



Agenda

Greenville City Council

September 8, 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 - Mayor Thomas

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. Appointments

1. Appointments to Boards and Commissions

VII. Consent Agenda

2. Minutes from the April 14, 2016 City Council meeting
3. Reclassification requests and a resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan)

4. Designation of the Live United Courtyard as a City Park
5. Resolution and deed of release to abandon a portion of a thirty foot (30') wide sanitary sewer easement across tax parcel #82587 for Lidl US Operations, LLC
6. Resolution Approving Deed of Release of Restrictions for the Former Pugh's Property on West Fifth Street
7. Acceptance of a grant from the State of North Carolina Department of Commerce Rural Economic Development Division
8. Ordinance to amend the City Code to add an article relating to traffic control photographic systems (red light cameras)
9. Purchase order request for one ladder truck and two EMS vehicles for the Fire/Rescue Department
10. Memorandum of Agreement with the North Carolina Department of Public Safety Emergency Management Division to participate in an Urban Search and Rescue grant through the United States Department of Homeland Security
11. Contract award for professional services for Construction Engineering and Inspection and Construction Materials Testing for City-funded projects
12. Contract award for professional services for Construction Engineering and Inspection and Construction Materials Testing for State and/or federally funded projects
13. Resolution declaring 12 vehicles as surplus and authorizing disposition by public auction
14. Report on Bids and Contracts Awarded
15. Various tax refunds greater than \$100

VIII. New Business

Public Hearings

16. Ordinance to annex Arlington Acres involving 9.4928 acres located at the southwest corner of the intersection of Arlington Boulevard and the Norfolk Southern Railroad
17. Ordinance requested by Happy Trail Farms, LLC to rezone 7.690 acres located at the northwestern corner of the intersection of Arlington Boulevard and Dickinson Avenue from MO (Medical-Office) to MCG (Medical-General Commercial)
18. Ordinance to amend the Zoning Ordinance to allow nonconforming land uses in the CD

(Downtown Commercial) Zoning District to be expanded through the construction of open air roof decks, subject to specific criteria

19. Adoption of Horizons 2026: Greenville's Community Plan
20. Contract for services with Uptown Greenville
21. Contract for services with the Pitt County Arts Council at Emerge
22. Contract with Development Finance Initiative (DFI) of the UNC School of Government
23. Resolution calling for a public hearing on an Installment Financing Agreement to finance the purchase and renovation of a Public Safety Annex and making certain findings, and a resolution approving the proposed Installment Financing Agreement

Other Items of Business

24. Presentations by Boards and Commissions
 - a. Firefighter's Relief Fund Committee
 - b. Public Transportation and Parking Commission
25. Approval of the Redevelopment Commission's sale of the Uptown Theatre property to CommunitySmith, LLC
26. Memorandum of Understanding regarding sanitary sewer extensions outside of the Extraterritorial Jurisdiction of the City of Greenville
27. 2017 Schedule of City Council Meetings
28. Fiscal Year 2017-2018 Budget Schedule
29. Discussion of the 2016 Citizens Survey
30. Discussion of a Bike Sharing Program
31. Discussion of appointment to Pitt County Animal Control Advisory Board
32. Update on Animal Control Consolidation Process and Study

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: **Abstract:** The City Council fills vacancies and makes reappointments to the City's boards and commissions. Appointments are scheduled to be made to seven of the boards and commissions.


Explanation: City Council appointments need to be made to the Board of Adjustment, Community Appearance Commission, Greenville Utilities Commission, Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, and the Youth Council.

The City's Board and Commission Policy on the Pitt-Greenville Convention & Visitors Authority states that the City Council shall make the nomination to the County on five of the members, and appointment of County members shall be made by the Pitt County Commissioners based on the nominations of City Council. The County seat for Beatrice Henderson is up for nomination.

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Board of Adjustment, Community Appearance Commission, Greenville Utilities Commission, Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, and the Youth Council.

Attachments / click to download

 [Muni_Report_2015_Appointments_to_Boards_and_Commissions_998631](#)

Appointments to Boards and Commissions

September 2016

Board of Adjustment

Council Liaison: Council Member PJ Connelly

Name	District #	Current Term	Reappointment Status	Expiration Date
Scott Shook <i>(Council Member Rose Glover)</i>	5	Second term	Ineligible	July 2016

Community Appearance Commission

Council Liaison: Council Member McLean Godley

Name	District #	Current Term	Reappointment Status	Expiration Date
Andrew Bowers	3	First term	Resigned	July 2018

Greenville Utilities Commission

Council Liaison: Mayor Pro-Tem Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
John Minges <i>(Council Member Rose Glover)</i>	4	Second term	Ineligible	June 2016

Historic Preservation Commission

Council Liaison: Mayor Pro-Tem Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
David Hursh	3	Filling unexpired term	Resigned	January 2018

Human Relations Council

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
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Isaac Blount	1	First term	Eligible	Sept. 2016
Isaac Chemmanam	1	Filling unexpired term	Eligible	Sept. 2016
Inez Dudley	2	First term	Resigned	Sept. 2017
Loyd Horton	1	Second term	Ineligible	Sept. 2016
Byung Lee	1	Second term	Ineligible	Sept. 2016
Bonnie Synder	1	First term	Eligible	Sept. 2016
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

Pitt-Greenville Convention & Visitors Authority

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Beatrice Henderson <i>(Resident not involved in tourist or convention related business)</i>	County	First term	Eligible	July 2016
Ron Feeny <i>(Owner/operator of hotel/motel)</i>	City	First term	Resigned	July 2017
George Fenich <i>(Resident not involved in tourist or convention related business)</i>	City	Filling unexpired term	Eligible	July 2016

Youth Council

Council Liaison: Council Member Calvin Mercer

Name	Current Term	Reappointment Status	Expiration Date
Asha Armistead	The Oakwood School	Eligible	Sept. 2016
Roman Bilan	JH Rose High School	Eligible	Sept. 2016
Makayla Harris	South Central High School	Eligible	Sept. 2016
Lily Huo	JH Rose High School	Eligible	Sept. 2016
Elijah Shuford	DH Conley High School	Eligible	Sept. 2016
Tatiana Staton	North Pitt High School	Eligible	Sept. 2016

Robert Wood

North Pitt High School

Eligible

Sept. 2016

12 Available Spots

Applicants for

Board of Adjustment

Robert Kevin Howard
2745 North Chatham Court
Winterville, NC 28590

Application Date: 5/29/2014

District #: 2

Home Phone: (252) 258-7900
Business Phone: (252) 227-4313
Email: gvegasmagazine@hotmail.com

Jeremy Spengeman
104 Christina Dr.
Greenville, NC 27858

Application Date:

District #: 4

Home Phone: (252) 341-0038
Business Phone: (252) 353-2824
Email: jeremy@itsbasils.com

Uriah Ward
106 Osceola Drive
Greenville, NC 27858

Application Date: 5/7/2013

District #: 3

Home Phone: (252) 565-2038
Business Phone:
Email: uriahward@yahoo.com

Applicants for

Community Appearance Commission

Elizabeth Ann Blanck
113 G Brownlea Drive
Greenville, NC 27858

Application Date: 1/18/2016

District #: 3

Home Phone: (305) 972-2378
Business Phone:
Email: Liz.seda@gmail.com

Andrew Thorpe Denton
1413-A Oak Ridge St.
Greenville, NC 27834

Application Date:

District #: 3

Home Phone: (252) 292-3437
Business Phone: (252) 355-7006
Email: andrew@overtongroup.net

Dee Dinsdale
532 Crestline Blvd
Greenville, NC

Application Date: 6/29/2016

District #:

Home Phone: (252) 864-9803
Business Phone:
Email: deeicum@yahoo.com

Lomax Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

Application Date: 5/28/2016

District #: 4

Home Phone: (252) 215-9245
Business Phone: (757) 604-9726
Email: tancream@hotmail.com

Christopher Powell
108 B Chandler Drive
Greenville, NC 27834

Application Date: 6/24/2016

District #: 1

Home Phone: (252) 714-0286
Business Phone:
Email: christopherpowell@yahoo.com

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

Application Date:

District #: 3

Home Phone: (980) 229-5803
Business Phone:
Email: EmmettSarkorh@yahoo.com

Applicants for

Greenville Utilities Commission

Minnie J. Anderson
200 Rollins Drive
Greenville, NC 27834

District #:

Application Date: 8/24/2016

Home Phone: (252) 347-3234
Business Phone:
Email: mini789@aol.com

Robert Scott Barker
2212 Lexington Farms
Greenville, NC 27834

District #:

Application Date: 4/18/2016

Home Phone: (252) 689-3596
Business Phone: (252) 757-3787
Email: scott.barker@suddenlink.net

Terry Boardman
213 King George Rd.
Greenville, NC 27858

District #:

Application Date: 5/11/2016

Home Phone: (252) 341-7403
Business Phone:
Email: theboardman@nabdesigns.com

Gwendolyn Greene
3104 Taberna Drive
Greenville, NC 27834

District #:

Application Date: 6/02/2016

Home Phone: (252) 751-0978
Business Phone:
Email: greenegr@gmail.com

Jim Hooker
3605 Bayley Lane
Greenville, NC 27858

District #:

Application Date: 4/7/2016

Home Phone: (703) 994-5001
Business Phone:
Email: jameshooker@cox.net

David M. White
410 Crestline Blvd.
Greenville, NC 27834

District #: 5

Application Date: 5/12/2014

Home Phone: (252) 413-8120
Business Phone: (252) 328-9604
Email: whited@ecu.edu

Applicants for Historic Preservation Commission

Jamitress Bowden
111 Brownlea Drive Apt. O
Greenville, NC 27858

Application Date: 8/8/2014

District #: 3

Home Phone:

Business Phone:

Email: jamitressbowden@gmail.com

Justin Edwards
905 E. 5th Street
Greenville, NC 27858

Application Date: 2/12/2016

District #: 3

Home Phone: (252) 717-3232

Business Phone:

Email: edwardsj@ecu.edu

Applicants for Human Relations Council

Dee Dinsdale
532 Crestline Blvd
Greenville, NC

Application Date: 6/29/2016

District #:

Crystal M Kuegel
1200 B Glen Arthur Avenue
Greenville, NC 28540

Application Date: 2/23/2015

District #: 4

Antonio M. Milton
229 B. South Pointe Drive
Greenville, NC 27858

Application Date:

District #: 5

Lomax Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

Application Date: 5/28/2016

District #: 4

Deborah J. Monroe
1308 Old Village Road
Greenville, NC 27834

Application Date: 1/15/2015

District #: 1

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

Application Date: 8/28/2014

District #: 5

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

Application Date:

District #: 3

Travis Williams
3408 Evans Street Apt. E
Greenville, NC 27834

Application Date:

Home Phone: (252) 864-9803

Business Phone:

Email: deeicum@yahoo.com

Home Phone: (252) 885-9245

Business Phone: (252) 885-9245

Email: crystal.kuegel@gmail.com

Home Phone: (252) 508-1081

Business Phone:

Email: arm192021@hotmail.com

Home Phone: (252) 215-9245

Business Phone: (757) 604-9726

Email: tancream@hotmail.com

Home Phone: (252) 714-0969

Business Phone:

Email: debj.monroe@gmail.com

Home Phone: (252) 355-7377

Business Phone: (252) 355-0000

Email: bmoore2004@netzero.com

Home Phone: (980) 229-5803

Business Phone:

Email: EmmettSarkorh@yahoo.com

Home Phone: (252) 412-4584

Business Phone:

District #: 5

Email:

Applicants for Pitt-Greenville Convention & Visitors Authority (City)

Robert Scott Barker
2212 Lexington Farms
Greenville, NC 27834

District #:

Robert Kevin Howard
2745 North Chatham Court
Winterville, NC 28590

District #: 2

Lettie Micheletto
929 Bremerton Drive
Greenville, NC 27858

District #: 5

Antonio M. Milton
229 B. South Pointe Drive
Greenville, NC 27858

District #: 5

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

District #: 3

Terri Williams
PO Box 3109
Greenville, NC 27836

District #: 4

Application Date: 4/18/2016

Home Phone: (252) 689-3596
Business Phone: (252) 757-3787
Email: scott.barker@suddenlink.net

Application Date: 5/29/2014

Home Phone: (252) 258-7900
Business Phone: (252) 227-4313
Email: gvegasmagazine@hotmail.com

Application Date: 7/13/2016

Home Phone: (252) 355-8991
Business Phone: (252) 321-3640
Email: mitchell@pitt.k12.nc.us

Application Date:

Home Phone: (252) 508-1081
Business Phone:
Email: arm192021@hotmail.com

Application Date:

Home Phone: (980) 229-5803
Business Phone:
Email: EmmettSarkorh@yahoo.com

Application Date: 11/20/2013

Home Phone: (252) 756-9346
Business Phone: (252) 375-8620
Email: twilliams110@suddenlink.net

Applicants for Pitt-Greenville Convention & Visitors Authority (County)

Applicant Interest Listing

Convention & Visitors Authority

Debbie Avery
3010 Sapphire Lane
Winterville NC 28590

Day Phone: (252) 531-4590
Evening Phone: (252) 756-9832
Fax:
E-mail: davery60@hotmail.com

Gender: F
Race: White
District: 4
Priority:

Applied for this board on: 1/16/2009

Application received/updated: 01/20/2011

Applicant's Attributes: County Planning Jurisdiction
District 4
VolAg Southwest

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	East Carolina	BS - Education	
Education	Ayden Grifton High		
Experience	First State Bank		1978-1984
Experience	ECU School of Medicine	Standardized Patient	2007-present
Experience	Pitt County Schools	Middle School Science Teacher	30 years
Experience	Winterville Chamber of Commer	Executive Director	
Volunteer/Prof. Associations	Winterville Kiwanis Club		
Volunteer/Prof. Associations	Winterville Watermelon Festival		

<u>Boards Assigned To</u>	
Development Commission	12/31/2013 to 12/31/2016

Chenele Coleman-Sellers
3469 Old River Road
Greenville NC 27834

Day Phone: (252) 258-0644
Evening Phone:
Fax: (919) 237-1957
E-mail: chenele1128@gmail.com

