access Channel Postings.** The CITY will assist in soliciting local programming for the public access channel by including information on the government access channel on how to put local videos and community information on the public access channel. The CITY will include information on the government access channel about the schedule of programming on the public access channel.

15) **ANNUAL PLAN AND BUDGET.** On or before December 31 of each year in which this Agreement is in effect, GPAT shall provide to the CITY an Annual Plan and Budget outlining activities and programs planned for the following fiscal year beginning on July 1 and ending on June 30. Such plan shall contain:

1. A statement of anticipated number of hours of local original public access programming;
2. Training classes to be offered and frequency of classes;
3. Plans for increasing public use of the public access channel;
4. Other access activities planned by GPAT; and
5. A detailed operating and capital equipment and facilities budget.

16) **EXPENDITURE OF FUNDS.** GPAT shall spend funds received from the CITY solely for the purposes listed in its Annual Plan and Budget which are related to the purposes delineated in Section 1 of this Agreement. Funds not expended in the year covered by the Annual Plan and Budget may be carried over by GPAT into succeeding years. Upon termination of this Agreement, all funds of any kind received from the CITY and not expended by GPAT shall be returned to the CITY. GPAT shall provide for such fiscal control and accounting procedures as are necessary to assure property disbursement and accounting for funds received from the CITY.

17) **RECEIPT OF APPROVED FUNDING.** Provided that GPAT has complied with the provisions of this Agreement, the CITY shall make quarterly payments to GPAT of the funds approved in the annual budget of the CITY to be provided to GPAT for public access channel purposes. Those payments shall be made in quarterly installments of twenty-five percent (25%) of said amount approved in the annual budget of the CITY for the applicable fiscal year of the CITY, said quarterly installments to be made on or before August 15, November 15, February 15, and May 15.

18) **FUNDING FROM OTHER SOURCES.** GPAT may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to, fundraising activities.

19) **TERM OF AGREEMENT.** This Agreement shall be for a period of two (2) years commencing on July 1, 2012, and ending on June 30, 2014, unless terminated earlier, as provided in this Agreement. This Agreement may be extended, by mutual agreement of the CITY and GPAT, in writing, for two additional periods of two (2) years each in accordance with Section 21 of this Agreement.

20) TERMINATION OF AGREEMENT.

A. The CITY shall have the right upon thirty (30) days written notice to GPAT to terminate this Agreement for:

1. Breach of any provision of this Agreement by GPAT;
2. Malfeasance, misfeasance, misappropriation of funds provided to GPAT pursuant to this Agreement;
3. Loss of 501(c)(3) status by GPAT;
4. Loss of dedicated channel capacity for public access programming purposes; or
5. Loss of the authority of the CITY to manage or designate a person or entity to manage the dedicated channel capacity for public access programming.

B. GPAT may avoid termination pursuant to Subsection (A)(1) above by curing any such breach to the satisfaction of the CITY within thirty (30) days of notification or within a time frame agreed to by the CITY and GPAT.

C. GPAT shall have the right upon thirty (30) days written notice to the CITY to terminate this Agreement if the CITY approves an annual budget of the CITY for a fiscal year of the CITY during the term of this Agreement in which there are no funds which have been approved in said annual budget to be provided to GPAT for public access channel purposes, said right to terminate shall expire if written notice is not given to the CITY prior to the end of the fiscal year of the CITY in which funds have not been approved to be provided to GPAT for public access channel purposes.

21) EXTENSION OF AGREEMENT. This Agreement may be renewed or extended for two (2) additional periods of two (2) years each, pursuant to the following process:

A. If GPAT seeks an extension of this Agreement, it shall submit to the CITY a letter of intent requesting extension on or before January 31 of the year in which the Agreement is to expire.

B. If the CITY agrees to an extension, then the CITY shall respond to GPAT's letter of intent requesting an extension with a letter concurring with the extension on or before May 15 of the year in which the Agreement is to expire.

22) TIME. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

23) **COOPERATION.** Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provision of this Agreement.

24) **APPLICABLE LAW.** This Agreement shall be interpreted and enforced under the laws of the State of North Carolina.

25) **NOTICES.** All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

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

TO:
Chairperson
Greenville Public Access Television Corporation
P.O. Box 8087
Greenville, NC 27835

Addresses for the purpose of this section can be changed by written notice to the other party.

26) **ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This agreement may be amended only by written agreement, and no purported oral amendment to this Agreement shall be valid.

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.

CITY OF GREENVILLE

BY:  (SEAL)
Thomas M. Moton, Jr., Interim City Manager

GREENVILLE PUBLIC ACCESS
TELEVISION CORPORATION

BY:  (SEAL)
Cherie Speller, Chairperson

APPROVED AS TO FORM:

David A. Holec
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery
Bernita W. Demery, Director of Financial Services

Account Number 010-1060-402.03-01

Project Code (if applicable) _____

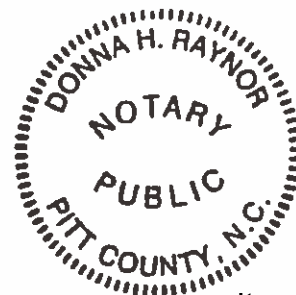
NORTH CAROLINA
PITT COUNTY

I, *Donna H. Raynor*, Notary Public in and for the aforesaid County and State, do hereby certify that Cherie Speller, Chairperson of Greenville Public Access Television Corporation, a nonprofit corporation, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 14th day of May, 2012.

Donna H. Raynor
Notary Public

My Commission Expires: 12/25/2015



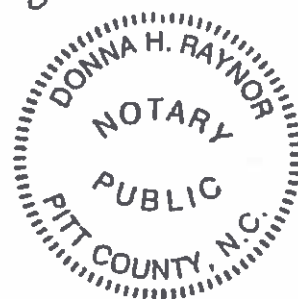
NORTH CAROLINA
PITT COUNTY

I, Donna H. Raynor, Notary Public in and for the aforesaid County and State, do hereby certify that Thomas M. Moton, Jr., Interim City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 23rd day of April, 2012.

Donna H. Raynor
Notary Public

My Commission Expires: 12/25/2015





City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Resolution declaring two vehicles as surplus and authorizing disposition by public auction

Explanation: **Abstract:** The City of Greenville has replaced two vehicles per the Vehicle Replacement Plan and has declared the used vehicles as surplus. The vehicles are ready to be sold by public auction.

Explanation: The City has replaced the two vehicles listed below per the Vehicle Replacement Plan and has determined that these used vehicles are now surplus to the City's needs and are therefore ready to be sold by public auction.

Asset#	Year	Make	Model	Type	VIN#
5495	2003	John Deere	5105	Tractor	410221
4180	1999	Ford	Crown Victoria	4 Dr. Sedan	2FAFP71W0XX209063

On November 10, 2014, the City Council approved an agreement with Greenville Auto Auction, a local auction dealer, to sell its surplus vehicles via public auction. These two vehicles will be sold at a public auction to be held at Greenville Auto Auction, located at 4330 Dickinson Avenue, Greenville, NC, on January 28, 2016, at 10:30 a.m. The public is welcome to attend and bid on these vehicles. Anyone desiring more information regarding the process for registering and bidding may contact the Purchasing Division at 252-329-4664 or view this information on the City's website.

Fiscal Note: Proceeds from the sale of these vehicles will be returned to the City, net of the 7.5% auction fee.

Recommendation: Approval of the resolution declaring the two vehicles as surplus and authorizing

their disposal via public auction by Greenville Auto Auction on January 28, 2016.

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Attachments / click to download

 [Resolution for Surplus Vehicles for January 2016 1018114](#)

RESOLUTION NO. _____

RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING ITS DISPOSITION BY PUBLIC AUCTION

WHEREAS, the City of Greenville has surplus property as listed below:

Asset#	Year	Make	Model	Type	VIN#
5495	2003	John Deere	5105	Tractor	410221
4180	1999	Ford	Crown Victoria	4 Dr Sedan	2FAFP71W0XX209063

WHEREAS, it is the desire of the City Council of the City of Greenville to sell by public auction to the highest bidder the above-listed property; and,

WHEREAS, North Carolina General Statutes 160A-270 provides for the sale of such City property by public auction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above-listed property is hereby declared as surplus and the Purchasing Manager is hereby authorized and directed to utilize the services of Greenville Auto Auction, Inc., to sell the surplus vehicles listed via public auction to the highest bidder. The public auction will be held on **January 28, 2016, at 10:30 a.m.** at Greenville Auto Auction located at 4330 Dickinson Avenue, Greenville, NC.

BE IT FURTHER RESOLVED that the property listed above will be sold in accordance with the terms and conditions contained in the Contract for Services between the City of Greenville and Greenville Auto Auction, Inc., and such terms are incorporated into this Resolution as if fully set forth herein. The above-mentioned surplus property shall be sold on an "as is, where is" basis with all sales being final and the right to reject any and all bids being reserved.

BE IT FURTHER RESOLVED that a notice summarizing the contents of this resolution may be published solely by electronic means and that the auction shall occur no sooner than ten (10) days after its publication.

This 14th day of January, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Various tax refunds greater than \$100

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are now before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

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

Payee	Adjustment Refunds	Amount
Baker, Robert Dowd	Registered Motor Vehicle	\$ 171.83
Best, Perry G.	Registered Motor Vehicle	114.83
Collins, Jayson J.	Registered Motor Vehicle	148.69
Connolly, Robert A.	Registered Motor Vehicle	115.34
CoreLogic Real Estate Tax Service (on behalf of: Mclawhorn, Lila S.)	Real Property	455.56
Dougherty Equipment Company, Inc	Registered Motor Vehicle	156.56
Gay, Ronnie	Registered Motor Vehicle	109.37
Gregory, Brent E.	Registered Motor Vehicle	153.28
McLane, James W.	Registered Motor Vehicle	116.30
Pittman, Robert E.	Registered Motor Vehicle	221.66
Pogoda, Stephanie	Registered Motor Vehicle	101.37
Ryder Truck Rental, Inc.	Registered Motor Vehicle	332.83
Tyson, Willie	Registered Motor Vehicle	315.36
Zamora, Juana	Registered Motor Vehicle	127.99
Alaniz, Francisco G.	Individual Personal Property	255.51

Fiscal Note: The total to be refunded is \$2,896.48.

Recommendation: Approval of tax refunds by City Council

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Budget ordinance amendment #6 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendment to the Project Budget Ordinance (Ordinance #15-053)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2015-2016 budget and other funds as identified.

Explanation: Attached for consideration at the January 11, 2015 City Council meeting is an ordinance amending the 2015-2016 City of Greenville budget (Ordinance #15-032) and an amendment to the South Greenville Renovation Capital Project Fund (Ordinance #15-053). For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To appropriate additional funds received during the United Way campaign to be paid out for program expenses and donations for United Way. (\$6,683).

B To appropriate additional funds needed for the South Greenville gymnasium renovation project. Additional funds of \$10,000 will be transferred from the General Fund, to realign expenses to the appropriate fund. The additional \$70,000 will be transferred from the Debt Service fund by reducing the amount needed for debt service on the project this fiscal year (\$80,000).

C To appropriate additional program income funds that were received during prior year from the sale of property that will be used for future programs on rehabs. (\$11,976).

D To appropriate proceeds for right-of-way/easement from the Department of Transportation for the 10th Street Connector. (\$22,950).

E To reallocate the budget for the Play Together Construction Grant. These funds have been granted by Trillium Health Resources to expand access to playgrounds within the City of Greenville. Funds were initially appropriated

within the Special Revenue Grant fund as a result of the October budget amendment; however, funds are being reallocated to the Recreation and Parks Capital Project Fund. (\$750,000).

F To appropriate the General Fund's fund balance to close the Emergency Operations Center project that is within the Fire/Rescue Capital Project fund. (\$48,142).