Gender: F
Race: African
District: 2
Priority:

Applicant Interest Listing

Experience	NC National Guard
Volunteer/Prof. Associations	Fountain Wellness Ctr Board
Volunteer/Prof. Associations	Rural Fire Board
Volunteer/Prof. Associations	Meals on Wheels
Volunteer/Prof. Associations	Past Fireman

<u>Boards Assigned To</u>	
Fire District Commission	2/15/2016 to 12/31/2015
Fountain FD	

Brad Guth
113 Loran Circle
Greenville NC 27858

Day Phone: (704) 240-1095
Evening Phone: (252) 689-4323
Fax:
E-mail: bradjguth@bellsouth.net

Gender: M
Race: White
District: 6
Priority:

Applied for this board on: 4/22/2016

Application received/updated: 04/22/2016

Applicant's Attributes: Greenville ETJ
VolAg Southeast
South of the River

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>		
	<u>Organization</u>	<u>Description</u>
Education	University of Tenn Knoxville TN	MS
Education	Furman U. Greenville SC	BA
Education	Travelers Rest High School, SC	
Experience	Gaffney Main Street Program, G	Executive Director
Experience	Pride of Kinston, Kinston NC	Executive Director
Experience	City of Lincolnton, NC	Business & Community Development
Experience	Craven County Schools	Teacher
Volunteer/Prof. Associations	Lincoln County Apple Festival	

Applicant Interest Listing

Volunteer/Prof. Associations	Habitat For Humanity
Volunteer/Prof. Associations	Rotary
Volunteer/Prof. Associations	Gaston-Lincoln Comm Action/H
Volunteer/Prof. Associations	Lincolnton-Lincoln Co. Chamber
Volunteer/Prof. Associations	Lincolnton-Lincoln Co. Historic
Volunteer/Prof. Associations	United Way of Lincoln County

Ralph Hall Jr
111 Hardee Street
Greenville NC 27858

Day Phone:
Evening Phone: (252) 756-0262
Fax:
E-mail: bajhall@aol.com

Gender: M
Race: White
District: 6
Priority: 0

Applied for this board on: 2/26/2003

Application received/updated: 02/26/2003

Applicant's Attributes: District 6
Greenville ETJ
VolAg Southeast

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	University of South Carolina	Civil Engineering	1955-1957
Education	Edenton High		
Experience	Phillippines Construction	Project Manager	1962-1966
Experience	Foreign Service Staff Officer	Civil Engineer	1966-1969
Experience	Odell Associates	Hospital Construction Engineer	1969-1973
Experience	PCMH	Vice-President of Facilities	1973-2001
Volunteer/Prof. Associations	N.C. Bio-Medical Association		
Volunteer/Prof. Associations	N.C. Association of Health Care		
Volunteer/Prof. Associations	American Society of Health Care		

Applicant Interest Listing

Volunteer/Prof. Associations	American Cancer Society
Volunteer/Prof. Associations	State Board of Directors

<u>Boards Assigned To</u>	
Industrial Revenue & Pollution Control Authority	3/15/2004 to 3/15/2007

Michelle Joyner

264 Cooper Street
Winterville NC 28590

Day Phone:
Evening Phone: (252) 756-5546
Fax:
E-mail: michellejoyner28590@gma

Gender: F
Race: Other
District: 6
Priority:

Applied for this board on: 3/27/2015

Application received/updated: 03/27/2015

Applicant's Attributes: Winterville City Limits
South of the River
VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	Everest University	Criminal Justice	
Education	Farmville Central HS		
Experience	NC Education System		
Experience	Philanthropist & Civil Activist		
Experience	Asso Minister in PC & Eastern N		
Volunteer/Prof. Associations	Parks & Recreations		
Volunteer/Prof. Associations	The Civitan Club		
Volunteer/Prof. Associations	Chamber of Commerce		
Volunteer/Prof. Associations	Ruritian Club		
Volunteer/Prof. Associations	WHR Library Sci Program		
Volunteer/Prof. Associations	WH Robinson Ele School BED P		

Applicant Interest Listing

	Organization	Description	Date(s)
Education	2 years of College	Commercial Artist	
Education	High School - yes		
Experience	Retired CIA		20+ years
Volunteer/Prof. Associations	Town of Fountain		

<u>Boards Assigned To</u>			
	Fire District Commission Fountain FD		2/15/2016 to 12/31/2015

Eric Williams
527 Rachel Lane
Grimesland NC 27858

Day Phone: (252) 258-5002
Evening Phone:
Fax:
E-mail: logetw423@gmail.com

Gender: M
Race: African
District: 3
Priority:

Applied for this board on: 12/11/2014 Application received/updated: 02/01/2016

Applicant's Attributes: County Planning Jurisdiction
South of the River
VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	East Carolina University		
Education	J.H. Rose High		
Experience	East Carolina University	Helpdesk Tech. Spec.	
Experience	NC National Guard Army		

<u>Boards Assigned To</u>			
	P.C. Nursing Home/Adult Care Community Advisory		3/7/2016 to 3/17/2019

Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

-
- Title of Item:** Minutes from the April 14, 2016 City Council meeting
- Explanation:** Proposed minutes from the City Council meeting held on April 14, 2016 are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve proposed minutes from the City Council meeting held on April 14, 2016.

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

Attachments / click to download

[Proposed_Minutes_of_April_14_2016_City_Council_Meeting_1034309](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, APRIL 14, 2016



A regular meeting of the Greenville City Council was held on Thursday, April 14, 2016 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. Council Member Smiley gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Kandie Smith, Council Member McLean Godley, Council Member Rick Smiley, Council Member P. J. Connelly and Council Member Calvin Mercer

Those Absent:

Council Member Rose H. Glover

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

City Manager Barbara Lipscomb asked the City Council to add the adoption agreement for the 401A plan to the agenda.

Upon motion by Mayor Pro-Tem Smith and second by Council Member Smiley, the City Council voted unanimously to amend the agenda as requested by the City Manager.

Upon motion by Mayor Pro-Tem Smith and second by Council Member Connelly, the City Council voted unanimously to approve the agenda as amended.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 6:05 pm, explaining procedures which should be followed by all speakers.



Dr. Sam Barber – PO Box 1573 – Winterville, NC

Dr. Barber spoke about the history of the Black community, noting how City officials took what is now Town Common property from them through eminent domain. Despite grandiose plans to develop the Town Common, this prime real estate and huge amounts of tax dollars have been wasted for now almost 50 years. When one considers the appreciation, loyalty and prodigious contributions the Blacks made and are making to this community, there is no compelling reason why this City Council cannot allocate and provide the resources necessary to erect a bell tower reflective of these contributions, thereby putting into action the rhetoric it espouses about diversity and its “find yourself in good company” slogan.

John Joseph Laffiteau – Rodeway Inn – Greenville, NC

Mr. Laffiteau expressed his appreciation for the opportunity to speak, stating that he hopes to clear up a misunderstanding of his conduct by staff at Sheppard Memorial Library. The cameras at the library show no evidence of misconduct and he requested that he and employees at the library be allowed to take a polygraph test to clear up the matter.

Brian Glover – 1407 N. Overlook Drive – Greenville, NC

Mr. Glover, Chair of the Greenville Bicycle and Pedestrian Commission, stated that May is National Bike Month. He spoke about events they are hosting throughout the month of May, including a bicycle safety class on the 21st, and stated there are bicycles available for loan.

Lillian Outerbridge – No address given

Ms. Outerbridge stated she was speaking on behalf of Sycamore Hill Bell Tower Project, noting that progress must reflect the entire population of the City. She asked that all people who live in the Town Common area support the Sycamore Hill Bell Tower Project.

Bianca Shoneman – Uptown Greenville

Ms. Shoneman, Director for Uptown Greenville, said the Town Common process has gone extremely well, with much opportunity for public engagement. This is such a transformative time in the community, with a great amount of economic development, new business and residential population growth. Now is the time to think about the Town Common for recreation, great events and a nod to the past.

There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 6:16 pm.



SPECIAL RECOGNITIONS

DALLAS MAYO, PUBLIC WORKS DEPARTMENT RETIREE

City Manager Lipscomb recognized Dallas Mayo, Transit Driver with the Public Works Department, for his retirement with 23 years and 10 months of outstanding service. She then read and presented him with a commemorative plaque.

GREENVILLE 12U SWAC ALL-STAR BASKETBALL TEAM – STATE CHAMPIONS

Mayor Thomas recognized the Greenville 12 and under Southwestern Athletic Conference All-Star Basketball Team for their 4th year of winning the State championship. He presented certificates honoring their achievement to Head Coach Markus Green, Assistant Coaches Terrill Hardy and Rob Hall, and players Michael Allen, Jaylin Daniels, Sam Glass, Montez Green, Nicholas Greene, Jayden Grimes, Brian Hardy, Hayden Humphreys, Dante Hutchinson and Nicholas Taylor.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Appearance Commission

Council Member Godley made a motion to appoint Chris Mansfield and William Wooten to first three-year terms that will expire April 2019 in replacement of Myron Caspar and Lynn Caverly, who had resigned, to reappoint J. Scott Johnson to a second three-year term that will expire in April 2019 and to continue all remaining appointments. Council Member Smiley seconded the motion, which carried unanimously.

Environmental Advisory Commission

Council Member Godley continued all appointments.

Human Relations Council

Council Member Glover continued all appointments.

Investment Advisory Committee

Council Member Connelly continued all appointments.

Youth Council

Council Member Mercer continued all appointments.



NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX CENTRE COURT INVOLVING 14.3025 ACRES LOCATED AT THE TERMINUS OF HOLDEN DRIVE – (Ordinance No. 16-017)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #5. The property is currently vacant with no population, and population of 273 expected at full development. Current zoning is R6 (Residential), with the proposed use being 40 single-family lots and 84 multi-family units. Present tax value is \$800,940, with tax value at full development estimated at \$23,120,940. The property is located within Vision Area D.

Mayor Thomas declared the public hearing for the proposed annexation open at 6:32 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 6:33 pm.

Council Member Connelly moved to adopt the ordinance to annex Centre Court, involving 14.3025 acres at the terminus of Holden Drive. Council Member Godley seconded the motion, which passed by unanimous vote.

ORDINANCE TO AMEND THE ANNEXATION ORDINANCE AND THE EFFECTIVE DATE OF THE ANNEXATION FOR DIXON FAMILY FARMS, INCORPORATED AND JEFFREY GRABOWSKI PROPERTIES, INVOLVING 41.9410 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF NC HIGHWAY 43 AND SOUTH OF IVY ROAD – (Ordinance No. 16-018)

Planner Gooby stated that annexation of the proposed area was approved by the City Council on August 13, 2015, with an effective date of June 30, 2016. The developer wishes to commence the development of the property under City standards and, in order for this to occur, the effective date of the annexation is required to be advanced. Approval of this request will amend the original ordinance to change the effective date to April 14, 2016. As a review, Planner Gooby showed a map depicting the annexation area, which is located within Chicod Township in voting district #4. The property is currently has one single-family residence and farmland with no population, and a population of 283 expected at full development. Current zoning is RA-20 (Residential-Agricultural) – Pitt County's jurisdiction - with the proposed use being 130 single-family residences. Present tax value is \$325,131, with tax value at full development estimated at \$23,400,000. The property is located within Vision Area C.



Mayor Thomas declared the public hearing for the proposed amendment open at 6:35 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 6:36 pm.

Mayor Pro-Tem Smith moved to adopt the ordinance to amend the annexation ordinance and the effective date of the annexation for Dixon Family Farms, Inc. and Jeffrey Grabowski Properties involving 41.9419 acres located along the eastern right-of-way of NC Highway 43 and South of Ivy Road. Council Member Smiley seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY BRANDON MITCHELL TO REZONE 1.4953 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF THOMAS LANGSTON ROAD AND 250+ FEET WEST OF STERLING POINTE DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CG (GENERAL COMMERCIAL) – (Ordinance No. 16-019)

Planner Chantae Gooby stated Brandon Mitchell to rezone 1.4953 acres located along the southern right-of-way of Thomas Langston Road and 250+ feet west of Sterling Pointe Drive from RA20 (Residential-Agricultural) to CG (General Commercial). The subject area is located in Vision Area E.

According to Planner Gooby, Thomas Langston Road is designated as a residential corridor. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area, and linear expansion outside of the focus area should be prohibited.

There is a designated intermediate focus area at the southwestern corner of the intersection of South Memorial Drive and Thomas Langston Road. These nodes typically contain 50,000-150,000 square feet of conditioned floor space.

The Future Land Use Plan Map recommends commercial (C) at the southwestern corner of the intersection of South Memorial Drive and Thomas Langston Road, transitioning to office/institutional/multi-family (OIMF) to the south and west.

Based on possible uses permitted by the requested zoning, the proposed rezoning classification could generate 434 trips to and from the site on Thomas Langston Road, which is a net increase of 386 additional trips per day. Planner Gooby stated that measured to mitigate traffic will be determined during the review process.

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned RA20 (Residential-Agricultural).



Surrounding land uses and zoning are as follows:

North: CG - Vacant

South: OR –Vancroft Townhomes

East: CG – New River Pottery Shopping Center

West: OR – Vancroft Townhomes

Planner Gooby stated under the current zoning (RA20), staff would anticipate the site to yield no more than five (5) single-family lots. Under the proposed zoning (R9S), the site is anticipated to accommodate 9,800+/- square feet of retail space. The anticipated build-out time is within one year.

Planner Gooby stated that, in staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. "In general compliance with the comprehensive plan" should be construed as meaning the requested zoning (i) is currently contiguous, or is reasonably anticipated in the future to be contiguous in the future, to specifically recommended and desirable zoning of like type, character or compatibility and (ii) is complementary with objectives specifically recommended in the Horizons Plan (or addendum to the plan), (iii) is not anticipated to create or have an unacceptable impact on adjacent area properties or travel ways, and (iv) preserves the desired urban form. It is recognized that in the absence of more detailed plans, subjective decisions must be made concerning the scale, dimension, configuration, and location of the requested zoning in the particular case. Staff is not recommending approval of the requested zoning; however, staff does not have any specific objection to the requested zoning.

Planner Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its March 15, 2016 meeting.

Mayor Thomas declared the public hearing for the proposed rezoning open at 6:39 pm and invited anyone wishing to speak in favor to come forward.

Steve Spruill – No Address Given

Mr. Spruill stated he is the surveyor for the project and said he would be happy to answer any questions that might arise. He noted there was an issue regarding safety brought up by a neighbor at the Planning and Zoning Commission meeting. He said they have done research and cannot find any instances of a neighbor's safety being compromised. Someone else expressed a concern about property values, but their research shows no differences in the immediate area.

Brandon Mitchell – No Address Given

Mr. Mitchell, who is the property owner, stated that with regard to safety, he plans to install fencing around the entire perimeter and will comply with all vegetation requirements. He fully intends to be a great neighbor.



Council Member Connelly asked if he had looked at traffic patterns where Thomas Langston Road narrows.

Mr. Mitchell stated the intended use will have a much lower traffic volume than study projects. He will be adjoining adjacent property and this will not be an entrance, but more of an expansion area.

Rick Mitchell – No address Given

Mr. Mitchell stated he owns the adjacent property where New River Potter located. He is in favor of this proposal.

Hearing no one else wishing to comment in favor of the application to rezone, Mayor Thomas invited comment in opposition. Hearing none, Mayor Thomas closed the public hearing at 6:43 pm.

Council Member Godley moved to adopt the ordinance to rezone 1.4953 acres located along the southern right-of-way of Thomas Langston Road and 250+ feet west of Sterling Pointe Drive from RA20 (Residential-Agricultural) to CG (General Commercial). Mayor Pro-Tem Smith seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY POHL, LLC AND V. PARKER OVERTON TO REZONE 48.16+ ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF BAYSWATER ROAD AND 700+ FEET SOUTH OF FIRE TOWER ROAD FROM R6MH (RESIDENTIAL-MOBILE HOME [HIGH DENSITY]) TO CG (GENERAL COMMERCIAL) FOR 9.48+ ACRES AND OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) FOR 38.68+ ACRES –
(Ordinance No. 16-020)

Planner Gooby stated that the City has received a request from POHL, LLC and V. Parker Overton to rezone 48.16+ acres located along the southern right-of-way of Bayswater Road and 700+ feet south of Fire Tower Road from R6MH (Residential-Mobile Home [High Density]) to CG (General Commercial) for 9.48+ acres and OR (Office-Residential [High Density Multi-Family]) for 38.68+ acres. The subject area is located in Vision Area D.

According to Ms. Gooby, Fire Tower Road is designated as a residential corridor between Evans Street and Corey Road. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area, and linear expansion outside of the focus area should be prohibited. There is a designated regional commercial focus area along Fire Tower Road between the two ends of Bayswater Road. These nodes typically contain 400,000+ square feet of conditioned floor space.

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 2,201 trips to and from the Tract 1 on Fire Tower Road, which



is a net increase of 1,336 additional trips per day. During the review process, measures to mitigate traffic impacts will be determined. For Tract 2, there is no change in density. Therefore, a traffic volume report was not prepared.

In 1988, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned R6MH (Residential-Mobile Home). The subject property is part of the approved Fire Tower Junction Preliminary Plat. The subject property was included in a Future Land Use Plan Map amendment that was approved in October 2014. Water and Sewer are available to the property. There are no known historical designations on the site, but the property is impacted by the floodway, 100- and 500-year floodplains associated with Fork Swamp Canal.

Surrounding land uses and zoning are as follows:

North: CG - Fire Tower Junction

South: R9S - Windsor Downs Subdivision (single-family); R6 and RA20 - Vacant

East: OR - Winterville Charter Academy

West: R6 - Dudley Grant Townhomes

Ms. Gooby stated that, under the current zoning (R6MH) for Tract 1, staff would anticipate the site to yield 115-130 multi-family units (1, 2 and 3 bedroom units). Under proposed zoning (CG), staff would anticipate the site to yield 62,000+/- square feet of commercial space. No change in density is anticipated for Tract 2. The anticipated build-out is 2-5 years.

Planner Gooby stated that, in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Planner Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its March 15, 2016 meeting.

Mayor Thomas declared the public hearing for the proposed rezoning open at 6:47 pm and invited anyone wishing to speak in favor to come forward.

Jim Walker – No Address Given

Mr. Walker, of Rivers & Associates, stated he is speaking on behalf of the applicant. This journey began in 2007 but the economic decline brought everything to a stop. With the improving economy, the applicant feels now is the time to move ahead. He briefly discussed the history of the property and stated he would be glad to answer any questions.



Michael Overton – No Address Given

Mr. Overton, who said he is also a representative of the applicant, supported Mr. Walker's comments noting that the evolution of the property has been a long process. He said they feel good about the direction they are going in with the property. Champions Health and Fitness Center and a new charter school have recently opened. Morgan Printers is under construction and an animal clinic has purchased a property in the development. They are hoping for a nice retail development at the front of the property with the back being for office use and possibly some single family housing at the very back.

Hearing no one else wishing to comment in favor of the application to rezone, Mayor Thomas invited comment in opposition. Also hearing none, Mayor Thomas closed the public hearing at 6:51 pm.

Council Member Godley moved to adopt the ordinance to rezone 7.87 acres located along the northern right-of-way of Clifton Street and the eastern right-of-way of Evans Street from CG (General Commercial) to OR (Office-Residential [High Density Multi-Family]). Council Member Connelly seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY WGB PROPERTIES, INCORPORATED TO REZONE 7.87 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF CLIFTON STREET AND THE EASTERN RIGHT-OF-WAY OF EVANS STREET FROM CG (GENERAL COMMERCIAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])

Planner Gooby stated that the City has received a request from WGB Properties, Incorporated to rezone 7.87 acres located along the northern right-of-way of Clifton Street and the eastern right-of-way of Evans Street from CG (General Commercial) to OR (Office-Residential [High Density Multi-Family]). The subject area is located in Vision Area D.

According to Ms. Gooby, Evans Street, between Reade Circle and Caversham Road, is designated as a connector corridor. Connector corridors are designed to contain a variety of higher intensive uses. The Future Land Use Plan Map recommends commercial (C) at the northeastern corner of the intersection of Evans Street and Arlington Boulevard transitioning to office/institutional/ multi-family (OIMF) to the north and east and conservation/open space (COS). There is a designated intermediate focus area at the intersection of Evans Street and Arlington Boulevard. These nodes typically contain 50,000-150,000 square feet of conditioned floor space.

Based on the analysis comparing the existing zoning (3,509 daily trips) and requested rezoning, the proposed rezoning classification could generate approximately 732 trips to and from the site on Evans Street and Arlington Boulevard, which is a net decrease of 2,777 trips per day. Since the traffic analysis for the requested rezoning indicates that the



proposal would generate less traffic than the existing zoning, a traffic volume report was not generated.

On the 1969, the property was zoned CG (General Commercial). Water and Sewer are available to the property. There are no known historical designations on the site, but the property is impacted by the floodway, 100- and 500-year floodplains associated with Green Mill Run.

Surrounding land uses and zoning are as follows:

North: CH - City of Greenville (vacant); OR - East Carolina University (wooded)

South: CG - McGee Cadd, Hope of Glory Thrift Store and one (1) vacant lot
(under common ownership of applicant)

East: OR - Cypress Creek Townhomes and State of North Carolina

West: CG - Vacant (under common ownership of applicant); CH - Vacant

Ms. Gooby stated under the current zoning (CG), staff would anticipate the site to yield 51,000+/- square feet of commercial space. Under proposed zoning (OR), staff would anticipate the site to yield 100-110 multi-family units (1, 2 and 3 bedroom units). The anticipated build-out is 1-2 years.

Planner Gooby stated that, in staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. "In general compliance with the comprehensive plan" should be construed as meaning the requested zoning (i) is currently contiguous, or is reasonably anticipated in the future to be contiguous in the future, to specifically recommended and desirable zoning of like type, character or compatibility and (ii) is complementary with objectives specifically recommended in the Horizons Plan (or addendum to the plan), (iii) is not anticipated to create or have an unacceptable impact on adjacent area properties or travel ways, and (iv) preserves the desired urban form. It is recognized that in the absence of more detailed plans, subjective decisions must be made concerning the scale, dimension, configuration, and location of the requested zoning in the particular case. Staff is not recommending approval of the requested zoning; however, staff does not have any specific objection to the requested zoning.

Planner Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its March 15, 2016 meeting.

Mayor Thomas declared the public hearing for the proposed rezoning open at 6:55 pm and invited anyone wishing to speak in favor to come forward.

Jim Walker – No Address Given

Mr. Walker, of Rivers & Associates, stated the Blounts have owns this property for 36 years. It has been zoned General Commercial for 47 years. Mr. Blount feels that is long enough for



trying to market the property under the existing zoning, particularly when the greenway now divides the buildable area of the property.

Mayor Pro-Tem Smith asked if the request is to rezone the entire tract or just the portion that is cut off by the greenway.

Mr. Walker stated they are requesting the entire tract be rezoned.

Council Member Mercer stated he has heard a number of concerns raised by area residents. He asked if any attempt had been made to address their concerns.

Mr. Walker stated there is no specific project in mind for the property at the present time. Once there is a proposed use, they will sit down with residents to attempt to alleviate any concerns they might have at that time.

Hearing no one else wishing to comment in favor of the application to rezone, Mayor Thomas invited comment in opposition.

Barbara Dunlap – 14 Palmetto Place

Ms. Dunlap, who stated she was speaking on behalf of many residents of Cypress Creek, stated the zoning board recommended this property be rezoned to allow multi-family student housing. Only about 4 acres of the property is usable because of wetlands. The zoning board said residents should not object because it would be zoned the same as Cypress Creek Townhomes. Residents would not object if the property were used for the same type of development as Cypress Creek.

Marlene Otis – Cypress Creek

Ms. Otis stated any type of high-density housing will negatively impact the quality of life for the citizens living in Cypress Creek, regardless of whether it is student housing or simply more apartments in the area. Clifton Street is very small and it is already quite difficult to make a left turn onto Arlington Boulevard or Evans Street.

Hearing no one else wishing to comment in opposition to the application to rezone, Mayor Thomas closed the public hearing at 7:11 pm.

Council Member Godley stated there are approximately 30,000 students living within the City and he has heard of no plans for increasing that number. Building more student housing would likely mean that much of it would remain vacant. He recommended voting against rezoning.

Council Member Smiley stated he is uncomfortable with the characterization of this being student housing, and he doubts people are planning to build student housing in this location. He anticipates a more residential use. There has been much opposition to sprawl



on the City Council, but if sprawl is undesirable, then it is necessary to have high density residential development where infrastructure already exists. Residents can walk from this area to the high school, the university, shopping and dining. He stated he feels there are sound arguments in favor of rezoning and he feels it is appropriate to develop this property for residential use.

Mayor Pro-Tem Smith asked if there is plan for the type of development desired.

Mr. Walker stated the OR zoning allows for multi-family development. While much student housing is like this, the trend is to build student housing downtown. For someone to come into town and want to develop student housing that far away, they would be taking quite a risk. A prudent developer would be aware of this. With the trees and being adjacent to a soon to be open greenway, this would be ideal for a townhome development. Any plan to develop as student housing would have to go before the Board of Adjustment.

Council Member Smiley moved to adopt the ordinance to rezone 7.87 acres located along the northern right-of-way of Clifton Street and the eastern right-of-way of Evans Street from CG (General Commercial) to OR (Office-Residential [High Density Multi-Family]). Council Member Mercer seconded the motion, which failed by a vote of 2 to 3, with Mayor Pro-Tem Smith and Council Members Godley and Connelly voting in opposition.

Mayor Pro-Tem Smith then moved to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Objective UF 20 to concentrate higher intensity uses in employment and focus areas, and further that the denial of the rezoning request is reasonable and in the public interest because the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community by concentrating higher intensive uses in focus areas which helps to preserve the carrying capacity of streets. Council Member Godley seconded the motion, which passed by unanimous vote.

RESOLUTION AUTHORIZING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR A SECTION 5339 GRANT FOR FEDERAL CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT (GREAT) FOR THE REPLACEMENT OF TWO BUSES – (Resolution No. 025-16)

Transit Manager Lamont Jackson stated the City recently received an allocation of FTA funding for the replacement of two buses. The federal funds allocated equal \$1,040,000. The matching funds equal \$260,000 and are already included in the vehicle replacement fund. No new City funding is needed. Obtaining this funding requires a public hearing and approval of a resolution to approve the grant request and authorize the execution of grant documents.



Mayor Thomas declared the public hearing for the proposed rezoning open at 7:22 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, Mayor Thomas invited comment in opposition. Hearing none, Mayor Thomas closed the public hearing at 7:23 pm.

Mayor Pro-Tem Smith moved to adopt the resolution authorizing an application to the Federal Transit Administration (FTA) for a Section 5339 Grant for Federal Capital Assistance for Greenville Area Transit (GREAT) for the replacement of two buses. Council Member Godley seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS

PRESENTATION OF DESIGN AND STATUS OF THE GREENVILLE TRANSPORTATION ACTIVITY CENTER PROJECT

Public Works Director Kevin Mulligan introduced John Stevemeyer, Consulting Engineer from King-Stubbins, Inc. d/b/a Jacobs, who has been working with Public Works on the design of the Greenville Transportation and Activity Center (GTAC) project. GTAC is projected to begin construction during the fall of 2016 and be completed by the fall of 2017. The total project fund available for the GTAC project is approximately \$8.4 million. Mr. Mulligan gave a brief history of the project showed a map depicting the location for the facility on Dickinson Avenue, bounded by Pitt Street, Bonners Lane and Clark Street.

Mr. Stevemeyer stated the facility will consist of a 2-story terminal building and canopied positions for 12 buses. There will also be a small park area in front of the facility and 19 parking spaces for patrons, drop-offs, transit employees, police employees and the Amtrak shuttle. He then showed schematic designs of the interior and exterior of the terminal building and offered to answer any questions.