Fiscal Note:

The budget ordinance amendment affects the following budget: increases the General Fund by \$54,825; increases the Housing budget by \$11,976; decreases the Special Revenue Grant Fund by \$750,000; increases the Public Works Capital Project Fund by \$22,950; increases the Recreation and Parks Capital Projects Fund by \$830,000; and increases the Fire/Rescue Capital Projects Fund by \$48,142.

<u>Fund Name</u>	<u>Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 1/11/2016</u>
General	\$78,741,501	\$ 54,825	\$78,796,326
Housing	1,469,232	11,976	1,481,208
Special Revenue Grant	4,383,239	(\$750,000)	3,633,239
Public Works Capital Projects	31,149,236	22,950	31,172,186
Recreation and Parks Capital Projects	2,900,000	830,000	3,730,000
Fire/Rescue Capital Projects	1,048,703	48,142	1,096,842

Recommendation:

Approve budget ordinance amendment #6 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendment to the Project Budget Ordinance (Ordinance #15-053)

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 [Budget Amendment FY 2016 1009148](#)

ORDINANCE NO. 15-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#6) amending the 2015-2016 Budget (Ordinance #15-032) and amendment to the Project Budget Ordinance
(Ordinance #15-053)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 15-032, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2015-2016 BUDGET	#6 Amended 1/11/16	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES				
Property Tax	\$ 32,020,369	\$ -	\$ -	\$ 32,020,369
Sales Tax	16,627,515	-	-	16,627,515
Video Prog. & Telecom. Service Tax	904,000	-	-	904,000
Rental Vehicle Gross Receipts	126,929	-	-	126,929
Utilities Franchise Tax	6,052,187	-	-	6,052,187
Motor Vehicle Tax	1,018,705	-	-	1,018,705
Other Unrestricted Intergov't Revenue	806,227	-	-	806,227
Powell Bill	2,235,741	-	-	2,235,741
Restricted Intergov't Revenues	1,018,844	A 6,683	144,927	1,163,771
Licenses, Permits and Fees	4,418,874	-	-	4,418,874
Rescue Service Transport	3,085,803	-	-	3,085,803
Parking Violation Penalties, Leases, & Meters	362,600	-	-	362,600
Other Sales & Services	427,400	-	-	427,400
Other Revenues	292,446	-	49,575	342,021
Interest on Investments	553,761	-	-	553,761
Transfers In GUC	6,500,000	-	-	6,500,000
Other Financing Sources	62,596	-	-	62,596
Appropriated Fund Balance	1,591,683	F 48,142	496,144	2,087,827
TOTAL REVENUES	\$ 78,105,680	\$ 54,825	\$ 690,646	\$ 78,796,326

APPROPRIATIONS

Mayor/City Council	\$ 511,661	\$ -	\$ -	\$ 511,661
City Manager	1,619,586	-	-	1,619,586
City Clerk	259,086	-	-	259,086
City Attorney	468,242	-	-	468,242
Human Resources	2,527,943	A 6,683	86,683	2,614,626
Information Technology	3,028,347	-	124,000	3,152,347
Fire/Rescue	13,421,532	-	18,700	13,440,232
Financial Services	2,479,816	-	4,563	2,484,379
Recreation & Parks	7,600,386	B (10,000)	738,480	8,338,866
Police	23,353,229	-	157,866	23,511,095
Public Works	8,825,596	-	1,364,826	10,190,422
Community Development	2,657,084	-	412,694	3,069,778
OPEB	450,000	-	-	450,000
Contingency	200,000	-	(200,000)	-
Indirect Cost Reimbursement	(1,268,214)	-	-	(1,268,214)
Capital Improvements	3,034,892	-	(2,408,945)	625,947
Total Appropriations	\$ 69,169,186	\$ (3,317)	\$ 298,867	\$ 69,468,053

OTHER FINANCING SOURCES

Transfers to Other Funds	\$ 8,936,494	B, F \$ 58,142	\$ 391,779	\$ 9,328,273
	\$ 8,936,494	\$ 58,142	\$ 391,779	\$ 9,328,273

TOTAL APPROPRIATIONS \$ 78,105,680 \$ 54,825 \$ 690,646 \$ 78,796,326

Section II: Estimated Revenues and Appropriations. **Debt Service Fund**, of Ordinance 15-032, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2015-2016 BUDGET	Amended 1/11/2016	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES				
Powell Bill Fund	\$ 60,440	\$ -	\$ -	\$ 60,440
Occupancy Tax	685,181	-	-	685,181
Transfer from General Fund	4,137,062	-	-	4,137,062
TOTAL REVENUES	\$ 4,882,683	\$ -	\$ -	\$ 4,882,683

Item # 8

APPROPRIATIONS

Debt Service Payments	\$	4,882,683	B	\$	(70,000)	\$	(70,000)	\$	4,812,683
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Transfer to the South Greenville Renovation Capital Project Fund		B	70,000	70,000	70,000
Total Expenditures	\$ 4,882,683	\$ -	\$ -	\$ -	\$ 4,882,683
TOTAL APPROPRIATIONS	\$ 4,882,683	\$ -	\$ -	\$ -	\$ 4,882,683

Section III: Estimated Revenues and Appropriations. **Housing Fund**, of Ordinance 15-032, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2015-2016 BUDGET		Amended 1/11/2016	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
Annual CDBG Grant Funding	\$ 800,219		\$ -	\$ -	\$ 800,219
HUD City of Greenville	329,316		-	-	329,316
Program Income	-	C	11,976	37,838	37,838
Transfer from General Fund	313,835		-	-	313,835
TOTAL REVENUES	\$ 1,443,370		\$ -	\$ 37,838	\$ 1,481,208

APPROPRIATIONS					
Sanitation Fund	\$ 1,443,370	C	\$ 11,976	\$ 37,838	\$ 1,481,208
Total Expenditures	\$ 1,443,370		\$ 11,976	\$ 37,838	\$ 1,481,208
TOTAL APPROPRIATIONS	\$ 1,443,370		\$ 11,976	\$ 37,838	\$ 1,481,208

Section IV: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 1/11/16	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 2,171,408	E	\$ (750,000)	\$ 1,072,545	\$ 3,243,953
Transfer from General Fund	79,286		-	230,000	309,286
Transfer from Pre-1994 Entitlement	80,000		-	-	80,000
TOTAL REVENUES	\$ 2,330,694	\$-	\$ (750,000)	\$ 1,302,545	\$ 3,633,239

APPROPRIATIONS					
Personnel	\$ 114,387		\$ -	\$ 730,000	\$ 844,387
Operating	1,399,405		-	150,610	1,550,015
Capital Outlay	816,902	E	(750,000)	421,935	1,238,837
Total Expenditures	\$ 2,330,694		\$ (750,000)	\$ 1,302,545	\$ 3,633,239
TOTAL APPROPRIATIONS	\$ 2,330,694		\$ (750,000)	\$ 1,302,545	\$ 3,633,239

Section V: Estimated Revenues and Appropriations. **Public Works Capital Projects Fund**, of Ordinance #15-053, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 1/11/16	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
Stantonsburg Rd./10th Street Connector Project	\$ 6,022,000	D	\$ 22,950	\$ 22,950	\$ 6,044,950
Thomas Langston Rd. Project	3,980,847		-	-	3,980,847
GTAC Project	8,796,417		-	-	8,796,417
Energy Efficiency Project	777,600		-	-	777,600
King George Bridge Project	504,999		-	-	504,999
Energy Savings Equipment Project	2,591,373		-	-	2,591,373
Convention Center Expansion Project	4,688,000		-	-	4,688,000
Street Improvements Project	2,788,000		-	1,000,000	3,788,000
TOTAL REVENUES	\$ 30,149,236		\$ 22,950	\$ 1,022,950	\$ 31,172,186

APPROPRIATIONS					
Public Works Capital Projects Fund	\$ 30,149,236	D	\$ 22,950	\$ 1,022,950	\$ 31,172,186
Total Expenditures	\$ 30,149,236		\$ 22,950	\$ 1,022,950	\$ 31,172,186
TOTAL APPROPRIATIONS	\$ 30,149,236		\$ 22,950	\$ 1,022,950	\$ 31,172,186

Section VI: Estimated Revenues and Appropriations. **Recreation and Parks Capital Projects Fund**, of Ordinance #15-053, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 1/11/16	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
South Greenville Gymnasium Renovations and Additions	\$ 200,000		\$ 80,000	\$ 2,780,000	\$ 2,980,000
Trillium Park Equipment Project	-	E	750,000	750,000	750,000
TOTAL REVENUES	\$ 200,000		\$ 830,000	\$ 3,530,000	\$ 3,730,000
APPROPRIATIONS					
Recreation and Parks Capital Projects Fund	\$ 200,000	E	\$ 830,000	\$ 3,530,000	\$ 3,730,000
Total Expenditures	\$ 200,000		\$ 830,000	\$ 3,530,000	\$ 3,730,000
TOTAL APPROPRIATIONS	\$ 200,000		\$ 830,000	\$ 3,530,000	\$ 3,730,000

Section VII: Estimated Revenues and Appropriations. **Fire/Rescue Capital Projects Fund**, of Ordinance #15-053, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 1/11/16	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
Emergency Operations Center Project	\$ 1,048,700	F	\$ 48,142	\$ 48,142	\$ 1,096,842
TOTAL REVENUES	\$ 1,048,700		\$ 48,142	\$ 48,142	\$ 1,096,842
APPROPRIATIONS					
Fire/Rescue Capital Project Fund	\$ 1,048,700	F	\$ 48,142	\$ 48,142	\$ 1,096,842
Total Expenditures	\$ 1,048,700		\$ 48,142	\$ 48,142	\$ 1,096,842
TOTAL APPROPRIATIONS	\$ 1,048,700		\$ 48,142	\$ 48,142	\$ 1,096,842

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

Adopted this 11th day of January, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

a. Environmental Advisory Commission

Explanation: The Environmental Advisory Commission is scheduled to make their annual presentation to City Council at the January 11, 2016, meeting.

Fiscal Note: No direct cost for the presentation

Recommendation: Hear the presentation from the Environmental Advisory Commission.

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City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Uptown Greenville Mid-Year Report

Explanation: **Abstract:** In accordance with the City's contract for services with Uptown Greenville, Uptown Greenville will provide a mid-year update on work accomplished by the organization.

Explanation: In accordance with the contract for services between Uptown Greenville and the City of Greenville, Uptown Greenville provides an update to City Council on programs and works completed by the organization. Representatives from Uptown Greenville will update the City Council on their accomplishments for the period July 1, 2015 through December 31, 2015.

In the 2015-16 fiscal year budget, \$50,000 was appropriated by the City Council to Uptown Greenville. The contract for services was authorized by City Council on August 10, 2015.

Fiscal Note: Uptown Greenville was awarded \$50,000 from the 2015-16 fiscal year general fund budget of the City of Greenville.

Recommendation: City Council to receive the report.