Council Member Mercer stated this is very exciting and he is glad to see the project coming to fruition. He and many others have worked hard on this for many years, with former Mayor Nancy Jenkins having made the original suggestion.

Council Member Godley asked what year the project was begun.

Mr. Mulligan stated he believed it was in 1995.

Mayor Thomas asked about utility of the facility.

Mr. Mulligan stated it will service the whole City and is positioned in the West Greenville area.



TOWN COMMON PHASE I SCHEMATIC DESIGN PRESENTATION

Recreation and Parks Director Gary Fenton stated the 2015-16 Fiscal Year budget included \$250,000 for Town Common Phase I Design Development. On December 10, 2015, City Council approved the contract award to Rhodeside & Harwell, Inc. (RHI) for 30% Design Development Documents. Since the approval of the contract, RHI has been working with the City to complete the Basis for Design task order of the contract. This task order included project organization, public input meetings, study area analysis, existing conditions analysis and schematic design alternatives. In January 2016, RHI completed the area and existing conditions analysis, and facilitated a series of meetings with City staff, focus groups and stakeholders. Using input gathered at these meetings, RHI completed two schematic design alternatives, which they are here to present for the City's consideration. He then introduced Elliott Rhodeside and Ron Sessoms from RHI.

Mr. Rhodeside stated it was a pleasure to be back in Greenville and his firm is honored by having been selected to work on both the Tar River Plan and the Town Common Plan. After a brief discussion about the project's background, he displayed a map depicting the study area for Phase I. Phase I is expected to include a Gateway Plaza, entry portals, elevated lawns, 1st Street Streetscape, a commemorative feature for the Sycamore Hill Baptist Church, an interactive fountain, a playground, restrooms, a greenway connection and a driveway/parking lot. He discussed the evolution of the Town Common over time and described the features that exist there today.

Mr. Rhodeside reviewed the public input process, which included five focus group sessions and a public open house. The process provided an opportunity to engage City staff, community stakeholders and the Greenville community at-large. Topics of discussion focused on identifying key issues, challenges and opportunities along with a review of the 2009 Town Common Master Plan and discussion of initial design ideas for Phase I and the playground area.

Mr. Rhodeside and Mr. Sessoms then discussed the following points that were learned from the various input sessions:



HISTORY

*A Place for...
Reflection*



- 'Downtown' was an **important neighborhood** where people once lived, worked, and played.
- Sycamore Hill Baptist Church was a **cornerstone institution** for the 'Downtown' community.
- Residents feel that there is little left at Town Common to convey the **history** of Sycamore Hill Baptist Church & 'Downtown'.
- There is an opportunity to **tell the story** of Town Common through interpretive elements including iconic features, gardens, open space, and meditative places.
- An **archeological investigation** is needed at the Sycamore Hill Baptist Church site.

PLAY

*A Place for...
Program & Activation*



- Town Common is Greenville's "Central Park" for **gathering and entertainment**.
- Town Common is the "**front door**" to the City's riverfront.
- Today, the park is not heavily used and there is a need for new and exciting park **programming**.
- Land uses around the park should be compatible and contribute to the **activation** of the park.
- Provide a **link** from Uptown to River Park North.
- Create a "**special place**" at the City's riverfront.

NATURE

*A Place for...
Stewardship*



- Remove the bulkhead and construct a "**living shoreline**".
- Construct boardwalks, overlooks, and natural areas to **immerse visitors in nature**.
- Consider interactive **water and nature play** in the park.
- Include **native plantings** that will **connect** people to nature and the River.
- Incorporate **interpretive educational** opportunities.



- Think big and consider quality vs. quantity.
- Be cautious of “piecemeal” park improvements. Develop a consistent design language at Town Common.
- Improve the park programming to bring visitors to Uptown which will support the City’s economic development goals.
- Consider park funding and fundraising opportunities in addition to Capital Improvement budgets such as public-private partnerships.

Mr. Rhodeside discussed two design alternatives.

- Option A – which would incorporate weaving/curvilinear forms as an interpretation of the river, capitalize on river and park views and emphasize the Evans Street Gateway.
- Option B – which would incorporate linear forms to create linear garden rooms and maximize physical connections into the park

Phase 1 will include a Sycamore Hill Commemorative feature, Evans Street Gateway Plaza, a Gateway Structure, interactive water feature, 1st Street Garden Groves with seating and Washington and Cotanche Street park entry. There would be a playground, restroom building, Reade Street Entry, a reconfigured driveway and parking area, connection to the South Tar River Greenway, a living shoreline, a riverfront viewing area and a kayak and canoe rental kiosk.

Mr. Rhodeside stated the next steps should include selection of a preferred alternative and completion of the schematic design, and the City should consider developing a schematic design for all of Town Common in order to better guide programming and design of the park.

Mayor Thomas interrupted the proceedings to acknowledge Council Member Connelly’s need to leave the meeting due to the imminent birth of his second child. Upon motion by Mayor Pro-Tem Smith and second by Council Member Smiley, the City Council voted unanimously to excuse Council Member Connelly from the remainder of the meeting.

Mayor Thomas stated he really appreciated the attention to detail that was taken at the input sessions. This space will tell the story of the history of the community the way an artist tells a story on canvas. It is the City Council’s goal over the next couple of years to complete the Town Common process. He asked about the intent for the river access points in Phase I, stating he has some concerns about currents and tides.

Mr. Rhodeside stated that today, someone can go down to the river on the east side of the park, walk on the asphalt and into the river. He knows the area is prone to flooding, so he



realizes it is a major concern. The current bulkhead and shoreline restrict people's connection to the river. He said he likes the area where people can access the river via the asphalt and noted it is well protected by dense vegetation. He believes that area, taking advantage of the dense vegetation and adding boulders, can be developed into a viable access point with overlooks amongst the rocks and planting areas. Before they began work on Phase I, the City had developed plans for a new boat ramp and fishing pier in this area. That is designed to connect to the asphalt area where cars park.

Council Member Godley stated he feels this is off to a really good start. He sees this as the building blocks to making Town Common the crown jewel of the community. He feels as the City progresses into Phase 2 and Phase 3 of this process, it would be wise to redress the Town Common Master Plan. The current plan was developed in 2009 and there have been dramatic changes since that time. To ensure Town Common really is the park of the people, we have to address those changes and be sure it mixes well with the rest of the area.

Council Member Mercer appreciated that there are a number of options in the information presented. He asked if this next goes to the Recreation and Parks Commission for their input. He asked where citizens should direct their input.

Director Fenton stated they will be putting something on their website to invite input, but they are welcome to call Recreation and Parks in the meantime.

Mr. Rhodeside stated they would like to have another meeting with the people from the community to talk about the commemorative tower and the other options they've developed. Once all the options are selected, they can develop a more concrete cost estimate, but Mr. Rhodeside stated he feels all of the design schemes are comparable in cost.

Council Member Godley asked if these Phase I elements could be incorporated into a future master planning process and how long it would take to review the master plan.

Director Fenton stated there would be a price tag on that.

Council Member Godley said he knows revisiting the plan will cost the City money, but this area has changed dramatically over the past 6 years. The City has to ensure its plans adjust accordingly. He then made a motion to direct staff to incorporate elements from Phase I, but to revisit the entire Master Plan. Mayor Pro-Tem Smith seconded the motion.

Council Member Smiley said staff has told the City Council they do not have the resources to do this. He asked if the motion suggests getting a bid from RHI to finish this.



Mr. Rhodeside stated the existing plan has a lot of good information in it, but there are two areas that need work – program activities that can and should occur based on current area activity and the uninspiring layout of all the inspiring elements in the plan. The final product should have guided them in their work, but it did not. He said he feels it would be a wise use of City funds to transfer some of the money toward allowing them to do design work for the still blank Phase 2 area. He is not proposing to scrap what has been done, but to build from it. Whether it's called Phase 2, or a Master Plan update, Rhodeside and Harwell would like to engage with the City and residents to make this a better park.

Council Member Godley stated that he runs in this park every afternoon after work at 5:15 and currently there are more acres in the park than there are people. The goal has to be getting people into the park.

Director Fenton asked if it was accurate to say the intent of the motion is to amend the current contract with RHI to complete a schematic for the entire park. This would eliminate design development on Phase I, but it would give a picture of the total park.

Council Member Godley agreed, stating there needs to be a timeline of six months or less.

Council Member Smiley asked what would have happened that now won't happen if the motion is approved.

Director Fenton stated the design development documents with an established construction budget estimate would not be prepared.

Parks Planner Lamarco Morrison added that choice of a preferred schematic for Phase I, along with development of a cost estimate and choice of work to be done based on available funding.

Council Member Smiley asked about cost of the current contract.

Parks Planner Morrison stated he thinks around \$97,000 for what has been done, with about \$123,000 remaining on the contract.

Council Member Smiley recommended the City continue to pursue the commemorative tower, the playground and the parking lot.

Council Member Godley felt this was a great idea and amended his motion to incorporate Council Member Smiley's recommendation. Mayor Pro-Tem Smith stated her second stands.

There being no further discussion, the motion to amend the current contract with RHI to continue design development for the commemorative tower and the parking lot associated



with the playground in Phase I, but to put remaining design development for Phase I on hold and ask RHI to complete a schematic of the entire park passed by a vote of 3 to 1 with Council Member Mercer casting the dissenting vote.

SERIES RESOLUTION FOR GREENVILLE UTILITIES COMMISSION 2016 REVENUE BONDS ISSUANCE – (Resolution No. 026-16)

Greenville Utilities Commission (GUC) Chief Executive Officer (CEO) Tony Cannon stated there have been no significant changes from the presentation he gave in February, but he would like to update the City Council before moving forward. The 2016 Series Revenue Bonds will provide up to \$73,500,000 in total funding, of which approximately \$30,000,000 is related to refunding (refinancing existing bonds). This will provide a net present value savings of approximately 7.9%, or \$2,000,000, over the remaining life of the old bonds, which is about 10 years. The remaining balance will be used to fund capital projects as follows:

- Electric \$16,672,983
 - Substation Modernization \$1,267,828
 - Greenville 230 kV South Point of Delivery Substation \$4,800,000
 - Bells Fork to Point of Delivery South 115 kV \$5,605,155
 - Dyneema Peaking Generator \$5,000,000
- Facilities \$5,500,000
 - New Operations Center Phase I \$4,100,000
 - Downtown Facilities Development \$1,400,000
- Gas \$10,071,481
 - GUC-PNG Multiple Gas Facilities Upgrade Project \$2,046,518
 - Western Loop High Pressure Main Extension \$4,300,000
 - Liquefied Natural Gas Facility Expansion Phase IIB \$3,724,963
- Technology \$6,800,000
 - Enterprise Resource Planning System – Optics Phases A & B \$6,800,000
- Waste Water \$2,455,000
 - Harris Mill Interceptor \$635,000
 - Air Distribution System Upgrade \$240,000
 - Town Creek Culvert Replacement (COG) Sewer \$1,580,000
- Water \$1,450,000
 - Water Treatment Plant Impoundment Dredging \$350,000
 - Town Creek Culvert (COG) Water \$1,100,000

CEO Cannon then explained projections for long term capital planning.



Long Term Capital Planning

GUC TOTAL	2017 Forecast	2018 Forecast	2019 Forecast	2020 Forecast	2021 Forecast	5-Year Total
Capital Outlays	\$9,686,918	\$7,798,738	\$8,149,206	\$8,516,017	\$8,899,946	\$43,050,825
Capital Projects	30,271,416	28,945,082	16,483,000	34,302,000	27,990,000	137,991,498
Total Capital	\$39,958,334	\$36,743,820	\$24,632,206	\$42,818,017	\$36,889,946	\$181,042,323
Funding - Debt Financing						
Revenue Bonds	\$19,400,331	\$17,352,338	\$13,233,000	\$28,802,000	\$20,557,000	\$99,344,669
SRF Loans	6,395,851	1,292,744	-	-	-	7,688,595
	\$25,796,182	\$18,645,082	\$13,233,000	\$28,802,000	\$20,557,000	\$107,033,264
% to Total Capital	64.6%	50.7%	53.7%	67.3%	55.7%	59.1%
Funding - Cash						
Fund Balance	\$2,195,743	\$6,500,000	\$2,500,000	-	-	\$11,195,743
Capital Project Transfer	2,000,000	3,800,000	750,000	5,500,000	7,433,000	19,483,000
Grants and Contributions	279,491	-	-	-	-	279,491
Pay Go	9,686,918	7,798,738	8,149,206	8,516,017	8,899,946	43,050,825
	\$14,162,152	\$18,098,738	\$11,399,206	\$14,016,017	\$16,332,946	\$74,009,059
% to Total Capital	35.4%	49.3%	46.3%	32.7%	44.3%	40.9%
Total Funding	\$39,958,334	\$36,743,820	\$24,632,206	\$42,818,017	\$36,889,946	\$181,042,323

CEO Cannon noted that closing is expected to occur on June 14, 2016 and requested that the City Council consider adoption of the requested resolution and authorize the employees of GUC and the City to manage the execution of all collateral documentation necessary to consummate the closing of this bond transaction.

Mayor Pro-Tem Smith moved to adopt the attached Series Resolution and approve the subsequent execution of all collateral documentation necessary to consummate the closing of this bond transaction. Council Member Mercer seconded the motion, which passed by unanimous vote.

SUBMISSION OF A 2016 TIGER GRANT APPLICATION

Economic Development and Revitalization Manager Roger Johnson stated that City staff is developing a 2016 U.S. DOT TIGER grant application. With City Council approval, a modified grant application will be submitted for the 2016 application cycle. The deadline to submit the application is April 29, 2016, which is earlier than expected. The proposal would not require new additional funding by the City.

Under the Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grant program, the U.S. Department of Transportation provides funding for transportation and transit projects that are multi-modal, multi-jurisdictional, or otherwise challenging to fund through existing programs. TIGER investments aim to make



communities more livable and sustainable. Cities can use TIGER funds to supplement “traditional” transportation funding from state DOTs, especially for projects that emphasize non-automotive modes. The availability of smaller TIGER grants make it a good fit for transit improvements and pedestrian projects, which can’t access other federal pots of money so easily.

TIGER emphasizes “partnerships for sustainability” and includes EPA and HUD input. This highly competitive program also emphasizes “Livability Principles” and projects that support “Ladders of Opportunity.” Project selection criteria go beyond transportation: economic development and opportunity, and environmental and quality of life benefits.

The City applied last year to this grant program, but the project was not funded. In response to feedback from federal authorities that critiqued the City’s 2015 application, as well as input from the City’s consultants, the 2016 application proposal would focus on pedestrian, transit facility and roadway improvements on W. 5th Street, Dickinson Avenue, Reade Circle and Albemarle Avenue. The overall purpose of the project as modified remains the same as it was in 2015: to create pedestrian and multimodal linkages that build on, and bolster, the City’s ongoing urban infrastructure investments, supporting “ladders of opportunity” for West Greenville residents, urban revitalization, economic development, job creation and tax base growth.

The TIGER program requires localities to provide matching funds, which can come from various non-federal sources. A minimum of a 20% non-federal match was required last year for urban areas, but recent experience points out that grant proposals approximating a 50% local match are likely to be more competitive. The City’s consultants advised that some of the ongoing projects that were listed last year toward the projected match not be listed in this round. TIGER program allows localities some flexibility in designating previously committed (ongoing) transportation investments, however additional feedback from federal authorities suggested that Greenville needed to “tighten up” the projects counted toward the local match to enhance the competitiveness of the proposal and, in the event that TIGER is interested in funding the project, the City’s project budget is on firm footing. Federal officials that reviewed the City’s 2015 application identified land acquisition and other concerns associated with the previously proposed GTAC/TOD Zone road realignment and Pedestrian & Bike Improvements on West Greenville residential streets, so the City is not advised to include these items on this application.

With these considerations in mind, the City’s 2016 TIGER grant application – which does not require any new additional funding from City Council – would now request approximately \$7 million from TIGER, with a \$5.75 match from the City (45 percent match), for a total project cost of \$12.75 million. In 2015, the City requested \$12.5 million from TIGER for a \$24 million project. Given the tighter budget for this round, the transportation improvements are focused on key linkages to, and in the vicinity of, GTAC: sidewalk and other pedestrian improvements, transit facility improvements (e.g. bus



kiosks), and other accessibility improvements on Dickinson Avenue, W. 5th Street, Reade Circle and Albemarle Avenue. On Dickinson Avenue and W. 5th Street, these proposed improvements would help to support and/or supplement the City's planned Streetscape Improvements, including the Phase II W. 5th Streetscape Project. City staff and consultants believe that this approach and project budget will competitively position Greenville to receive TIGER funding for 2016. Like in 2015, the proposal supports, and "plugs into" the City's larger network of investments in its Urban Multimodal Transportation Network: e.g. 10th Street Connector, Town Creek Culvert, GTAC, W. 5th Streetscape, greenways. However, this approach will enable the City to create a clearer narrative argument that TIGER funds would help to promote Ladders of Opportunity for all of Greenville's residents.

Planner II Tom Wisemiller stated staff and consultants recognize that Greenville's larger integrated multimodal network will conveniently connect the city's existing three major economic nodes in the urban core – the Medical District, Uptown, and ECU main campus – with the burgeoning Dickinson Avenue Arts and Innovation District, which will become the city's fourth major employment node. The proposed 2016 project elements still represent key investments of that long-range economic development strategic vision and this theme will be featured in the Economic Competitiveness section of this year's application. Moreover, pedestrian and streetscape improvements to W. 5th Street and Dickinson Avenue continue to be the biggest project items, like they were in 2015.

The City and its partners are already making vital transportation and economic development investments linking the City's major employment nodes. The TIGER grant presents an opportunity to further enhance that multimodal network while facilitating private real estate redevelopment, job creation, and tax base enhancement in the urban core.

At the advice of grant reviewers and consultants, this application would bolster arguments for how TIGER grant funds would improve transit and pedestrian connections between low-income residents and the city's major nodes of employment, education and training resources, and services. It is anticipated that, as Greenville positions itself to attract new and expanded activities in its target business sectors, many of the jobs created in those sectors and in other complementary sectors ("spin off" employment) will provide "ladders of opportunity" for workers at various education and skill-levels.

Unexpectedly, the 2016 TIGER grant deadline is a month earlier than it was in 2015, so staff is unable to present a final version of the application proposal to City Council prior to submitting the grant proposal by April 29, 2016.

The competitiveness of Greenville's 2016 application was likely bolstered by the community passing the 2015 transportation bonds.



Upon motion by Mayor Pro-Tem Smith and second by Council Member Mercer, the City Council voted unanimously to authorize City staff to submit a 2016 TIGER grant application proposal, upon the final approval of the City Manager, which would be submitted by no later than April 29, 2016.

PREVIEW OF THE CITY'S PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2016-2017 AND FINANCIAL PLAN FOR FISCAL YEAR 2017-2018

City Manager Lipscomb stated she and Assistant City Manager Michael Cowin would work together to provide a preview of the proposed operating budget for Fiscal Year 2016-2017 and the financial plan for Fiscal Year 2017-2018. She stressed this is merely a preview of the General Fund and not the proposed budget. She reviewed the City's mission statement, which is to provide all citizens with high quality services in an open, inclusive, professional manner, ensuring a community of excellence now and in the future and discussed the following goals of this budget cycle:

- Support Council's Identified Strategic Goals and Objectives
- Maintain Core Services
- Promote Employee Excellence Through a Merit Pay Program
- Support Projects Included in Voter Approved 2015 G.O. Bond
- Support Deferred Maintenance / Infrastructure Needs
- Position the City for Future Economic Development Opportunities
- Provide for a Continued Emphasis on Public Safety
- Maintain Stable Financial Position

City Manager Lipscomb then reviewed a financial summary of revenues and expenses over the previous ten fiscal years (2006-2015), demonstrating an average revenue growth over the last decade of about 2.3%. She noted years that had a property tax revaluation, adding that the City is waiting for information on new ad valorem taxes now. At the end of this decade, total revenue versus expenses resulted in a net of about \$6 million. During this period, the tax rate started at 56¢ per thousand, went down to 52¢ per thousand in FY 2009, back up to 54¢ per thousand in FY 2015 and down again in FY2016 to 53¢ per thousand. Revenue and expenses per capita (per 1,000 people) during this period have remained relatively flat.

Assistant City Manager Cowin reviewed projected revenues for FY 2017 and FY 2018, pointing out they are still in draft stage. This is not a final budget, but rather a work in progress. The adopted revenue budget for the current year was \$78.1 million. For FY 2017, \$79.3 million is projected and \$80.78 million for FY 2018 – net increases of 1.5% and 1.9% respectively. Four different areas comprise over 80% of the City's revenues: Property Tax, Sales Tax, GUC Transfer In and Utility Franchise Tax.



Property Tax is the largest component of the City's revenues. Greenville's rate is a little lower than High Point and Jacksonville, the same as Gastonia, and a little higher than Fayetteville, Wilmington, Concord and Asheville. Looking at the revenue per penny, Fayetteville generates the greatest return, followed by Wilmington, Asheville, Concord and High Point, all of which are greater than Greenville. Only Gastonia and Jacksonville generate less revenue per penny than Greenville. The property tax rate in Greenville has been stable in comparison with property tax values.

FY2016-17 and FY2017-18 taxes are currently based on average 2.0% growth from current FY2015-16 Projected Taxes. The FY2015-16 projected taxes are based on year-to-date (YTD) revenues through February and will be updated with YTD revenue through March. Tax revenues have not been adjusted per the latest property revaluation. The City has received preliminary data from the Pitt County Tax Office; however, the data is incomplete and appeals are still in process. Reliable property values from the County are not expected to be available until April 20, 2016. The expectation is about 2% per year, or about a penny on the tax rate. Assistant City Manager Cowin stated projected Property Tax Revenues for FY2016-17 and FY2017-18 will change from what is included in this preview based on the March YTD revenue data and the property revenue revaluation data from the County. Whether the impact will be positive or negative is currently unknown.

Assistant City Manager Cowin stated sales tax revenues have shown increases since FY 2014, but it is very difficult to include those types of increases into an operating budget. The prediction for the coming two years is a modest increase of 2% annually, consistent with other revenue projections. Even though sales taxes have increased significantly over the past two years, the City still lags behind on information received from Raleigh. The latest available data was only through January.

Assistant City Manager Cowin stated other revenue sources are essentially flat with increases projected between 0% and 2%, with the exception of the GUC Transfer, which is based on borrowings, scheduled debt and the completion of capital project.

Mayor Thomas stated he would like to see the City pursue more public-private partnerships and new revenue streams such as advertising dollars from private enterprises that would like to advertise on the City's buses in order to leverage its revenue dollars.

On the expense side, the FY2017 projection is approximately \$80.1 million and \$81.4 million for FY2018, or 2.6% and 1.6% respectively. The City invests two-thirds of its budget in people – the salaries and benefits for the City's personnel. The proposed budget currently includes a 3% Pay for Performance increase for employees, which costs about \$400,000 per percent, increases in employer paid health insurance and factors in a 3% vacancy rate. It does not include any new positions or position reclassifications requested by departments. Market rate salary increases for employees over the past five years have ranged between 0% and 2.5%. Approved positions have grown a little under 1% over each



of the past ten years, whereas Greenville's population has averaged an annual growth rate during that same period of 2.25%.

Assistant City Manager Cowin stated about five categories make up the bulk of the City's operating expenses make up the bulk of – Maintenance, Fleet, Contracted Services, Supplies and Other. The City continues to increase its contribution to the OPEB (Other Post-Employment Benefits) Fund by \$50,000 annually. Debt Service and Transfers are projected at about \$9.3 million for FY2017 and \$9.5 million for FY2018. Debt Service includes about \$600,000 related to the financing of \$8 million of projects included in the 2015 General Obligation Bond.

Assistant City Manager Cowin stated that expenses related to Capital Improvements (CIP) and Facility Improvements (FIP) will be discussed in detail at the upcoming budget workshop. Roughly \$36.3 million in projects are allocated between the CIP and FIP for the coming two years and will come from various funding sources.

City Manager Lipscomb stated the budget is currently about \$800,000 short between revenues and expenses. Departmental budgets have been sent back for additional trimming.

Mayor Thomas asked if the 3% Pay for Performance is included in current budget numbers.

City Manager Lipscomb stated that it is included; however, she reminded the City Council that this presentation is still a draft budget and awaits March data and property tax revaluation numbers to more accurately project revenues. Use of fund balance may be an option for plugging small holes in the budget, along with adjusting merit pay, seeking further cuts by departments and/or delaying or eliminating certain CIP or FIP projects.

The remaining budget schedule includes:

- Monday, April 18th: City Council Budget Workshop
- Monday, May 9th: Proposed Budget Presented to City Council
- Monday, May 23rd: Further Discussion of Proposed Budget by Council (Optional)
- Thursday, May 26th: Public Display of Balanced Budget
- Monday, June 6th: Public Hearing
- Monday, June 13th: Consideration of Budget Adoption

Financial Services Director Bernita Demery gave a brief update on the City's position with regard to fund balance. She stated that fund balance equals assets minus liabilities. It is used for day-to-day cash flow when major revenue has been received for the year and a portion set aside for emergencies. Any change to fund balance flows through the City's income statements. Fund balance amounts are either Restricted (non-spendable, restricted by State statute) or Unrestricted (committed, assigned or unassigned).



Director Demery stated a city needs fund balance for a number of reasons:

- Fund Balance is necessary for proper cash flow funds
- A portion of fund balance should be reserved for rainy day (i.e. emergency)
- A portion of fund balance could be set aside for projects and/or dedicated purposes
- Favorable bond ratings

Director Demery stated from FY2014 to FY2015 there was approximately a \$4 million decrease in fund balance, but that is not unusual for a City the size of Greenville. A \$31 million fund balance is projected for FY2016.

Director Demery reviewed the City's fund balance policy:

- The City will strive to maintain an Unassigned General Fund balance at the close of each fiscal year of at least 14.0% of the total annual operating budget.
- This policy has the effect of the City retaining approximately 1.7 months of annual expenditures unassigned, meaning that 1.7 months of operating funds are available and not designated for other purposes.
- Any excess of Unassigned Fund Balance over the 14% is recommended for transfer to the Capital Reserve for designation on one time capital projects.

Council Member Mercer asked how much of the projected fund balance will be above the 14% threshold.

Director Demery estimated \$3-\$4 million. Final projections will be in June, but they will still be unaudited at that time.

Council Member Smiley commended Director Demery for the clearest projection of fund balance that he has seen in his time on the City Council.

Council Member Mercer expressed his appreciation as well, noting there are two big question marks before the budget can be finalized. One is the County revaluation information and the other is the fund balance above the 14%. He said he recognizes the projections made tonight are just that – the City does not need to be spending that money just yet – but these projections appear to be good news.

PARKING DISCUSSION

Mayor Thomas stated he had requested the parking discussion be added to the agenda; however, his questions have been answered and there is no further need to discuss.

Mayor Pro-Tem Smith stated she has had many parking-related questions from citizens, so she does have questions she would like to discuss. There have been many changes in



parking that have not allowed adequate time for partnership. Many businesses have been impacted as communication has been inadequate. She asked about the change in front of Winslow's for compact parking. She stated all of the parking spaces measure the same and questioned why someone would be ticketed for this. She also raised concern about pay stations for the parking deck because the pay station is located far away and signage is unclear. Citizens are being penalized if they don't get it right. The deck is not being used to its full potential because people will not pay to park in the deck if they can get 2-hours of free parking outside.

Public Works Director Kevin Mulligan stated with regard to the parking deck, there are 240 spaces of which 120 are available for lease. All of the leased spaces are filled. Parking in the garage is 75¢ per hour for up to 8 hours between the hours of 8:00 am to 5:00 pm Monday through Friday.

Code Enforcement Officer Corey Barrett stated the City is looking at installing control arms and placards are being made to reflect operating hours.

Director Mulligan noted that the control arms will cause the loss of some parking spaces. The matter is currently being discussed with the City's consultant. Any change to the software for the pay stations would result in significant expense.