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 [2015 Mid-Year Report](#)

MID-YEAR REPORT

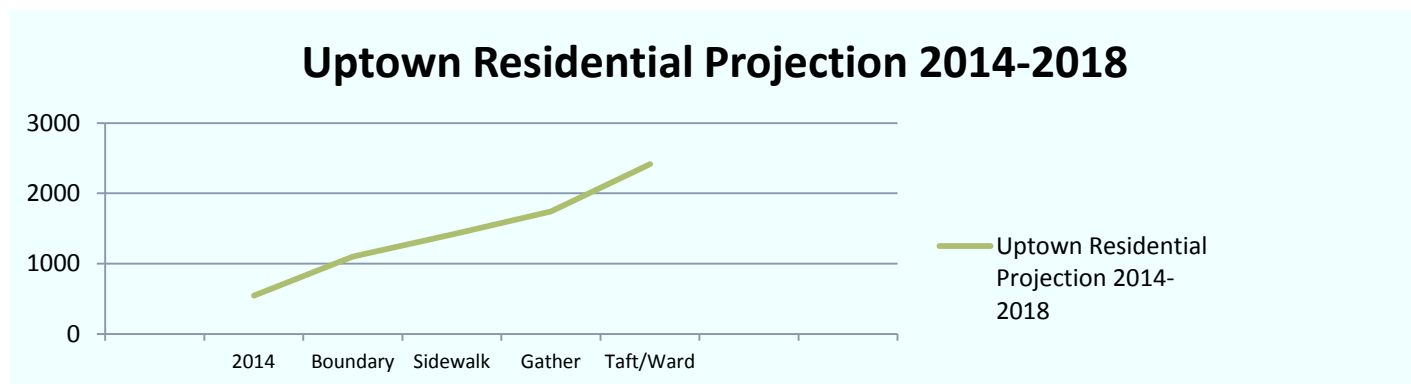
FY 2015



2015 Strategic Highlights

2015: The time is now for Uptown Greenville. 2015 proved to be the year of transformation. In what was arguably the most impactful year in our 60-year redevelopment history, alongside of the City of Greenville, our organization welcomed the following successes:

Residential population: In August, 2015 Uptown Greenville welcomed 545 new residents to the district when the Boundary @ West End opened its doors. The Taft/Ward Investment doubled our residential population, while adding national attention to the Greenville market as an attractive investment for student housing developers. Shortly after, several nationally recognized investors made project announcements totaling \$115,000,000 in residential development and representing a 118% increase in the downtown residential population by 2018.



Please note: Residential population estimates do not include unannounced residential adaptive reuse projects.

BUSINESS RECRUITMENT AND RETENTION HIGHLIGHTS

In the last twelve months, the organization met with several developers and current business owners as a means to recruit and retain private investment by promoting existing incentives. Our Economic Development team works in conjunction with city staff and investors to create new policies and programs that create jobs and strengthen the local economy. Together, we are celebrating an estimated 24 new business and a net increase of 91 full and part-time jobs.

BEAUTIFICATION HIGHLIGHTS

Uptown Greenville invested in over \$70,000 in public improvements. Our contribution to the district is as follows:

LED Lights on Dickinson Avenue	\$2,000
Summer banners	\$800
Live United Courtyard	\$32,000
Clock face, parking deck	\$30,000
NC Arts Grant award: Greenville Groves	\$7,500
	\$72,300

SPECIAL EVENTS, PROMOTIONS AND PRIVATE SUPPORT HIGHLIGHTS

In the last twelve months, we estimate that Piratefest, The Umbrella Market, the Freeboot Friday Music Series, and the First Friday Artwalks collectively brought 77,500 people to the Uptown district, or 89% of the municipal population. Additionally, our media trades and promotional campaigns leveraged \$150,000 in advertising impressions.

GUIDANCE FOR PUBLIC INFRASTRUCTURE PROJECTS

Uptown Greenville offered guidance to local leaders based on membership feedback on a range of issues including downtown parking, outdoor dining, merchant issues, a Dickinson Avenue Stakeholders group and police and safety issues.

LOOKING AHEAD

You can anticipate more data-driven economic development, marketing, promotion and organizational expertise. In early 2016, we will launch a "Love Greenville" campaign, host the annual "State of the District" event on February 9th, and begin fundraising for the "Uptown Vision Plan." We look forward to our continued partnership with the Mayor, City Council and greater Greenville community.



Tony Khoury
Chairman, Uptown Greenville
December 31, 2015



Bianca Shoneman
President, Uptown Greenville



MID-YEAR REPORT
July 1- December 31, 2015

GENERAL WORK TO BE PERFORMED:	
<p>UPTOWN will use its best efforts to publicize the economic, educational, social, and cultural benefits of the UPTOWN business district of Greenville; assist in recruiting business and residents to the UPTOWN area; and provide information on the UPTOWN business district of Greenville to prospective businesses and residents. UPTOWN will publicize and promote the City’s urban revitalization efforts and plans through the normal business activities of UPTOWN.</p>	<p>2015 proved to be the year of announcements! Alongside of the City of Greenville, Uptown Greenville celebrates over \$115,000,000 in private investment announced for the district. These investments will take the existing residential population from 1,100 people to over 1,375 people by the fall of 2018. Additionally, we project to add 70,000 GSF office, 975 private parking spaces, and 40,000 GSF of retail.</p>
BUSINESS RECRUITMENT AND RETENTION	
<p>A. UPTOWN shall, in cooperation with CITY, and other partners as appropriate, assist with implementation of a comprehensive economic development program for the district. UPTOWN’s economic development efforts shall attempt to retain and recruit retail businesses in the district, recruit new employers to the district and facilitate commercial and residential development. Economic development services and activities performed, supported and/or coordinated by UPTOWN may include but are not limited to, corporate and retail visitation programs, real estate developer outreach, available properties database, participation in trade show and association events, provision of technical assistance to and/or potential new businesses in the district, and data collection/publication.</p>	<p>A. In cooperation with CITY, and other partners, UPTOWN has engaged no less than 30 businesses and potential businesses as part of a small business recruitment and retention program. Additionally, we engage in real estate developer outreach, the maintenance of a web-based available properties database, participation at Business Expos and district-wide marketing. Our marketing platforms include: Web-based “Report to Stakeholders”, bi-weekly e-News blasts, billboard advertisement, over \$150,000 in media trades and sponsorships on multiple platforms including print, radio and TV, and regular social media marketing efforts.</p>

<p>UPTOWN'S marketing work will maintain strong ties to other regional economic development partners to maximize information sharing and resources.</p> <p>B. UPTOWN shall, in cooperation with the CITY, recruit investors/developers for the former State Theatre building.</p> <p>C. UPTOWN shall serve as the administrator of the UPTOWN Retail Challenge on behalf of the CITY.</p> <p>D. UPTOWN shall, in cooperation with CITY, work towards the completion of the LIVE United Park.</p>	<p>To connect interested investors to local leadership, UPTOWN hosted or co-hosted alongside of the Office of Economic Development several developers "meet and greets".</p> <p>B. Working in cooperation with the CITY, UPTOWN wrote, published and managed a Request for Information process designed to establish a restoration and operations plan for the State Theater Building. As a result, The CITY is in negotiations with a private development/operator to create a LIVE PERFROMANCE Venue at the historic landmark.</p> <p>C. UPTOWN, in cooperation with the CITY, Chamber and private partners, administrated the UPTOWN Retail Challenge. Truly Unique opened in September, 2015.</p> <p>D. \$30,000 was turned over to the City of Greenville and construction is currently underway. Estimated completion date: March, 2016. Total project estimate: \$47,000.</p>
<p>UPTOWN BEAUTIFICATION</p>	
<p>A. Continue to maintain and improve on Planter Beds in the Uptown District area by the development of an Adopt-A-Bed program and pursue funding in support of a private maintenance contract to "Adopt a Planter" program for all Uptown planters.</p> <p>B. Add to the destination feel of UPTOWN by providing colorful event and district lamppost banners throughout the UPTOWN business district of Greenville.</p>	<p>A. UPTOWN maintains a private contract for services for the maintenance of the planter beds along Evans Street. Research on an adopt a bed program is attached as an addendum and will be discussed with the Public Works department in Spring, 2016.</p> <p>B. UPTOWN purchased new lamppost banners in summer, 2015. As per the contract, a regular schedule of seasonal banner placement has been devised and is executed with the support of Greenville Utilities.</p> <p>NOTE: Above and beyond the contract for services, Uptown Greenville purchased new LED lights for the Dickinson Avenue/Reade Circle Corridor. Total investment: \$2,000</p>

SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT

<p>A. Credit the CITY as a major sponsor of PirateFest, Freeboot Friday, and the Uptown Umbrella Market. The City will note other Uptown and City partnership events on the city calendar and in email notifications.</p> <p>B. Serve as primary organizer and sponsor for PirateFest, First Friday ArtWalk Series, Freeboot Friday, and the UPTOWN Umbrella Market.</p> <p>C. In an effort to provide a wide range of quality programming for the Five Points Plaza facility and the UPTOWN Commercial District, UPTOWN shall provide information, technical assistance and other guidance as necessary to outside organizations interested in sponsoring and holding special events within the UPTOWN District.</p> <p>D. Coordinate the review process for organizations applying to hold special events on the Five Points Plaza in accordance with the City's established rules for use of the venue.</p>	<p>A. The City of Greenville's brand, listed as a major sponsor of all of UPTOWN's events, appeared in over \$150,000 in media promotions.</p> <p>NOTE: Above and beyond the contract for services, Uptown Greenville invested in a community events calendar. The Everwondr plug-in is used by the Convention and Visitors Bureau, the Pitt County Arts Council and our organization. This unique partnership allows our organizations to pull content from the cloud directly to our individual websites. Total Investment: \$1,700</p> <p>B. UPTOWN served as a primary organizers of PirateFest, First Friday ArtWalk, Freeboot Friday and the Umbrella Market, while developing new events like SpazzFest, the Umbrella Market Farm Tour, St. Patrick's Day celebration, Annual National Night Out Food Truck Rodeo and State of the District.</p> <p>C. UPTOWN offers guidance to organizations interested in sponsoring or holding special events within the district. Information on how to host an event in the district is easily accessible on the Uptown website.</p> <p>D. UPTOWN serves as the primary point of contact for organizations interested in hosting events within the Five Points Plaza. Additionally, we look forward to engaging in a similar approach to the Live United Courtyard. PLEASE NOTE: The utilization of the Five Points Plaza by outside organizations increased significantly in 2015. Groups such as the ECU PanHellenic Association and A Time for Science hosted events in the flex space.</p>
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<p>E. Work with the city in the promotion of other events as deemed necessary such as the BMX festival, Fall Festival, and Greenville Grooves Concert.</p> <p>F. Continue to strengthen the connection that residents, employees and visitors have to the district and increase the district's reputation as an attractive location for businesses and employees via year round programming.</p> <p>G. Communicate and assist with organizing Uptown district stakeholders on public infrastructure projects and public policy initiatives</p>	<p>E. Uptown assisted with the promotion of BMX Festival, Fall Festival and Greenville Grooves. Additionally, our organization pursued and was awarded \$7,500 to support Greenville Grooves from the NC Arts Council.</p> <p>F. To further the positive sense of the growth, UPTOWN leveraged a media trade with WCTI-12. Our commercial "We are Uptown" has aired for over 6-months on the popular ABC affiliate.</p> <p>G. Several stakeholders groups have met since July, 2015 on topics ranging from Dickinson Avenue, Parking, Outdoor Dining, Halloween, Underage Drinking and the Town Creek Culvert. We are glad to assist with these discussions.</p>
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GUIDANCE FOR PUBLIC INFRASTRUCTURE PROJECTS

<p>A. Upon request from the CITY, UPTOWN shall help build consensus for public infrastructure projects or other identified projects in the form of public input gathering, surveying, and communication of plans.</p> <p>B. Upon request from the CITY, UPTOWN shall coordinate and conduct Public Input Forums regarding future redevelopment plans.</p>	<p>A. UPTOWN assisted with the communication of public plans related to parking, road closures, street cleaning, outdoor dining, Halloween and road/street improvement projects.</p> <p>B. UPTOWN organized a eight stakeholder groups as follows:</p> <ol style="list-style-type: none"> 1. Outdoor Dining, July 31 and August 5 2. Bar owners meeting: August 18 and September 21 3. Merchant meeting: August 24 4. Dickinson Ave Stakeholder group: October 29 5. Halloween meeting: October 7 6. Membership mixer: December 18
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FUNDRAISING FOR UPTOWN PUBLIC IMPROVEMENTS	
<p>A. UPTOWN, working in conjunction with the CITY, shall assist with fundraising efforts to fund purchase and installation of lamp post banners and other facilities determined to be needed.</p> <p>B. Begin fundraising discussions with private entities for update of the Master Plan for Uptown, which will incorporate other existing plans currently developed by the City.</p>	<p>A. UPTOWN raised nearly \$34,000 in private dollars to purchase and install four decorative clocks in the UPTOWN Parking Deck and Uptown Greenville purchased new LED lights for the Dickinson Avenue/Reade Circle Corridor. Total LED investment: \$2,000</p> <p>B. A fundraising plan is underway. It is imperative the City Council note the Uptown master planning process as a priority of the City Council.</p>



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Resolution approving a memorandum of understanding and lease agreements with Sound Rivers, Inc.