City Manager Lipscomb stated there has been discussion about relocating people from the street into the parking deck, and she is attempting to communicate with the hotel about their timeline.

With regard to the issue in front of Winslow's, Director Mulligan stated that four spaces were removed in that area – two in front of Winslow's and two in front of the Starlight. This was due to line of sight issues for safety reasons. The signs were changed, but there was a great deal of confusion about what qualified as a compact – was it a compact SUV or only a compact car? There were also a number of accidents and a tapering issue which was substandard according to road design. There were a number of sideswipes and a personal injury. Director Mulligan noted there was a failure on the City's part to engage the public in an effort to quickly address the safety issue.

Mayor Pro-Tem Smith noted he also failed to inform the City Council.

Council Member Smiley stated he appreciates staff examining the issue to see if the spaces can go back, but encouraged to avoid putting them back until it is certain they will remain. Currently things are changing too rapidly for citizens to learn what they must do.

Council Member Godley suggested these types of issues needs to be a first priority of the new public information person.



Mayor Pro-Tem Smith asked what will be done about parking for patrons of the new theater, and for performers that come with a tour bus.

Director Mulligan stated there will be meetings with business owners to address the needs.

Mayor Thomas suggested the City needs one person to take ownership of the parking issue.

City Manager Lipscomb stated she believes Economic Development and Revitalization Manager Johnson will do that.

(ADDED) ADOPTION OF AGREEMENT ON 401A

City Attorney Dave Holec stated the City has had an agreement since 2004 with the International City Management Association (ICMA) to implement a 401A plan for the City. The City has the plan in place for the purpose of providing a mechanism for the payment of deferred compensation to the City Manager in accordance with the City Manager's employment agreement. There is an Internal Revenue Service (IRS) requirement that the plan be updated, with a deadline of April 30, 2016. This is a plan which is administered for the City by ICMA. It is a retirement plan for governmental employees. There is one change in the plan from the previous plan. The plan continues to require that the City will pay an amount equal to 10% of the City Manger's base salary, which is agreed to pursuant to the City Manager's employment agreement. The plan previously required a 3% mandatory contribution which was put in place back in 2004 for a former City Manager. The 3% contribution is not required by the City Manager's employment agreement, so there is no need for that to continue. City Attorney Holec recommended adopting the plan with that one amendment.

Mayor Pro-Tem Smith made a motion to adopt the plan as recommended by the City Attorney. Council Member Smiley seconded the motion, which passed by unanimous vote.

CITY MANAGER'S REPORT

City Manager Lipscomb gave no report.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

The Mayor and City Council made comments about past and future events.



ADJOURNMENT

Council Member Godley moved to adjourn the meeting, seconded by Mayor Pro-Tem Smith. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 10:46 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carol L. Barwick".

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Reclassification requests and a resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan)

Explanation: **Abstract:** In an effort to improve efficiency and the effectiveness of the Recreation and Parks Department, a reclassification of existing positions allocated to the Department is proposed to accomplish these goals.

Explanation: The Recreation and Parks Department is recommending the addition of a Marketing and Events Coordinator position. Allocated funds for the vacant Business Manager position for the Bradford Creek Public Golf Course and a vacant designated part-time Tennis Instructor/Facility Attendant position will fund the proposed position. This restructuring will increase marketing of programs of the Department, develop a departmental fundraising program, enhance coordination of special projects and event management, and establish partnerships to further the programs of the Recreation and Parks Department.

A position description was developed and reviewed for the proposed position and submitted to Segal Waters Consulting for review. Segal Waters recommends that the position be assigned to Pay Grade 117.

Fiscal Note: There will be no impact to the current fiscal year budget, as lapsed salaries will cover increases. However, there could be an increase in overall salary and benefits costs of \$16,537.

Recommendation: Approve the reclassification request and the resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan) to incorporate the proposed changes.

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

Attachments / click to download

 [Resolution Amending Pay Plan to Add Recreation and Parks Special Projects Coordinator 1035568](#)

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF GREENVILLE
ASSIGNMENT OF CLASSES TO SALARY GRADES AND RANGES (PAY PLAN)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA,
RESOLVES:

Section 1. The City of Greenville Assignment of Classes to Salary Grades and Ranges is hereby amended by adding the following classifications:

<u>Classification Title</u>	<u>Pay Grade</u>
Marketing and Events Coordinator	117

Section 2. All inconsistent provisions of former resolutions, ordinances, or policies are hereby repealed.

Section 3. This resolution shall be effective September 8, 2016.

Adopted this the 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Designation of the Live United Courtyard as a City Park

Explanation: **Abstract:** The Live United Courtyard, on West Fourth Street between Evans and Washington Streets, was a joint venture developed as a *pocket park* in the central city. This action by City Council will formally incorporate it into the inventory of City parks.

Explanation: The Live United Courtyard, a creative and distinctive urban park, is located on Fourth Street between Evans and Washington Streets in uptown Greenville.

The courtyard represents a partnership between several organizations, including the United Way of Pitt County, the Redevelopment Commission, Uptown Greenville, the City of Greenville, and the Pitt County Arts Council at Emerge. The City's Public Works Department coordinated construction of the Live United Courtyard.

Uptown Greenville, the United Way of Pitt County, and the Redevelopment Commission provided funding for the implementation of this 2,000 square foot pocket park in the central business district.

This small but impactful urban park represents the redevelopment of a lot that at one time hosted a commercial structure, but was utilized as a gravel parking lot after the building was demolished years ago. In addition to being an urban outdoor public patio space, the courtyard is also one of several locations throughout the city hosting a United Way Born Learning Trail.

A January 2015 agreement between Uptown Greenville and the City established the park as the "Live United Courtyard" and designated each group's design, construction, and maintenance responsibilities.

A dedication was held on June 9, 2016.

This Council action will officially incorporate the courtyard into the City's park system.

Fiscal Note: No fiscal impact.

Recommendation: City Council designate the Live United Courtyard as a park within the City of Greenville's park system.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Resolution and deed of release to abandon a portion of a thirty foot (30') wide sanitary sewer easement across tax parcel #82587 for Lidl US Operations, LLC

Explanation: **Abstract:** Greenville Utilities Commission seeks to abandon a portion of a sanitary sewer easement located across parcel #82587.

Explanation: In order to facilitate the construction of a Lidl Grocery Store, a reconfiguration of an existing sanitary sewer easement on the site (tax parcel #82587) is necessary to facilitate the new development. At its August 18, 2016 regular meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting City Council to approve the abandonment of a portion of a 30' wide sanitary sewer easement across tax parcel #82587 and recommends City Council take similar action and requests the execution of a Deed of Release in favor of the current owner, Lidl US Operations, LLC.

Fiscal Note: No cost to the City.

Recommendation: Authorize the execution of the attached resolution and deed of release

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

Attachments / click to download

- [Map](#)
- [Resolution](#)
- [Deed of Release](#)

Reference
Map Book 79 Page 37
for additional surveyed
descriptions

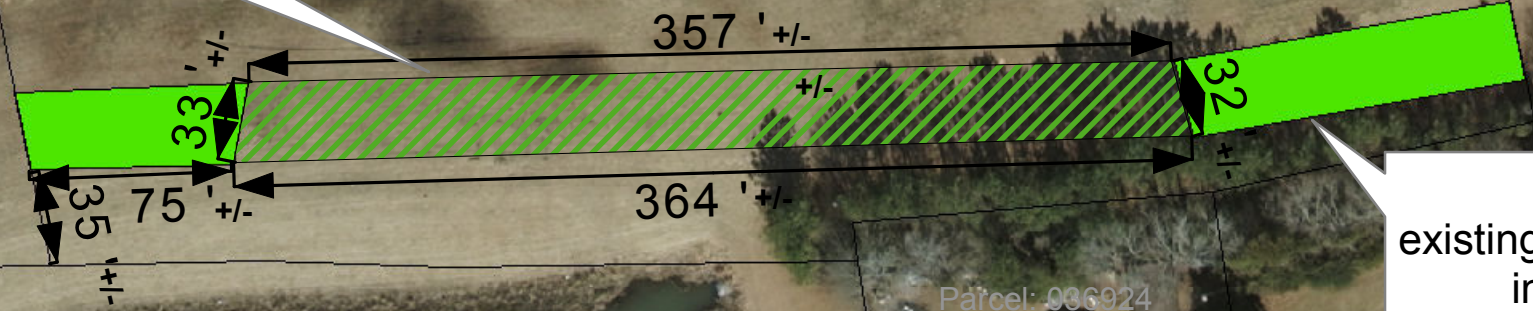
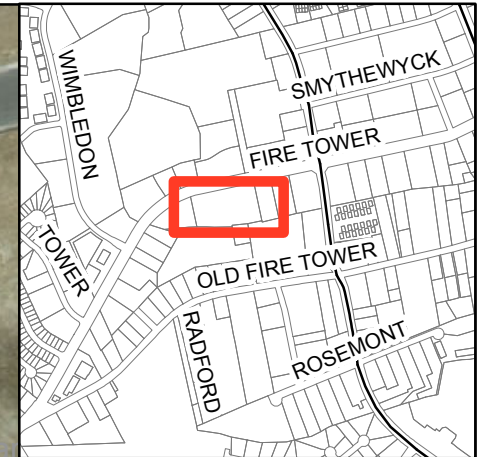
Portion of the existing
Sewer Easement, 30'
in width to be
abandoned

Parcel: 082586

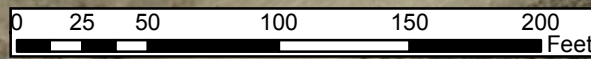
Parcel: 082587

Parcel: 086924

Parcel: 008407



Portion of the
existing Sewer Easement, 30'
in width to remain



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.

LIDL US Operations LLC
Easement to be Abandoned
Pitt Co., NC

Item # 5

Date Created: 8/4/2016

Created by: GDS

Requested by: Cliff Cahoon



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 THIRTY FOOT (30') WIDE SANITARY SEWER EASEMENT
ACROSS TAX PARCEL NUMBER 82587, ACCORDING TO THE RECORDS
IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA,
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a sanitary sewer easement thirty feet (30') in width by Grant of Sewer Easement dated July 28, 1992 appearing of record in Book 378 at Page 289, Pitt County Public Registry, across property commonly known as Tax Parcel No. 82587 according to the records in the Office of the Tax Administration of Pitt County, North Carolina, and more particularly described on that certain plat appearing of record in Map Book 79 at Page 37, Pitt County Public Registry (Exhibit "A"), and as shown on that certain diagram entitled "LIDL US Operations LLC Easement to be Abandoned" dated 8/4/2016, more specifically described on that certain diagram which is marked Exhibit "B" 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 portion of such thirty foot (30') wide sanitary sewer easement to be abandoned; and

Attachment number 2
Page 1 of 5

WHEREAS, the following portion only of such thirty foot (30') wide sanitary sewer easement is no longer needed by the Commission now or in the future:

Traveling from an Iron Post Set (IPS) at the southwest corner of Lot 6, Block F, Covington Downe Subdivision, as shown on Map Book 79 at Page 37, Pitt County Public Registry, North 11°41'20" West, 11.19 feet, more or less, to a delta point, thence, North 11°41'20" West, 24.40 feet, more or less, to a point, cornering thence, North 86°17'01" East, 75.83 feet, more or less, to a delta point, the Point of Beginning and the southwest corner of the portion of the Sanitary Sewer Easement to be abandoned, thence, North 86°17'01" East, 364.33 feet, more or less, to a delta point, cornering thence, North 3°34'23" West, 32.139 feet, more or less, to a delta point, the northeast corner of the portion of the Sanitary Sewer Easement to be abandoned, cornering thence, South 86°17'01" West, 357.42 feet, more or less, to a delta point, the northwest corner of the portion Sanitary Sewer Easement to be abandoned, cornering thence, South 8°33'17" West, 32.89 feet, more or less, to a delta point, the Point of Beginning, all as shown on that certain Final Subdivision Plat, Covington Downe Subd., Lot 6, Block F, Greenville, Winterville Twp., PWSP Pitt County, NC, dated July 14, 2015, prepared by James L. Peacock, Professional Land Surveyor No. L-5141, Timmons Group, 5410 Trinity Road, Suite 112, Raleigh, NC 27607, Telephone No. (919) 866-4951, Fax No. (919) 859-5663, www.timmons.com, NC License No. C-1652, which appears of record in Map Book 79 at Page 37, Pitt County Public Registry (recorded July 22, 2015 at 2:07 p.m.), which is marked Exhibit "A" and is attached hereto and made a part hereof, and further as shown on the diagram marked Exhibit "B" which is attached hereto and made a part hereof showing the general dimensions of the easement to be abandoned entitled "LIDL US Operations LLC Easement to be Abandoned Pitt Co., NC" dated 8/4/2016, to which reference is hereby made for clarification as to the portion of the Sanitary Sewer Easement to be abandoned.

AND WHEREAS, Commission anticipates no use or need now or in the future for such portion of such thirty foot (30') wide sanitary sewer easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such portion of such thirty foot (30') wide sanitary sewer easement previously granted;

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 thirty foot (30') wide sanitary sewer 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 of such sanitary sewer easement thirty feet (30') in width, which is to be abandoned.

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 thirty foot (30') wide sanitary sewer easement heretofore granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission by Grant of Sewer Easement dated July 28, 1992 appearing of record in Book 378 at Page 289, Pitt County Public Registry, as shown on that certain plat appearing of record in Map Book 79 at Page 37, Pitt County Public Registry (Exhibit "A"), and as shown to be abandoned on that certain diagram entitled "LIDL US Operations LLC Easement to be Abandoned" which is marked Exhibit "B" 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 portion of such thirty foot (30') wide sanitary sewer easement; and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to LIDL US OPERATIONS, LLC, or the current owner of the subject property encumbered by such portion of such thirty foot (30') wide sanitary sewer 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 the portion of such thirty foot (30') wide sanitary sewer easement to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 20__.

CITY OF GREENVILLE

Attachment number 2
Page 3 of 5

By _____
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

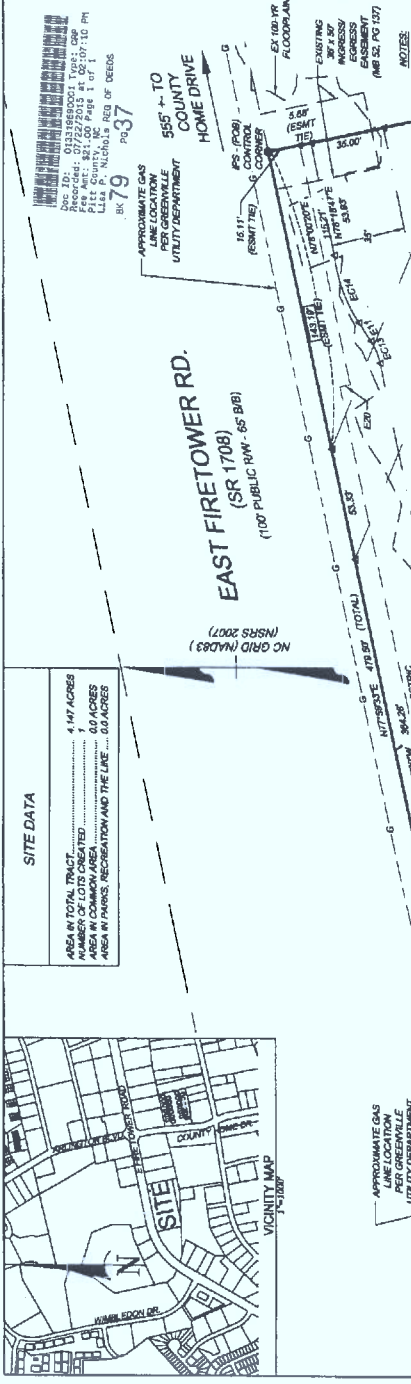
CAROL L. BARWICK, Clerk

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	771.59'	84.94'	42.61'	6°14'27"	N74°51'59"W	84.90'
C2	771.59'	5.91'	2.87'	0°25'35"	S77°42'33"W	5.74'
C3	633.88'	78.37'	38.71'	4°25'10"	S72°54'24"W	79.34'
EC1	716.58'	64.45'	42.29'	6°43'59"	S74°34'29"W	64.35'
EC12	742.96'	58.85'	48.68'	7°14'23"	N75°53'58"E	63.77'
EC13	30.00'	11.43'	5.73'	21°46'17"	N87°24'18"E	11.39'
EC14	76.84'	34.91'	17.30'	25°14'44"	N89°43'57"E	33.73'
EC15	781.59'	64.89'	42.46'	6°32'55"	S75°33'55"W	64.67'
EC16	781.59'	10.88'	6.03'	0°46'23"	S77°16'24"W	10.09'
EC17	174.00'	8.89'	4.58'	3°14'47"	S89°12'27"E	8.89'
EC18	126.00'	28.95'	15.05'	15°37'10"	N85°10'22"E	28.86'
EC19	174.00'	20.86'	10.44'	6°32'15"	N81°48'57"E	20.85'
EC20	100.00'	15.56'	6.79'	7°45'47"	N81°48'57"E	15.54'
EC21	100.00'	16.89'	8.41'	7°45'47"	S81°48'57"W	16.79'
EC22	150.00'	17.89'	8.00'	5°32'15"	S81°48'57"W	17.88'
EC23	150.00'	35.88'	17.91'	13°37'10"	S86°07'25"W	35.57'
EC24	150.00'	8.89'	4.58'	3°14'47"	N89°12'27"W	8.89'

LINE BEARING	LENGTH
E11	N65°20'32"E 10.32'
E12	N79°24'57"E 43.07'
E13	S11°41'12"E 10.07'
E14	S73°24'24"W 46.29'
E15	N79°22'57"E 276.16'
E16	N67°01'20"W 94.32'
E17	N73°49'12"E 143.17'
E18	N85°11'22"E 45.89'
E19	S85°11'20"W 45.89'
E20	S11°59'40"E 5.07'
E21	N87°12'24"W 52.08'
E22	S11°59'20"E 12.54'

AREAS COMPUTED BY COORDINATE METHOD. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD. HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM. ALL INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.

BASED ON BEARING SHOWN HEREON IS NC GRID (AS NSRS 2011). WETLANDS WERE NOT INVESTIGATED NOR NOTED ON THIS SURVEY. THIS SURVEY IS VALID AS OF THE DATE OF SURVEY. THIS SURVEY IS VALID AS OF THE DATE OF SURVEY. THIS SURVEY IS VALID AS OF THE DATE OF SURVEY. THIS SURVEY IS VALID AS OF THE DATE OF SURVEY.



SURVEYORS CERTIFICATION
 I, JAMES LAMAR PEACOCK, CERTIFY THAT THE ACTUAL FIELD SURVEY INFORMATION SHOWN ON THIS SURVEY WAS OBTAINED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA. I AM NOT PROVIDING THIS SURVEY TO ANY OTHER PARTY AND I AM NOT PROVIDING THIS SURVEY TO ANY OTHER PARTY AND I AM NOT PROVIDING THIS SURVEY TO ANY OTHER PARTY.

APPROVAL
 APPROVED BY: [Signature]
 CITY PLANNER: [Signature]

DEDICATION
 THIS UNDERGROUND HEREBY DEDICATED TO THE PUBLIC USE AS STREETS, PARKS, PLAY GROUNDS, OPEN SPACES AND EASEMENTS FOR THE USE OF THE PUBLIC.

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THE SUBDIVISION IS MADE AT THE REQUEST OF [Signature] AND THAT THE SUBDIVISION IS BEING MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SUBDIVISION ACT AND THE SUBDIVISION IS BEING MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SUBDIVISION ACT.

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PUBLIC RECORDS OF GREENVILLE, NORTH CAROLINA IS: [Signature] DEED BOOK 387, PAGE 771; [Signature] DEED BOOK 384, PAGE 108; [Signature] DEED BOOK 385, PAGE 108.

APPROVED: [Signature]
DATE: 07/14/2015
SCALE: 1" = 40'

OWNERS: THE COVENANTOWNE GROUP, LTD
ADDRESS: P.O. BOX 3075, GREENVILLE, NC 27659
PHONE: (252) 355-0752

APPROVED: [Signature]
DATE: 07/14/2015
SCALE: 1" = 40'

APPROVED: [Signature]
DATE: 07/14/2015
SCALE: 1" = 40'

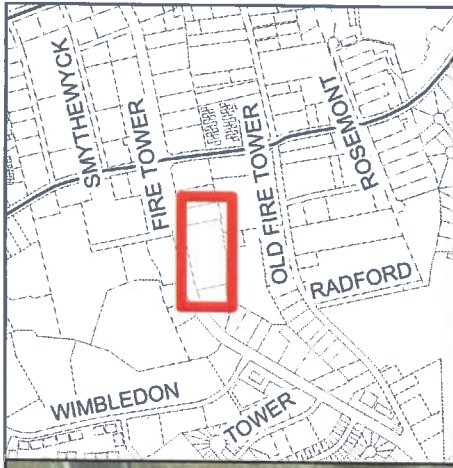
Item # 5

EXHIBIT "A"

Reference
Map Book 79 Page 37
for additional surveyed
descriptions

Portion of the existing
Sewer Easement, 30'
in width to be
abandoned

Portion of the
existing Sewer Easement, 30'
in width to remain



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.

LIDL US Operations LLC
Easement to be Abandoned
Pitt Co., NC

Date Created: 8/4/2016

Attachment number 2
Page 5 of 5

Created by: GDS

Requested by: Cliff Cahoon



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 Commission
Post Office Box 1847
Greenville, NC 27835

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the _____ day _____, 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 LIDL US OPERATIONS, LLC, a Delaware limited liability company, 3500 S. Clark Street, Arlington, Virginia, 22202, party of the second part (hereinafter called GRANTEE).

Attachment number 3
Page 1 of 8

WITNESSETH

THAT WHEREAS, the GRANTOR for the use and benefit of Greenville Utilities Commission previously received a thirty foot (30') wide Sanitary Sewer Easement by Grant of Sewer Easement dated July 28, 1992 appearing of record in Book 378 at Page 289, Pitt County Public Registry, under Map Book 70 at Page 15, Pitt County Public Registry; and

WHEREAS, the following portion of such thirty foot (30') wide Sanitary Sewer Easement is no longer needed by the Commission:

Traveling from an Iron Post Set (IPS) at the southwest corner of Lot 6, Block F, Covengton Downe Subdivision, as shown on Map Book 79 at Page 37, Pitt County Public Registry, North 11°41'20" West, 11.19 feet, more or less, to a delta point, thence, North 11°41'20" West, 24.40 feet, more or less, to a point, cornering thence, North 86°17'01" East, 75.83 feet, more or less, to a delta point, the Point of Beginning and the southwest corner of the portion of the Sanitary Sewer Easement to be abandoned, thence, North 86°17'01" East, 364.33 feet, more or less, to a delta point, cornering thence, North 3°34'23" West, 32.139 feet, more or less, to a delta point, the northeast corner of the portion of the Sanitary Sewer Easement to be abandoned, cornering thence, South 86°17'01" West, 357.42 feet, more or less, to a delta point, the northwest corner of the portion Sanitary Sewer Easement to be abandoned, cornering thence, South 8°33'17" West, 32.89 feet, more or less, to a delta point, the Point of Beginning, all as shown on that certain Final Subdivision Plat, Covengton Downe Subd., Lot 6, Block F, Greenville, Winterville Twp., PWSP Pitt County, NC, dated July 14, 2015, prepared by James L. Peacock, Professional Land Surveyor No. L-5141, Timmons Group, 5410 Trinity Road, Suite 112, Raleigh, NC 27607, Telephone No. (919) 866-4951, Fax No. (919) 859-5663, www.timmons.com, NC License No. C-1652, which appears of record in Map Book 79 at Page 37, Pitt County Public Registry (recorded July 22, 2015 at 2:07 p.m.), which is marked Exhibit "A" and is attached hereto and made a part hereof, and further as shown on the diagram marked Exhibit "B" which is attached hereto and made a part hereof showing the general dimensions of the easement to be abandoned entitled "LIDL US Operations LLC Easement to be Abandoned Pitt Co., NC" dated 8/4/2016, to which reference is hereby made for clarification as to the portion of the Sanitary Sewer Easement to be abandoned.

AND WHEREAS, such portion of such thirty foot (30') wide Sanitary Sewer Easement to be abandoned is shown on that certain plat appearing of record in Map Book 79 at Page 37, Pitt County Public Registry (Exhibit "A"), and as shown on that certain diagram entitled "LIDL US Operations LLC Easement to be Abandoned" dated 8/4/2016 (Exhibit "B"), and to which reference is hereby made for a more particular and accurate description of such portion of such thirty foot (30') wide sanitary sewer easement; and

Attachment number 3
Page 2 of 8

WHEREAS, the current owner of the underlying fee interest in such property, LIDL US OPERATIONS, LLC, has requested abandonment of such portion of such thirty foot (30') wide sanitary sewer easement to be abandoned; and

WHEREAS, Greenville Utilities Commission has requested GRANTOR to indicate formally that it has no plans or interest in such property encumbered by such portion of such 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 such portion of such thirty foot (30') wide Sanitary Sewer Easement to be abandoned as described and shown on Exhibit "A" and designated as to be abandoned on Exhibit "B", which such Exhibits are 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, such portion of such thirty foot (30') wide Sanitary Sewer Easement as shown on Exhibit "A" and more particularly as shown on Exhibit "B" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, LIDL US OPERATIONS, LLC, as the current owner of the subject property, their heirs and assigns, all the GRANTOR's rights, title and interest in and to such portion of the thirty foot (30') wide Sanitary Sewer Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, by Grant of Sewer Easement dated July 28, 1992 appearing of record in Book 378 at Page 289, Pitt County Public Registry, under Map Book 70 at Page 15, Pitt County Public Registry, all as is shown as to be abandoned on Exhibit "B" which is attached hereto and made a part hereof.