Explanation: **Abstract:** Sound Rivers, Inc. desires to enter into a memorandum of understanding and lease agreements to allow for the construction and operation of three raised wooden camping platforms adjacent to the Tar River on three separate tracts of City-owned land along the Tar River within City limits. The cost of construction would be shared with the City of Greenville.

Explanation: The Tar River Legacy Plan, adopted by City Council in the fall of 2014, recommends the development of camping platforms along the Tar River as a means of allowing the public to better utilize and enjoy the river. These platforms would provide overnight camping opportunities to canoeists, kayakers, recreational boaters, and fishermen.

Sound Rivers, Inc. (SRI) desires to partner with the City of Greenville to build three raised wooden camping platforms on three separate tracts of City-owned land: the first two are at the Phil Carroll Nature Preserve and River Park North, and the third property is located on the northern bank of the Tar River on property adjacent to the Greenville Utilities Commission's (GUC) Wastewater Treatment Plant. Since this tract is designated "for the use and benefit of Greenville Utilities Commission," the Commission's approval was sought for a "Resolution recommending approval of a memorandum of understanding and lease agreement between the City of Greenville and Sound Rivers, Inc." Greenville Utilities Commission unanimously approved that resolution at their meeting on December 17, 2015 (attached).

These camping platforms would become part of the Tar-Pamlico Water Trail, promoting ecotourism and the area's natural resources. SRI, through its system of camping platforms, has experienced success with other North Carolina river communities in promoting ecotourism, increasing patronage to local businesses, and promoting the area's natural resources. The City would capitalize on the past success of SRI as this partnership with SRI would help promote Greenville as a

center for ecotourism in Eastern North Carolina.

The attached lease agreements with SRI would allow for 50-50 shared construction costs and for the maintenance of the raised camping platforms.

The attached memorandum of understanding would allow for SRI's provision of reservation scheduling, operation, and maintenance of the Phil Carroll Nature Preserve and GUC platforms, and the maintenance of the camping platform at River Park North. Reservation scheduling and programming at River Park North will be handled by City staff, since the platform there will be used for River Park North programs as well.

Fiscal Note:

The City will incur a cost of \$10,000 towards the approximately \$20,000 in construction costs. Funds are available within the Recreation and Parks capital budget. SRI will be responsible for other expenses related to the construction, maintenance, routine inspection, and insurance associated with the camping platforms.

Revenue in the amount of \$1 annually for each of the three leases will be received. Additional revenues may be realized from public reservations of the River Park North platform.

Recommendation:

Adopt the resolution approving the memorandum of understanding and the lease agreements with Sound Rivers, Inc. and authorizing the City Manager to execute these documents.

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

Attachments / click to download

- [📎 Resolution approving Lease Agreement with Sound Rivers Inc. 1012544](#)
 - [📎 GUC Resolution MOU and Lease Agreement with Sound Rivers 1018404](#)
 - [📎 Camping Platform Agreement Sound Rivers 1014793](#)
-

RESOLUTION - 16
RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND
LEASE AGREEMENTS WITH SOUND RIVERS, INC.

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of ten (10) years or less for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve a Memorandum of Understanding and Lease Agreements with Sound Rivers, Inc. for the Tar-Pamlico Water Trail at the proposed campsite locations on the Tar River located on the Phil Carroll Nature Preserve, River Park North, and City-owned land adjacent to the GUC Waste Water Treatment Plant (Parcel Number 48152), for a term of ten years.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute the Memorandum of Understanding and the Lease Agreements, for and on behalf of the City of Greenville.

This the 11th day of January, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION _____

RESOLUTION RECOMMENDING APPROVAL OF A
MEMORANDUM OF UNDERSTANDING AND LEASE AGREEMENTS
BETWEEN THE CITY OF GREENVILLE AND SOUND RIVERS, INC.

WHEREAS, the City of Greenville, for the use and benefit of Greenville Utilities Commission (GUC), currently holds title to certain property described in Book 236 at Page 573, Pitt County Public Registry, which is commonly known as Tax Parcel No. 48152 according to the records in the Office of the Tax Administration of Pitt County, North Carolina; and

WHEREAS, Sound Rivers, Inc., has established the Tar-Pamlico Water Trail with proposed campsite locations along the Tar River on property owned by the City of Greenville and commonly known as: (1) the Phil Carroll Reserve and (2) in River Park North; and

WHEREAS, Sound Rivers, Inc., has also expressed an interest in a campsite location on a portion of Tax Parcel No. 48152 (1/10 of an acre, more or less) owned by the City, for the use and benefit of GUC; and

WHEREAS, the Board of Commissioners of GUC does hereby determine that such portion of Tax Parcel No. 48152 (1/10 of an acre, more or less) is not needed by GUC for the term of this lease and therefore recommends to the City that such portion of Tax Parcel No. 48152 (1/10 of an acre, more or less) be included in any Memorandum of Understanding and Lease Agreements between the City and Sound Rivers, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of GUC of the City of Greenville, North Carolina, that it hereby recommends the execution by the City Council of the City of Greenville of a Memorandum of Understanding and Lease Agreements between the City of Greenville and Sound Rivers, Inc., for the establishment of a proposed campsite location for the Tar-Pamlico Water Trail along the Tar River on Tax Parcel No. 48152 owned by the City, for the use and benefit of GUC.

BE IT FURTHER RESOLVED that City Council of the City of Greenville is hereby requested to authorize the City Manager to execute a Memorandum of Understanding and Lease Agreements for and on behalf of the City of Greenville for campsite locations along the Tar River including property owned by the City, for the use and benefit of GUC and commonly known as Tax Parcel No. 48152.

This the 17 day of December, 2015.



(SEAL)

GREENVILLE UTILITIES COMMISSION
OF THE CITY OF GREENVILLE, NC

By John Minges
JOHN MINGES, Chair

ATTEST:

Dennis Mitchell
DENNIS MITCHELL, Secretary

City of Greenville Camping Platform Proposal

Tar-Pamlico River Water Trail



Submitted By:

Matthew Butler
Environmental Projects Manager
Sound Rivers, Inc
P.O. Box 1854 Washington, NC 27889

www.soundrivers.org

www.tarpamlicowatertrail.org

October 27, 2015

Project Description

Sound Rivers, Inc. (SRI) has been an advocate for public access, including canoeing/kayaking, to the Tar-Pamlico River System since its founding in 1981. While SRI's primary goal is the protection of water quality within the Tar-Pamlico River Basin, SRI is continually developing and implementing programs that promote ecotourism, educate local citizens about the area's abundant natural resources, and expose people to aspects of the river/estuary that would otherwise go unnoticed.

The original concept for the Tar-Pamlico Water Trail along the Tar River was developed by a graduate student intern at SRI in 2008. The student was hired to determine the feasibility of various overnight camping facilities along the lower Tar River between Greenville and Washington. In discussions with recreational users of the river, SRI discovered a perceived need for overnight camping facilities, especially during high flows as typical riverside camping areas at sand bars and point bars disappear. Providing public access to the river, a public resource, via raised camping platforms will promote greater recreational use, reduce safety concerns of current illegal camping, and help promote local economies by increasing tourism throughout the watershed.

Utilizing SRI's feasibility study and the Roanoke River Partner's existing campsite/camping platform system along the Roanoke River as a model, SRI has developed similar trailside facilities along the Tar River. SRI has built five camping platforms to date, with funding to complete seven more in the next year. SRI is interested in partnering with the City of Greenville, which owns and manages several tracts along the Tar River in Greenville, to build raised wooden camping platforms along the Tar River. The success of the system along the Roanoke River in promoting ecotourism in Eastern NC, helping local businesses, and promoting the area's abundant natural resources has been the inspiration for this project. SRI has been working closely with partners to help bring people to this economically depressed region and utilize one of the area's best assets, the river. SRI believes that ecotourism will become the foundation of Eastern North Carolina's economy during future generations, and the Tar-Pamlico Water Trail is a perfect example of how to promote economic and recreational interests in the area.

The platform system provides overnight access to the Tar River for canoe and kayakers, recreational boaters, hunters, and fishermen. More people are adopting the sport of paddling every year and current users of the river lack legal overnight camping facilities along the river. Currently, a paddler wanting to organize an excursion along the Tar River has two choices: a day paddle with no legal overnight facilities or an overnight paddle with a campsite on private property or in a relatively unsecure or unsafe location. Providing legal, safe overnight camping facilities alleviates much of the unlawful, rogue camping which now takes place along the river.

SRI's ultimate goal is for a continuous series of camping platforms beginning at the most upstream navigable waters in Franklin County to the mouth of the Pamlico Sound. Fishing Creek, a large tributary to the Tar River, has also been identified as part of the long-term plan.

Funding

SRI has secured a donation from the City of Greenville for \$10,000 to fund the project startup costs. SRI will raise the remaining funds to complete three platforms in the city. The funds will be used for building materials and labor for platforms on the Phil Carroll Nature Preserve, at River Park North, and on a third riverside property owned by the City of Greenville and utilized by the Greenville Utilities Commission.

Online Reservation and Permit System

SRI has a standalone website for information and reservations pertaining to the water trail (www.tarpamlicowatertrail.org). Ultimately, SRI will list all three platforms on the website, but will not be responsible for reservations on the River Park North site. Greenville Recreation and Parks will manage day to day operations, reservations and routine maintenance of the platform on their site to mitigate day uses for outdoor classroom activities.

Liability Insurance

SRI has a liability insurance policy which will cover SRI and the landowner against potential liability issues that might arise from use of the platforms. While SRI will be the primary policy holders, each landowner would be added as additional insureds. The policy would provide a public liability of \$1,000,000, and \$2,000,000 aggregate. Premises medical payments would be \$5000. This means that SRI and the landowner would be covered for up to \$1,000,000 per occurrence for accidents and that \$2,000,000 total is the most that the policy would pay in the policy period. The medical payments would cover the general public if someone is injured, without regard to negligence.

Maintenance

SRI has over 4000 members. Many of our members are avid paddlers, fisherman, and hunters and are willing to voluntarily inspect and maintain the platforms. Inspections of each platform will be scheduled on a bi-monthly to monthly basis, depending upon weather and river levels. Issues such as downed limbs, exposed nails, rotten or warped boards, floods, trash, etc. have been anticipated. Although we have proposed a "Leave No Trace" policy for all platforms and explicitly outlined a trash/human waste policy, problems with non-permitted users and persons not following the policies and rules may arise. SRI's system of volunteers will handle any of these issues and keep each site in optimal working order.

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Greenville, North Carolina

AND

Sound Rivers, Inc.

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into on this ____ day of _____, 2016, by and between the City of Greenville, North Carolina, hereinafter referred to as "GREENVILLE" and the Sound Rivers, Inc., hereinafter referred to as "SRI".

A. PURPOSE:

The purpose of this MOU is to establish a working and functional partnership between GREENVILLE and SRI in the planning and implementation of the Tar-Pamlico Water Trail at the proposed campsite locations owned and managed by GREENVILLE on the Tar River within the city limits of Greenville, NC.

B. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The benefits for GREENVILLE include an active partnership with SRI to promote the Tar River as a natural resource to paddlers and recreational users and to help promote ecotourism in Eastern NC by providing overnight facilities along the river for various user groups using the platforms located on GREENVILLE's property.

The benefits for SRI through this cooperative effort are created through the launching of the Tar-Pamlico Water Trail. These camping platforms will be the first within the city limits and SRI hopes they will continue momentum and support for additional platforms along the river to complete the overall plan for a comprehensive and connected series of overnight facilities along the river.

C. GREENVILLE shall:

- 1. Lease to SRI specified locations for the construction of three 16' x 32' raised wooden camping platforms adjacent to the river, with one platform being on each of the Phil Carroll Nature Preserve, River Park North, and the property adjacent to the GUC Waste Water Treatment Plant ("GUC property").**
- 2. Provide access (via the land or river) to each camping platform for all users who have made proper reservations and purchased proper use permits for the platform.**
- 3. Allow access via land or water to each platform for construction and routine inspection and maintenance with prior approved notification from SRI staff members or volunteers.**
- 4. Allow SRI to install signage on trees next to the river at each specified site and upstream of each site in order to clearly indicate the location of the platform to users.**
- 5. Handle all reservations, scheduling, and permits associated with the use of the River Park North platform.**
- 6. Ensure that users adhere to all rules and guidelines associated with the use of the River Park North platform.**
- 7. Require all users of the River Park North platform to sign a liability waiver form to release GREENVILLE and SRI of liability associated with the use of the River Park North platform.**
- 8. Support long term use of the camping platforms.**

D. SRI SHALL:

1. **Secure additional funds to construct three 16' x 32' raised wooden camping platforms adjacent to the river with one platform being at the designated sites at the Phil Carroll Nature Preserve, River Park North, and the GUC property.**
2. **Construct each platform in a timely and unobtrusive manner at the specified locations and leave the sites clean following the construction.**
3. **Construct the platform in the specified location without removal of any large trees or otherwise marketable timber greater than 4 inches DBH.**
4. **Secure and pay for a liability insurance policy protecting SRI, GREENVILLE AND THE GREENVILLE UTILITIES COMMISSION from potential liability for accidents or other occurrences on the platforms or in the vicinity of the platforms. (GREENVILLE AND THE GREENVILLE UTILITIES COMMISSION will be named as an additional insureds on the policy)**
5. **Require all users of the Phil Carroll Nature Preserve and GUC Property platforms to sign a liability waiver form to release SRI, GREENVILLE and GUC of liability associated with the use of the platforms.**
6. **Handle all reservations and scheduling associated with the use of the Phil Carroll Nature Preserve platform and the GUC Property Platform and require each user to purchase a permit for said platforms.**
7. **Routinely inspect, maintain and clean the platforms and the immediate surrounding areas to ensure maximum safety.**
8. **Use appropriate signage to restrict users from accessing and trespassing on other areas of the properties or using any unimproved paths in any way other than for emergency access by rescuers or local EMS unless approved by GREENVILLE.**
9. **SRI will resolve, at the request of GREENVILLE, any situation in a timely manner which requires immediate attention or maintenance at the platforms.**
10. **Support long term use of the camping platform.**

E. ACCOUNTABILITY

SRI shall be responsible for all expenses related to the construction, maintenance, routine inspection, insurance, signage, marketing, reservations, scheduling, and any other issues that may arise with the use of the platforms. GREENVILLE has committed to provide to SRI \$10,000.00 for the purpose of assisting in the construction of these three platforms. SRI has a web-based reservation and scheduling system, and SRI staff will support this system and will be available to help users by providing any information they might need to make their experience at the camping platform as positive as possible. River Park North staff will handle all reservations and scheduling of the platform on the River Park North property.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications within the scope of this MOU shall be made by mutual agreement of the parties, by the issuance of a written modification, signed and dated by all the parties, prior to any changes being effective.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERMINATION. Any of the parties may terminate this MOU in whole, or in part, at any time before the date of the expiration by the provision of written notice to the other party provided at least thirty (30) days prior to the effective date of termination provided that the lease or leases for the locations to which the termination(s) is to apply is likewise terminated.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

City of Greenville
Attn: Lamarco Morrison – Parks Planner
2000 Cedar Lane
Greenville, NC 27858
Phone: 252-329-4242
Email: lmorrison@greenvillenc.gov

Sound Rivers, Inc.
Attn: Matthew Butler- Project Manager
Post Office Box 1854
108 Gladden St.
Washington, NC 27889
Phone: 252-946-7211
Email: matt@ptrf.org

This MOU will be effective commencing on the date fixed in a notice to proceed, and continue until ten (10) years and five (5) days from the fixed date.

IN TESTIMONY WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed in duplicate on this _____ day of _____, 2016.

CITY OF GREENVILLE:

SOUND RIVERS, INC.

BY: _____
Barbara Lipscomb

BY: _____
Harrison Marks

City Manager

Executive Director

(Date)

(Date)

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Bernita W. Demery, CPA, Director of Financial Services

RECREATIONAL LEASE

This Recreational Lease (hereinafter, "Lease") is entered into and effective this _____ day of _____, 2016, by and between City of Greenville, whose mailing address is PO Box 7207, Greenville NC 27835-7207, ("Lessor") and **Sound Rivers, Inc**, a North Carolina non-profit corporation whose mailing address is P.O. Box 1854, Washington, North Carolina 27889, ("Lessee"). For and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. **LEASE.** Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor a non-exclusive lease of a one-tenth acre tract encompassing and immediately surrounding the camping platform for camping and normal recreational purposes and uses, said camping platform being at a location designated by the Lessor on the **Phil Carol Nature Preserve** property. This one-tenth acre tract shall be configured around the platform and is henceforth referred to as "the Property" for purposes of this Lease. It is recognized that Lessor does not hereby grant but expressly reserves from this Lease all rights to use the Property for agricultural, residential, and any other purposes which do not interfere with Lessee's rights and permitted uses under this Lease.

2. **IMPROVEMENTS.** Pursuant to this Lease, Lessee may construct at its expense a campsite and river access consisting of a wooden camping platform, stairs, kayak access point, and interpretative signage and such other improvements as Lessee deems reasonably necessary to facilitate use as a single campsite and river access (hereinafter collectively referred to as "the Improvements"). Lessee also shall have the exclusive right to rent the Improvements to campers who will occupy them for camping and normal recreational purposes and uses subject to the terms and conditions set out herein.

3. **ACCESS.** Lessor also grants to Lessee and its agents, invitees, successors and assigns, and Lessee hereby accepts from Lessor a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, inspection, maintenance, repair and use of the Improvements; provided, however, that Lessee agrees to limit its access to established paths and roads across the Property, if any, and shall not create new pathways and roads except to the extent reasonably necessary to access the Property

4. **TERM.** The term of this lease shall be 10 years from the effective date unless terminated sooner as provided herein. Any extension of this term shall be by written agreement of the parties.

5. **OTHER IMPROVEMENTS.** The parties acknowledge and agree that Lessee's rights to construct improvements are limited to those Improvements described in Paragraph 2 hereof and those reasonably necessary for the use of the Improvements and that construction of other

improvements would require execution of an amendment to the Lease or a new agreement superseding this Lease, whichever the parties deem appropriate.

6. **CONSIDERATION.** In consideration of the rights and privileges granted by Lessee hereunder, Lessee will pay Lessor an annual rental ("Rent") equal to the sum of one dollar (\$1) each fiscal year, based upon a fiscal year running from July 1 through June 30. The Rent for each fiscal year shall be paid no later than the following October 1.

7. **TITLE TO IMPROVEMENTS.** The parties acknowledge and agree that the Improvements to be built on the Property, including those described in Paragraphs 2 and any additional improvements Lessee may add at a later date with Lessor's agreement, will be and shall remain the property of the Lessee until the expiration of the term of this Lease, including any extensions, at which time they shall become the sole property of the Lessor.

8. **TAXES.** During the term of this lease, the Lessor shall pay all taxes and assessments upon the Property when due, but Lessee shall pay as additional Rent any increase in real property taxes levied upon the Property which is attributable to Lessee's improvements to the Property. Lessor agrees to furnish evidence of such increase to Lessee.

9. **COMPLIANCE WITH LAWS.** Lessee agrees to obey and comply with all laws, regulations, licensing requirements, rules and ordinances pertaining to its construction of the Improvements and the use of the Property as described hereunder.

10. **USE OF PROPERTY.** Lessee shall inform its campers and other agents that their use of the Property is limited to use of the Improvements for camping and normal recreational purposes and that other uses not incident to camping and normal recreational purposes are forbidden. In addition, Lessee shall specifically inform its campers and other agents that hunting, discharging of firearms and any open fires on the Property are strictly forbidden. Lessee shall so inform its campers in the description of the camping platform on the website (www.tarpamlicowatertrail.org), in all future maps and brochures, in the waiver form associated with on-line reservations, in the newsletter announcing the opening of the camping platform, with signage on the camping platform and directly to all persons making reservations through agents of Lessee. Notwithstanding the foregoing provision, if Lessor becomes aware of any use of the Property by campers or other agents of Lessee that is not permitted by this Lease, Lessor shall inform Lessee and Lessee shall take steps to either end the offending use or remove such campers or agents from the Property.

11. **MAINTENANCE.** Lessee shall maintain the Improvements in good condition and state of repair. Lessee shall not create or allow the creation of a nuisance on the Property or commit or allow any waste, injury or destruction to the Property.

12. **NO WARRANTIES.** Lessee acknowledges that Lessor has made no warranties of any kind regarding the Property, including the warranties of fitness for a particular purpose or merchantability, and Lessee takes the property as is, with all faults, dangerous conditions and attributes, whether known to Lessor and/or Lessee or not. Notwithstanding the foregoing, if

Lessor becomes aware of a fault, dangerous condition or attribute on the Property, he will make reasonable efforts to inform Lessee.

13. **TERMINATION.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) by either party upon a breach or default of any material covenant or term hereof, which breach or default is not cured within 60 days of receipt of written notice of breach or default (without limiting any other rights available to the parties pursuant to any other provision hereof);

(b) upon 30 days written notice by Lessee to Lessor if Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and operation of the Improvements or an insurance policy as required hereunder; or

(c) upon 30 days written notice by Lessee to Lessor if the Improvements are destroyed or so damaged as to hinder their safe or effective use, or if for any other reason Lessee determines that use of the Property is no longer feasible.

(d) upon 30 days written notice by Lessor to Lessee if Lessor deems improvements a problem as long as the problem is explicitly defined and recognized by both the lessor and lessee as an obstacle to the future success of the improvement for its intended purpose.

14. **INDEMNIFICATION.** Lessee agrees to indemnify and hold Lessor harmless from all actions, claims, lawsuits, judgments, and cross or counter claims imposed upon or asserted against Lessor and arising from Lessee's use of the Property, rental of the Improvements to campers or any breach by Lessee of the terms of this Lease.

15. **INSURANCE.** Lessee shall at its expense maintain in full force and effect throughout the Term comprehensive general liability insurance covering its activities on the Property, including construction of the Improvements and the rental of same, with a combined single limit of no less than \$2 million dollars. Lessee shall add Lessor to the above-described policy as an additional insured and shall provide a certificate of insurance to Lessee each year at policy renewal.

16. **NO ASSIGNMENT.** Except for the right to rent the Improvements to campers as provided herein, the Lessee shall not have the right to assign this Lease to a third party without the prior written permission of Lessor.

17. **SUCCESSORS AND ASSIGNS.** This Lease shall run with the Property described and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns, subject to the provisions of Paragraph 16.

18. **MEMORANDUM OF LEASE.** Lessee may file of record in the property records of Pitt County a memorandum of lease which sets forth the names and addresses of Lessor and

Lessee, the legal description of the Property and the Lease and Easements granted hereunder and the duration of the initial term.

19. **SEVERABILITY.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

20. **NOTICES.** All notices and other communications required hereunder shall be in writing and shall be deemed given if either personally delivered or mailed by U.S. Mail, certified and return receipt requested (or such other addresses as the parties may specify in writing at any time during the term of the Lease):

If to Lessee:

Executive Director
Sound Rivers, Inc.
P.O. Box 1854
Washington, North Carolina 27889

If to Lessor:

City Manager
City of Greenville
PO Box 7207
Greenville, North Carolina 27835-7207

IN WITNESS WHEREOF, the parties have executed the foregoing Lease, in duplicate originals, on the day first above written.

CITY OF GREENVILLE

By: _____
Barbara Lipscomb, City Manager

Sound Rivers, Inc.

By: _____
Harrison Marks, Executive Director

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, 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 _____, 2016.

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 Harrison Marks, personally appeared before me this day and acknowledged that he is Executive Director of Sound Rivers, Inc., a corporation, and that he, as Executive Director, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and Notarial Seal, this the _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

RECREATIONAL LEASE

This Recreational Lease (hereinafter, "Lease") is entered into and effective this _____ day of _____, 2016, by and between City of Greenville, whose mailing address is PO Box 7207, Greenville NC 27835-7207, ("Lessor") and **Sound Rivers, Inc**, a North Carolina non-profit corporation whose mailing address is P.O. Box 1854, Washington, North Carolina 27889, ("Lessee"). For and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. **LEASE.** Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor a non-exclusive lease of a one-tenth acre tract encompassing and immediately surrounding the camping platform for camping and normal recreational purposes and uses, said camping platform being at a location designated by the Lessor on the **River Park North** property. This one-tenth acre tract shall be configured around the platform and is henceforth referred to as "the Property" for purposes of this Lease. It is recognized that Lessor does not hereby grant but expressly Preserves from this Lease all rights to use the Property for agricultural, residential, and any other purposes which do not interfere with Lessee's rights and permitted uses under this Lease.

2. **IMPROVEMENTS.** Pursuant to this Lease, Lessee may construct at its expense a campsite and river access consisting of a wooden camping platform, stairs, kayak access point, and interpretative signage and such other improvements as Lessee deems reasonably necessary to facilitate use as a single campsite and river access (hereinafter collectively referred to as "the Improvements"). Lessee also shall have the exclusive right to rent the Improvements to campers who will occupy them for camping and normal recreational purposes and uses subject to the terms and conditions set out herein.

3. **ACCESS.** Lessor also grants to Lessee and its agents, invitees, successors and assigns, and Lessee hereby accepts from Lessor a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, inspection, maintenance, repair and use of the Improvements; provided, however, that Lessee agrees to limit its access to established paths and roads across the Property, if any, and shall not create new pathways and roads except to the extent reasonably necessary to access the Property

4. **TERM.** The term of this lease shall be 10 years from the effective date unless terminated sooner as provided herein. Any extension of this term shall be by written agreement of the parties.

5. **OTHER IMPROVEMENTS.** The parties acknowledge and agree that Lessee's rights to construct improvements are limited to those Improvements described in Paragraph 2 hereof and those reasonably necessary for the use of the Improvements and that construction of other

improvements would require execution of an amendment to the Lease or a new agreement superseding this Lease, whichever the parties deem appropriate.

6. **CONSIDERATION.** In consideration of the rights and privileges granted by Lessee hereunder, Lessee will pay Lessor an annual rental ("Rent") equal to the sum of one dollar (\$1) each fiscal year, based upon a fiscal year running from July 1 through June 30. The Rent for each fiscal year shall be paid no later than the following October 1.

7. **TITLE TO IMPROVEMENTS.** The parties acknowledge and agree that the Improvements to be built on the Property, including those described in Paragraphs 2 and any additional improvements Lessee may add at a later date with Lessor's agreement, will be and shall remain the property of the Lessee until the expiration of the term of this Lease, including any extensions, at which time they shall become the sole property of the Lessor.

8. **TAXES.** During the term of this lease, the Lessor shall pay all taxes and assessments upon the Property when due, but Lessee shall pay as additional Rent any increase in real property taxes levied upon the Property which is attributable to Lessee's improvements to the Property. Lessor agrees to furnish evidence of such increase to Lessee.

9. **COMPLIANCE WITH LAWS.** Lessee agrees to obey and comply with all laws, regulations, licensing requirements, rules and ordinances pertaining to its construction of the Improvements and the use of the Property as described hereunder.

10. **USE OF PROPERTY.** Lessee shall inform its campers and other agents that their use of the Property is limited to use of the Improvements for camping and normal recreational purposes and that other uses not incident to camping and normal recreational purposes are forbidden. In addition, Lessee shall specifically inform its campers and other agents that hunting, discharging of firearms and any open fires on the Property are strictly forbidden. Lessee shall so inform its campers in the description of the camping platform on the website (www.tarpamlicowatertrail.org), in all future maps and brochures, in the waiver form associated with on-line reservations, in the newsletter announcing the opening of the camping platform, with signage on the camping platform and directly to all persons making reservations through agents of Lessee. Notwithstanding the foregoing provision, if Lessor becomes aware of any use of the Property by campers or other agents of Lessee that is not permitted by this Lease, Lessor shall inform Lessee and Lessee shall take steps to either end the offending use or remove such campers or agents from the Property.

11. **MAINTENANCE.** Lessee shall maintain the Improvements in good condition and state of repair. Lessee shall not create or allow the creation of a nuisance on the Property or commit or allow any waste, injury or destruction to the Property.

12. **NO WARRANTIES.** Lessee acknowledges that Lessor has made no warranties of any kind regarding the Property, including the warranties of fitness for a particular purpose or merchantability, and Lessee takes the property as is, with all faults, dangerous conditions and attributes, whether known to Lessor and/or Lessee or not. Notwithstanding the foregoing, if

Lessor becomes aware of a fault, dangerous condition or attribute on the Property, he will make reasonable efforts to inform Lessee.

13. **TERMINATION.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) by either party upon a breach or default of any material covenant or term hereof, which breach or default is not cured within 60 days of receipt of written notice of breach or default (without limiting any other rights available to the parties pursuant to any other provision hereof);

(b) upon 30 days written notice by Lessee to Lessor if Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and operation of the Improvements or an insurance policy as required hereunder; or

(c) upon 30 days written notice by Lessee to Lessor if the Improvements are destroyed or so damaged as to hinder their safe or effective use, or if for any other reason Lessee determines that use of the Property is no longer feasible.

(d) upon 30 days written notice by Lessor to Lessee if Lessor deems improvements a problem as long as the problem is explicitly defined and recognized by both the lessor and lessee as an obstacle to the future success of the improvement for its intended purpose.

14. **INDEMNIFICATION.** Lessee agrees to indemnify and hold Lessor harmless from all actions, claims, lawsuits, judgments, and cross or counter claims imposed upon or asserted against Lessor and arising from Lessee's use of the Property, rental of the Improvements to campers or any breach by Lessee of the terms of this Lease.

15. **INSURANCE.** Lessee shall at its expense maintain in full force and effect throughout the Term comprehensive general liability insurance covering its activities on the Property, including construction of the Improvements and the rental of same, with a combined single limit of no less than \$2 million dollars. Lessee shall add Lessor to the above-described policy as an additional insured and shall provide a certificate of insurance to Lessee each year at policy renewal.

16. **NO ASSIGNMENT.** Except for the right to rent the Improvements to campers as provided herein, the Lessee shall not have the right to assign this Lease to a third party without the prior written permission of Lessor.

17. **SUCCESSORS AND ASSIGNS.** This Lease shall run with the Property described and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns, subject to the provisions of Paragraph 16.

18. **MEMORANDUM OF LEASE.** Lessee may file of record in the property records of Pitt County a memorandum of lease which sets forth the names and addresses of Lessor and

Lessee, the legal description of the Property and the Lease and Easements granted hereunder and the duration of the initial term.

19. **SEVERABILITY.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

20. **NOTICES.** All notices and other communications required hereunder shall be in writing and shall be deemed given if either personally delivered or mailed by U.S. Mail, certified and return receipt requested (or such other addresses as the parties may specify in writing at any time during the term of the Lease):

If to Lessee:

Executive Director
Sound Rivers, Inc.
P.O. Box 1854
Washington, North Carolina 27889

If to Lessor:

City Manager
City of Greenville
PO Box 7207
Greenville, North Carolina 27835-7207

IN WITNESS WHEREOF, the parties have executed the foregoing Lease, in duplicate originals, on the day first above written.

CITY OF GREENVILLE

By: _____
Barbara Lipscomb, City Manager

Sound Rivers, Inc.

By: _____
Harrison Marks, Executive Director

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, 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 _____, 2016.

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 Harrison Marks, personally appeared before me this day and acknowledged that he is Executive Director of Sound Rivers, Inc., a corporation, and that he, as Executive Director, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and Notarial Seal, this the _____ day of _____, 2016.

Notary Public

My Commission Expires:_____

RECREATIONAL LEASE

This Recreational Lease (hereinafter, "Lease") is entered into and effective this _____ day of _____, 2016, by and between City of Greenville, whose mailing address is PO Box 7207, Greenville NC 27835-7207, ("Lessor"), **Sound Rivers, Inc.**, a North Carolina non-profit corporation whose mailing address is P.O. Box 1854, Washington, North Carolina 27889, ("Lessee") and Greenville Utilities Commission, whose mailing address is P.O. Box 1847, Greenville NC, 27835-1847 ("GUC").

For and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. **LEASE.** Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor a non-exclusive lease of a one-tenth acre tract encompassing and immediately surrounding the camping platform for camping and normal recreational purposes and uses, said camping platform being at a location designated by the Lessor on **City-Owned land adjacent to the GUC Waste Water Treatment Plant (Parcel Number 48152)**. This one-tenth acre tract shall be configured around the platform and is henceforth referred to as "the Property" for purposes of this Lease. It is recognized that Lessor does not hereby grant but expressly reserves from this Lease all rights to use the Property for agricultural, residential, and any other purposes which do not interfere with Lessee's rights and permitted uses under this Lease.

2. **IMPROVEMENTS.** Pursuant to this Lease, Lessee may construct at its expense a campsite and river access consisting of a wooden camping platform, stairs, kayak access point, and interpretative signage and such other improvements as Lessee deems reasonably necessary to facilitate use as a single campsite and river access (hereinafter collectively referred to as "the Improvements"). Lessee also shall have the exclusive right to rent the Improvements to campers who will occupy them for camping and normal recreational purposes and uses subject to the terms and conditions set out herein.

3. **ACCESS.** Lessor also grants to Lessee and its agents, invitees, successors and assigns, and Lessee hereby accepts from Lessor a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, inspection, maintenance, repair and use of the Improvements; provided, however, that Lessee agrees to limit its access to established paths and roads across the Property, if any, and shall not create new pathways and roads except to the extent reasonably necessary to access the Property

4. **TERM.** The term of this lease shall be 10 years from the effective date unless terminated sooner as provided herein. Any extension of this term shall be by written agreement of the parties.

5. **OTHER IMPROVEMENTS.** The parties acknowledge and agree that Lessee's rights to construct improvements are limited to those Improvements described in Paragraph 2 hereof and those reasonably necessary for the use of the Improvements and that construction of other improvements would require execution of an amendment to the Lease or a new agreement superseding this Lease, whichever the parties deem appropriate.

6. **CONSIDERATION.** In consideration of the rights and privileges granted by Lessee hereunder, Lessee will pay Lessor an annual rental ("Rent") equal to the sum of one dollar (\$1) each fiscal year, based upon a fiscal year running from July 1 through June 30. The Rent for each fiscal year shall be paid no later than the following October 1.

7. **TITLE TO IMPROVEMENTS.** The parties acknowledge and agree that the Improvements to be built on the Property, including those described in Paragraphs 2 and any additional improvements Lessee may add at a later date with Lessor's agreement, will be and shall remain the property of the Lessee until the expiration of the term of this Lease, including any extensions, at which time they shall become the sole property of the Lessor.

8. **TAXES.** During the term of this lease, the Lessor shall pay all taxes and assessments upon the Property when due, but Lessee shall pay as additional Rent any increase in real property taxes levied upon the Property which is attributable to Lessee's improvements to the Property. Lessor agrees to furnish evidence of such increase to Lessee.

9. **COMPLIANCE WITH LAWS.** Lessee agrees to obey and comply with all laws, regulations, licensing requirements, rules and ordinances pertaining to its construction of the Improvements and the use of the Property as described hereunder.

10. **USE OF PROPERTY.** Lessee shall inform its campers and other agents that their use of the Property is limited to use of the Improvements for camping and normal recreational purposes and that other uses not incident to camping and normal recreational purposes are forbidden. In addition, Lessee shall specifically inform its campers and other agents that hunting, discharging of firearms and any open fires on the Property are strictly forbidden. Lessee shall so inform its campers in the description of the camping platform on the website (www.tarpamlicowatertrail.org), in all future maps and brochures, in the waiver form associated with on-line reservations, in the newsletter announcing the opening of the camping platform, with signage on the camping platform and directly to all persons making reservations through agents of Lessee. Notwithstanding the foregoing provision, if Lessor becomes aware of any use of the Property by campers or other agents of Lessee that is not permitted by this Lease, Lessor shall inform Lessee and Lessee shall take steps to either end the offending use or remove such campers or agents from the Property.

11. **MAINTENANCE.** Lessee shall maintain the Improvements in good condition and state of repair. Lessee shall not create or allow the creation of a nuisance on the Property or commit or allow any waste, injury or destruction to the Property.

12. **NO WARRANTIES.** Lessee acknowledges that Lessor has made no warranties of any kind regarding the Property, including the warranties of fitness for a particular purpose or merchantability, and Lessee takes the property as is, with all faults, dangerous conditions and attributes, whether known to Lessor and/or Lessee or not. Notwithstanding the foregoing, if Lessor becomes aware of a fault, dangerous condition or attribute on the Property, he will make reasonable efforts to inform Lessee.

13. **TERMINATION.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) by either party upon a breach or default of any material covenant or term hereof, which breach or default is not cured within 60 days of receipt of written notice of breach or default (without limiting any other rights available to the parties pursuant to any other provision hereof);

(b) upon 30 days written notice by Lessee to Lessor if Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and operation of the Improvements or an insurance policy as required hereunder; or

(c) upon 30 days written notice by Lessee to Lessor if the Improvements are destroyed or so damaged as to hinder their safe or effective use, or if for any other reason Lessee determines that use of the Property is no longer feasible.

(d) upon 30 days written notice by Lessor to Lessee if Lessor deems improvements a problem as long as the problem is explicitly defined and recognized by both the lessor and lessee as an obstacle to the future success of the improvement for its intended purpose.

14. **INDEMNIFICATION.** Lessee agrees to indemnify and hold Lessor harmless from all actions, claims, lawsuits, judgments, and cross or counter claims imposed upon or asserted against Lessor and arising from Lessee's use of the Property, rental of the Improvements to campers or any breach by Lessee of the terms of this Lease.

15. **INSURANCE.** Lessee shall at its expense maintain in full force and effect throughout the Term comprehensive general liability insurance covering its activities on the Property, including construction of the Improvements and the rental of same, with a combined single limit of no less than \$2 million dollars. Lessee shall add Lessor to the above-described policy as an additional insured and shall provide a certificate of insurance to Lessee each year at policy renewal.

16. **NO ASSIGNMENT.** Except for the right to rent the Improvements to campers as provided herein, the Lessee shall not have the right to assign this Lease to a third party without the prior written permission of Lessor.

17. **SUCCESSORS AND ASSIGNS.** This Lease shall run with the Property described and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns, subject to the provisions of Paragraph 16.

18. **MEMORANDUM OF LEASE.** Lessee may file of record in the property records of Pitt County a memorandum of lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Property and the Lease and Easements granted hereunder and the duration of the initial term.

19. **SEVERABILITY.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

20. **NOTICES.** All notices and other communications required hereunder shall be in writing and shall be deemed given if either personally delivered or mailed by U.S. Mail, certified and return receipt requested (or such other addresses as the parties may specify in writing at any time during the term of the Lease):

If to Lessee:

Executive Director
Sound Rivers, Inc.
P.O. Box 1854
Washington, North Carolina 27889

If to Lessor:

City Manager
City of Greenville
PO Box 7207
Greenville, North Carolina 27835-7207

General Manager/CEO
Greenville Utilities Commission
P.O. Box 1847
Greenville, North Carolina 27835-1847

21. **GUC.** GUC joins in the execution of this Recreational Lease for the purpose of indicating its consent hereto. Lessee agrees that provisions on indemnification (Paragraph 14) and Insurance (Paragraph 15) shall apply equally to indemnify both the Lessor and GUC, and GUC shall be shown as an additional insured on Lessee's comprehensive general liability insurance policy.

IN WITNESS WHEREOF, the parties have executed the foregoing Lease, in duplicate originals, on the day first above written.

CITY OF GREENVILLE

By: _____
Barbara Lipscomb, City Manager

SOUND RIVERS, INC.

By: _____
Harrison Marks, Executive Director

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon, General Manager/CEO

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, 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 _____, 2016.

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 Harrison Marks, personally appeared before me this day and acknowledged that he is Executive Director of Sound Rivers, Inc., a corporation, and that he, as Executive Director, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and Notarial Seal, this the _____ day of _____, 2016.

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 Anthony Cannon, personally appeared before me this day and acknowledged that he is General Manager/CEO of the Greenville Utilities Commission, and that he, as General Manager, being authorized to do so, executed the foregoing instrument on behalf of the Commission.

Witness my hand and Notarial Seal, this the _____ day of _____, 2016.

Notary Public

My Commission Expires:_____



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Resolution accepting an amended State Revolving Loan Offer Relating to the Town Creek Culvert and BMP Retrofit Project

Explanation: **Abstract:** The City has been approved for an increase in loan assistance from the Clean Water State Revolving Fund in the amount of \$3,381,263. The original loan amount of \$9,959,308 was increased to \$13,340,571 based on an updated cost estimate. The loan amount will be utilized to fund the Town Creek Culvert and BMP Retrofit Project.

Explanation: The City has been approved for an increase in loan assistance from the Clean Water State Revolving Fund in the amount of \$3,381,263. The original loan amount of \$9,959,308 was increased to \$13,340,571 based on an updated cost estimate. The loan amount will be utilized to fund the Town Creek Culvert and BMP Retrofit Project.

On October 10, 2014, the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) made the formal offer for the loan in the amount of \$9,959,308. This amount was approved and accepted by Council on November 10, 2014. After completing 60% design plans, the cost estimate was revised to \$13,340,571. The City submitted Engineering Report Amendment #1 to NCDEQ in June 2015 and received approval on August 7, 2015. As a result, Council approved an amendment to the loan application requesting the additional \$3,381,263. The Local Government Commission (LGC) approved this request, and on December 4, 2015, NCDEQ-DWI made the formal offer for the revised loan amount of \$13,340,571 with a zero percent interest rate, a maximum loan term of 20 years, and an estimated closing fee of \$266,811 (2% of loan amount). The closing fee will be paid by the City's Stormwater Utility Fund.

The attached Offer and Acceptance Document making the loan offer has been signed by the NCDEQ. Acceptance of the loan by the City requires the adoption of the attached resolution which accepts the offer and also gives the assurances that all items referenced in Section 11 - Assurances of the Offer and Acceptance will be adhered to.

The Town Creek Culvert and BMP Retrofit Project will make improvements to the existing drainage infrastructure system to improve treatment of storm water and manage flooding from a 308.6 acre highly urbanized drainage basin with another 45.6 acres expected to be developed in the near future. The existing infrastructure is structurally poor, is prone to flooding, has multiple utility conflicts within the system, and provides very little treatment of storm water. The proposed project will include more than 3,400 linear feet of drainage infrastructure improvements as follows: (1) approximately 436 linear feet of one 84-inch reinforced concrete pipe culvert; (2) two approximately 1,573 linear feet 72-inch reinforced concrete pipe culverts; (3) two approximately 790 linear feet 84-inch reinforced concrete pipe culverts; (4) approximately 650 linear feet of channel restoration, floodplain benching, and pipe day lighting; (5) approximately 25,671 square feet of bio retention areas; (6) approximately 3,750 square feet of linear rain garden; (7) a riparian wetland of approximately 400 square feet each; (8) three regenerative stormwater conveyance systems with approximately 3,750 square feet of total area; and (9) approximately 2,960 square feet of permeable pavement parking lot.

Fiscal Note:

The City will be required to repay the loan amount at zero percent interest over a 20-year period. Payment will be made from the revenue of the City's Stormwater Utility Fund. The 2% closing fee is invoiced at the award of the construction contract and will also be paid by the Stormwater Utility Fund. Payment of the closing fee (cost of bond issuance) is required prior to the first disbursement of funds.

REVENUE

Transfers/SW Utility	\$ 1,000,000
Bonds/Loans	\$13,340,571
Transfers In/GUC	<u>\$ 2,367,100</u>
TOTAL	\$16,707,671

EXPENDITURES


Engineering & Arch/Design Cost	
Study & Pre-Design	\$ 626,500
Final Design	\$1,415,181
Sub-Total	\$2,041,681
Capital Improvement/Construction	
Loan Origination Fee	\$ 266,811
Construction Management	\$ 700,000
Construction	\$10,367,000
GUC Utilities	\$ 2,020,000
Property Acq/Legal Fees	\$ 73,489
Sub-Total	\$13,427,300
Cap Improvement Contingency	
Contingency	<u>\$ 1,238,690</u>
Total	\$16,707,671

Recommendation: By the adoption of the attached resolution, City Council will accept the State Revolving Loan offer of \$13,340,571 and give assurances to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer will be adhered to.

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

Attachments / click to download

 [TCC Loan Backup](#)

 [Town_Creek_Culvert_Loan_Resolution_1018106](#)

RESOLUTION NO. _____-16
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
ACCEPTING AN AMENDED STATE REVOLVING LOAN OFFER AND MAKING
APPLICABLE ASSURANCES CONTAINED IN THE OFFER RELATING TO THE CITY OF
GREENVILLE TOWN CREEK CULVERT AND BMP RETROFIT PROJECT

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a State Revolving Loan in the amount of \$13,340,571 for the construction of the City of Greenville Town Creek Culvert and BMP Retrofit Project; and

WHEREAS, the City of Greenville intends to construct said project in accordance with the approved plans and specifications;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville as follows:

- 1) That the City of Greenville does hereby accept the State Revolving Loan offer of \$13,340,571.
- 2) That the City of Greenville does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer, Section II – Assurances will be adhered to.
- 3) That Barbara Lipscomb, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
- 4) That the City of Greenville has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

This the 11th day of January, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Award Offer and Acceptance

Legal Name and Address of Award Recipient

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

Account

- Drinking Water State Revolving Fund (SRF)
- Clean Water State Revolving Fund (SRF)
- State General Loan (SRL)
- State Emergency Loan (SEL)
- High Unit Cost Grant (HUC)
- Technical Assistance Grant (TAG)

State Project Number: E-SRF-T-14-0393
Federal Project Number: CS370487-10
CFDA Number: 66.458

Amendment	Date	Additional Amount
Original	10-9-2014	\$9,959,308
1		\$3,381,263
2		

Project Description:

Town Creek Culvert & BMP Retrofit

Total Financial Assistance Offer: **\$13,340,571**
Principal Forgiveness: **\$0**
Total Project Cost: **\$13,340,571**
Interest Rate: **0% Per Annum**
Maximum Loan Term: **20 Years**
Estimated 2% or 1.5% Closing Fee: **\$266,811**

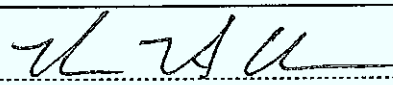
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

 Signature	12/3/15 Date
--	-----------------

On Behalf of: _____

Name of Representative in Resolution: _____

Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and make the Assurances and accept the Standard Conditions.

_____ Signature	_____ Date	Item # 12
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STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following "super cross cutters" apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year's appropriation. This document can be found at www.epa.gov/ogd/tc.htm. Please note that nothing is submitted to the State's SRF program offices regarding compliance with these items.
 - (a) Title VI of the Civil Rights Act of 1964
 - (b) Section 504 of the Rehabilitation Act of 1973
 - (c) The Age Discrimination Act of 1975
 - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
6. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: Update on Town Creek Culvert Failure at 3rd Street

Explanation: **Abstract:** A Town Creek Culvert failure at 3rd Street occurred on December 31, 2015. At that time, precautionary measures were taken, and 3rd Street was closed. A detour was established and will remain in place until further notice. Public Works is working to stabilize the site while evaluating options for a permanent repair.

Explanation: As part of the Town Creek Culvert drainage project, a Condition Assessment Report was prepared in 2014. Excerpts from that report are attached for your information.

Based on field inspections, it appears the roof of the box culvert in Section 1 failed causing a substantial amount of soil to be displaced. This displacement of soil resulted in the double catch basins in the curb line being pulled away from the masonry arch culvert under 3rd Street (Section 2). The road is currently undercut making the asphalt unstable.

Construction plans and documents were provided to the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) on December 18, 2015, for review and approval. DWI approval is required before the City can advertise the project. The original schedule identified April 1, 2016, as the anticipated approval date. The City has since discussed the current situation with DWI, and they have committed to expediting the review process. This may allow the City to advertise one month earlier than expected, which would result in a construction start date of approximately October 2016.

The City is exploring the option of separating the 3rd Street improvements from the overall drainage project and has discussed this option with DWI. DWI has agreed this section of the project will still be eligible for reimbursement by the loan; however, new plans and specifications will need to be submitted for review and approval. This would result in an increased cost to the project of approximately \$500,000.

Fiscal Note: The fiscal impacts of the failure and potential improvements, should they be separated from the overall Town Creek Culvert replacement project, are currently being analyzed.

Recommendation: Receive information presented.

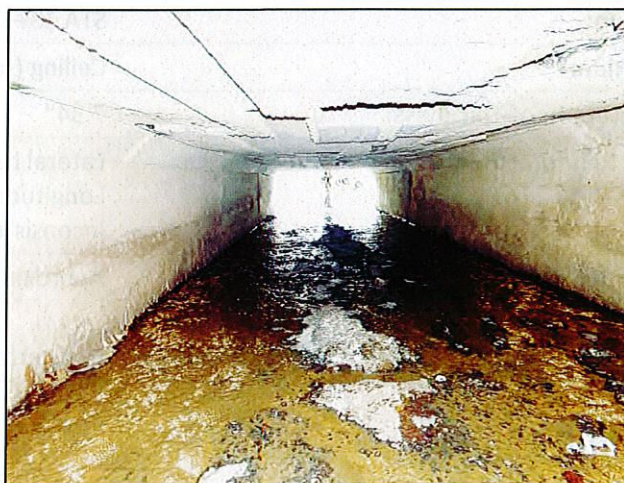
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Town Creek Culvert Report](#)

SECTION ONE

Culvert Section: 1
Beginning Station: STA 12+65
Ending Station: STA 13+17
Length: 52 feet
Width: 120"
Height: 48"
Shape Description: Box Culvert
Material Description: Reinforced Concrete



Culvert Section 1 looking downstream

Section Description:

This reinforced concrete rectangular box section of the culvert is located at the downstream outfall (spillway) end of the culvert. It is located below Third Street and it supports approximately 10 - 12 feet of fill. The floor is a rough concrete with exposed river stone aggregate and an uneven (non-trowelled) finish. The walls were formed vertically with 8" +/- fillets at the transition from wall to roof. The roof slab has visible "sag" due to poor formwork quality during its construction. The roof slab varies in thickness from 7 - 10 inches based on these noted formwork irregularities and location. The section outfalls downstream to an area of rip rap protection where the storm water enters an open drainage basin as it runs north toward the Tar River.

Section Material Testing:

Terracon Consultants, Inc. performed material testing at three (3) locations within Section 1. Tests were performed at one (1) wall location and one (1) ceiling/roof location. Results are summarized as follows:

Station:	STA 13+15
Location:	Wall (2 locations)
Concrete Wall Thickness:	Location 1 = 7.36" Location 2 = 7.98"
Wall Reinforcement:	Location 1: Vertical bars detected @ 12" on center Horizontal bars detected @ 8" on center Location 2: No bars detected
Rebound Hammer (compressive strength) Testing:	Approximate Strength = 4,203 psi
Windsor Probe (compressive strength) Testing:	Approximate Strength = 5,625 psi

Section Material Testing (cont.):

Station:	STA 13+15
Location:	Ceiling (roof)
Concrete Roof Thickness:	7.34"
Wall Reinforcement:	Lateral bars detected @ 8" on center Longitudinal bars could not be distinguished due to inconsistent surface conditions
Rebound Hammer (compressive strength) Testing:	Approximate Strength = 5,845 psi
Windsor Probe (compressive strength) Testing:	Not performed

Condition Ratings:

Floor:	Fair
Walls:	Fair - Good
Roof / Arch:	Poor
Overall:	Poor

Condition Assessment Commentary:

Section 1 is considered to be in overall **POOR** condition due to the observed deficiencies in the roof, water seepage through the roof slab and at the transition joint between Section 1 and Section 2, and the surface condition of the floor. The wall construction was observed to be in Fair - Good condition with some forming irregularities and minor concrete deficiencies at cold joint transitions. The floor construction was observed to be in fair condition with no significant signs of foundation settlement or distress but the surface condition may impact flow characteristics of the culvert. The tested concrete strength values for both the walls and roof are considered satisfactory but the roof slab material thickness and observed deficiencies are the primary factors in the roof condition rating. Refer to the typical section deficiencies summarized below.

Typical Deficiencies:

Type: Description:

Photo:

Water seepage at the transition joint from the adjacent brick (Section 2) to the Section 1 box.






Concrete spalls with exposed steel reinforcement and water seepage



Surface voids and exposed aggregate due to poor concrete consolidation



Typical Deficiencies (cont.):

Type:	Description:	Photo:
	<p>Exposed steel reinforcement due to poor concrete cover</p>	
	<p>Calcium hydroxide stalactites due to water seepage through the roof slab</p>	
	<p>Roof forming irregularities creating inconsistent slab depths and low cover</p>	

Structural Repair Recommendations:

The following are structural repair recommendations:

- Implement localized concrete restoration
 - Patch concrete spalls and significant surface voids
 - Treat and repair exposed steel reinforcement
 - Seal significant cracks and joints
 - Seal locations of water seepage



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SECTION TWO

Culvert Section:	2
Beginning Station:	STA 13+17
Ending Station:	STA 13+62
Length:	45 feet
Width:	94"
Height:	67"
Shape Description:	Arched Culvert
Material Description:	Brick Masonry



Culvert Section 2 looking downstream

Section Description:

This brick masonry arched section of the culvert is located approximately 55 feet from the downstream outfall (spillway) of the culvert and is located below Third Street. The culvert section supports approximately 7-8 feet of fill directly below the roadway section. The floor is a rough concrete with exposed river stone and brick and an uneven (non-trowelled) finish. The arch is constructed from floor to floor with multiple courses of brick in a running bond pattern. This section of culvert appears to be an original section based on its observed age, materials, and location below the street.

Section Material Testing:

Terracon Consultants, Inc. performed no material testing within Section 2.



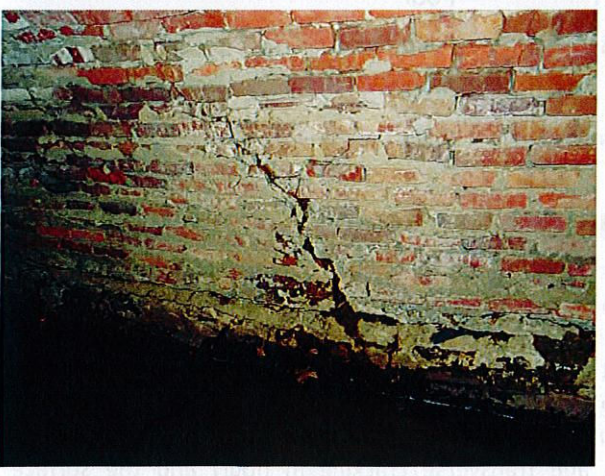
Condition Ratings:

Floor:	Poor
Walls:	Fair - Good
Roof / Arch:	Poor
Overall:	Poor

Condition Assessment Commentary:

Section 2 is considered to be in overall **POOR** condition due to the observed localized deficiencies in the brick masonry arch, water seepage through mortar joints and cracks in the brick arch, water seepage at the transition joint between Section 1 and Section 2, and the surface condition of the floor. The arch construction was observed to be in generally Fair condition with localized areas in Poor condition due to masonry deficiencies and water seepage as noted below. The floor construction was observed to be in generally Poor condition due to signs of potential foundation settlement or distress (diagonal cracking in walls and transverse cracking in floor) and the surface condition of the floor may also impact flow characteristics of the culvert. Refer to the typical section deficiencies summarized below.

Typical Deficiencies:

Type:	Description:	Photo:
	<p>Water seepage at the roof and transitions from Section 2 to Section 1</p>	
	<p>Mortar joint failure</p>	
	<p>Stair-stepped (diagonal) cracks in the arch wall with water seepage and lateral crack in the floor slab</p>	

Typical Deficiencies (cont.):

Type: **Description:**

Photo:

Circumferential cracks in the arch with water seepage



Water seepage through arch mortar joints



Rough floor finish condition with exposed aggregate and brick



Structural Repair Recommendations:

The following are structural repair recommendations:

- Implement full culvert section structural steel plate liner installation
 - Create long term arch structural stability
 - Eliminate water flow from culvert to foundational soils below
 - Improve culvert section flow characteristics
 - Use new lining to improve flow pattern from outlet of Section 2 into 1



City of Greenville, North Carolina

Meeting Date: 1/11/2016
Time: 6:00 PM

Title of Item: 2016-2017 and 2017-2018 Budget Schedule Optional Amendment

Explanation: **Abstract:** This budget schedule amendment is to add optional meetings to the schedule. The optional dates have been selected so City Council can have additional discussion about the proposed budgets for fiscal years 2017 and 2018.

Explanation: Attached is the proposed amended budget and capital improvement program schedule for the FY 2016-2017 budget and FY 2017-2018 financial plan. The amended schedule includes additional dates for City Council to have further discussions relating to proposed budgets. These additional meeting dates are optional and left to the discretion of City Council.

Additional dates proposed are:

- February 22, 2016
- March 21, 2016
- April 18, 2016

Fiscal Note: No cost associated with adoption of the amended budget and capital improvement program schedule.

Recommendation: Approve the attached budget and capital improvement program amended schedule.

Attachments / click to download

 [Proposed Amendment to 2016 2017 Budget Schedule 1017788](#)

City of Greenville, North Carolina
Budget and Capital Improvement Program (CIP) Schedule
Fiscal Year(s) 2016-2017 and 2017-2018
Proposed Amended Schedule

Thursday	November 12, 2015	Budget and CIP schedule presented to City Council
Friday and Saturday	January 29-30, 2016	City Council Strategic Planning Retreat
Monday	February 22, 2016	Further discussion of proposed Budgets by City Council (Optional)
Monday	March 14, 2016	Proposed CIP presented to City Council
Monday	March 21, 2016	Further discussion of proposed Budgets by City Council (Optional)
Monday	April 11, 2016	City Council preview of proposed City Budget
Monday	April 18, 2016	Further discussion of proposed Budgets by City Council (Optional)
Monday	May 9, 2016	Proposed City Budget presented to City Council
Thursday	May 12, 2016	Proposed GUC, SML, and CVA Budgets presented to City Council
Monday	May 23, 2016	Further discussion of proposed Budgets by City Council (Optional)
Monday	June 6, 2016	Public Hearing - Fiscal Year 2016-2017 Budget and 2017-2018 Plan
Monday	June 13, 2016	Consideration of adoption of the Fiscal Year 2016-2017 Budget and 2017-2018 Plan