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

Attachment number 3
Page 3 of 8

By: _____
ALLEN M. THOMAS, Mayor

[SEAL]

Attest:

CAROL L. BARWICK, City Clerk

NORTH CAROLINA

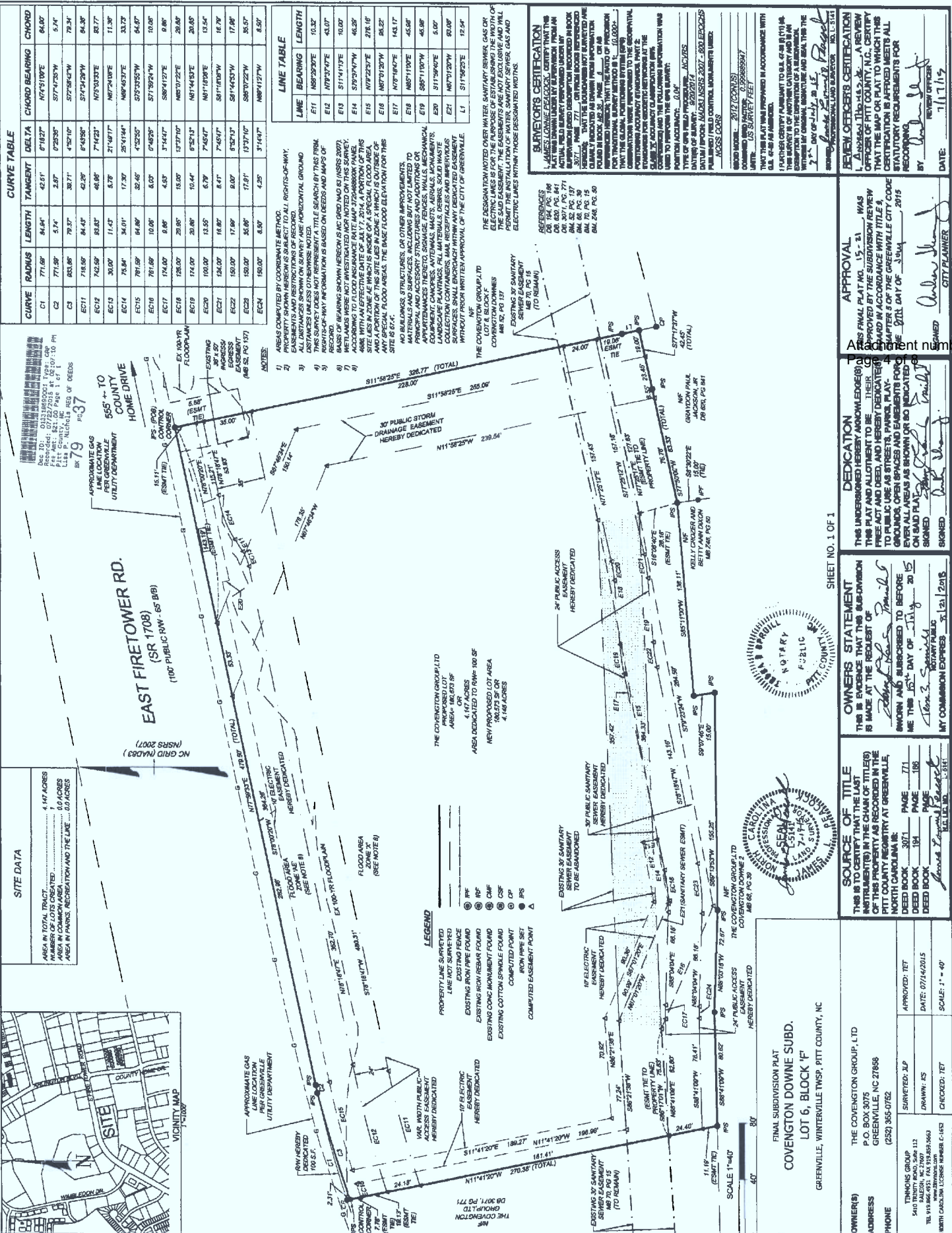
PITT COUNTY

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 _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____



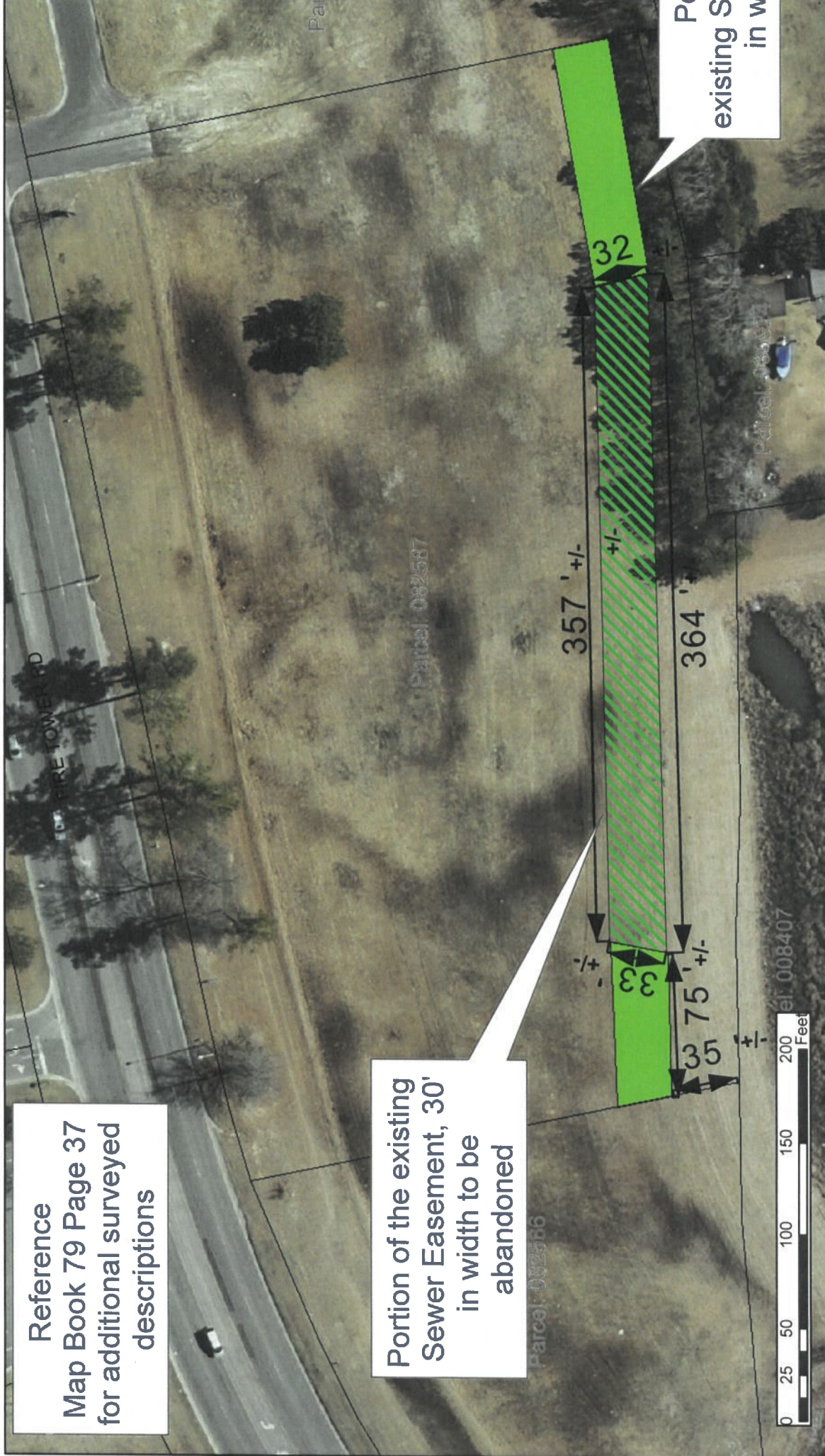
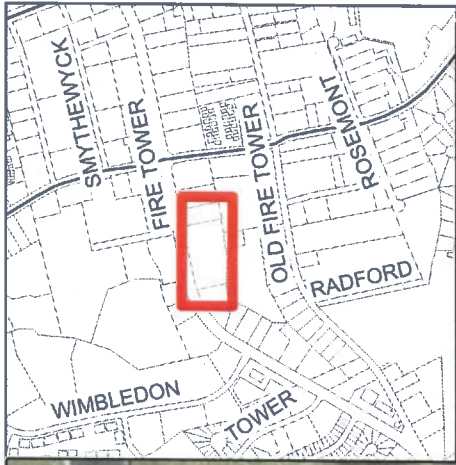
Book: 79 Page: 37 Page 1 of 1 EXHIBIT "A"

Item # 5

Reference
Map Book 79 Page 37
for additional surveyed
descriptions

Portion of the existing
Sewer Easement, 30'
in width to be
abandoned

Portion of the
existing Sewer Easement, 30'
in width to remain



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.

LIDL US Operations LLC
Easement to be Abandoned
Pitt Co., NC

Date Created: 8/4/2016

Attachment number 3
Page 5 of 8

Created by: GDS

Requested by: Cliff Cahoon



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

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING A PORTION OF A THIRTY FOOT (30') WIDE SANITARY SEWER EASEMENT
ACROSS TAX PARCEL NUMBER 82587, ACCORDING TO THE RECORDS
IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA,
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a sanitary sewer easement thirty feet (30') in width by Grant of Sewer Easement dated July 28, 1992 appearing of record in Book 378 at Page 289, Pitt County Public Registry, across property commonly known as Tax Parcel No. 82587 according to the records in the Office of the Tax Administration of Pitt County, North Carolina, and more particularly described on that certain plat appearing of record in Map Book 79 at Page 37, Pitt County Public Registry (Exhibit "A"), and as shown on that certain diagram entitled "LIDL US Operations LLC Easement to be Abandoned" dated 8/4/2016, more specifically described on that certain diagram which is marked Exhibit "B" 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 portion of such thirty foot (30') wide sanitary sewer easement to be abandoned; and

Attachment number 3
Page 6 of 8

WHEREAS, the following portion only of such thirty foot (30') wide sanitary sewer easement is no longer needed by the Commission now or in the future:

Traveling from an Iron Post Set (IPS) at the southwest corner of Lot 6, Block F, Covengton Downe Subdivision, as shown on Map Book 79 at Page 37, Pitt County Public Registry, North 11°41'20" West, 11.19 feet, more or less, to a delta point, thence, North 11°41'20" West, 24.40 feet, more or less, to a point, cornering thence, North 86°17'01" East, 75.83 feet, more or less, to a delta point, the Point of Beginning and the southwest corner of the portion of the Sanitary Sewer Easement to be abandoned, thence, North 86°17'01" East, 364.33 feet, more or less, to a delta point, cornering thence, North 3°34'23" West, 32.139 feet, more or less, to a delta point, the northeast corner of the portion of the Sanitary Sewer Easement to be abandoned, cornering thence, South 86°17'01" West, 357.42 feet, more or less, to a delta point, the northwest corner of the portion Sanitary Sewer Easement to be abandoned, cornering thence, South 8°33'17" West, 32.89 feet, more or less, to a delta point, the Point of Beginning, all as shown on that certain Final Subdivision Plat, Covengton Downe Subd., Lot 6, Block F, Greenville, Winterville Twp., PWSP Pitt County, NC, dated July 14, 2015, prepared by James L. Peacock, Professional Land Surveyor No. L-5141, Timmons Group, 5410 Trinity Road, Suite 112, Raleigh, NC 27607, Telephone No. (919) 866-4951, Fax No. (919) 859-5663, www.timmons.com, NC License No. C-1652, which appears of record in Map Book 79 at Page 37, Pitt County Public Registry (recorded July 22, 2015 at 2:07 p.m.), which is marked Exhibit "A" and is attached hereto and made a part hereof, and further as shown on the diagram marked Exhibit "B" which is attached hereto and made a part hereof showing the general dimensions of the easement to be abandoned entitled "LIDL US Operations LLC Easement to be Abandoned Pitt Co., NC" dated 8/4/2016, to which reference is hereby made for clarification as to the portion of the Sanitary Sewer Easement to be abandoned.

EXHIBIT "C"

AND WHEREAS, Commission anticipates no use or need now or in the future for such portion of such thirty foot (30') wide sanitary sewer easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such portion of such thirty foot (30') wide sanitary sewer easement previously granted;

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 thirty foot (30') wide sanitary sewer 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 of such sanitary sewer easement thirty feet (30') in width, which is to be abandoned.

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 thirty foot (30') wide sanitary sewer easement heretofore granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission by Grant of Sewer Easement dated July 28, 1992 appearing of record in Book 378 at Page 289, Pitt County Public Registry, as shown on that certain plat appearing of record in Map Book 79 at Page 37, Pitt County Public Registry (Exhibit "A"), and as shown to be abandoned on that certain diagram entitled "LIDL US Operations LLC Easement to be Abandoned" which is marked Exhibit "B" 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 portion of such thirty foot (30') wide sanitary sewer easement; and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to LIDL US OPERATIONS, LLC, or the current owner of the subject property encumbered by such portion of such thirty foot (30') wide sanitary sewer 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 the portion of such thirty foot (30') wide sanitary sewer easement to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 20____.

CITY OF GREENVILLE

Attachment number 3
Page 8 of 8

By _____
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

CAROL L. BARWICK, Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Resolution Approving Deed of Release of Restrictions for the Former Pugh's Property on West Fifth Street

Explanation: **Abstract:** RDC Gather Uptown, LLC is proposing to develop a student housing project on the former Pugh's property bounded by West Fifth Street, Greene Street, West Fourth Street, and Pitt Street. In order to facilitate the development, the developer has requested the restrictions placed on the property over 40 years ago by the former Redevelopment Commission be released. Approval by City Council is required.

Explanation: RDC Gather Uptown, LLC is proposing to develop a student housing project on the former Pugh's property bounded by West Fifth Street, Greene Street, West Fourth Street, and Pitt Street. The developer has received approval from the Board of Adjustment for a development consisting of 121 multi-family units with some retail.

The property upon which the development will occur was the site of Pugh's Tire and Service Center. George L. Pugh was conveyed the property by the Redevelopment Commission by a deed dated February 3, 1975. The deed from the Redevelopment Commission contained restrictions. These restrictions had been attached to tracts of land throughout parts of the City's commercial core more than 40 years ago, at a time in Greenville's history when the City's land use and development codes were not nearly as comprehensive as those that are in place today. In general, these restrictions mirror the City's current development codes, but there are differences.

In order to facilitate the development, the developer has requested the restrictions placed on the property by the former Redevelopment Commission be released. Release of the restrictions is sought in order to facilitate the receipt of title insurance for the development. The development will be required to comply with all requirements contained in the City's current development codes.

Attached is a copy of the following:

1. Resolution Approving a Deed of Release of Restrictions for the Former Pugh's Property on West Fifth Street;
2. Architect's Rendering of Development;
3. Deed to George L. Pugh dated February 3, 1975; and
4. Land Use Provisions, Building Requirements, and Covenants.

Fiscal Note:

The deed of release will not have a fiscal impact on the City. The development is expected to significantly increase activity throughout the Uptown Commercial District.

Recommendation:

Adopt the resolution approving the deed of release of restrictions for the former Pugh's property on West Fifth Street.

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

Attachments / click to download

- [Land Use Provisions, Building Requirements, and Covenants](#)
 - [Architects Rendering of Development](#)
 - [Deed for Pugh's Property](#)
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RESOLUTION NO. - 16
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
APPROVING A DEED OF RELEASE OF RESTRICTIONS FOR THE FORMER PUGH'S
PROPERTY ON WEST FIFTH STREET

WHEREAS, the Redevelopment Commission of the City of Greenville, a body politic and corporate (the "Commission"), pursuant to a deed recorded on February 3, 1976 in Book H44, Page 400, of the official records of the Register of Deeds of Pitt County, North Carolina (the "Restrictive Deed"), conveyed to George L. Pugh certain real property located in Greenville, North Carolina and further described in the Restrictive Deed (the "Property");

WHEREAS, the Restrictive Deed, among other things, imposed certain restrictions on the development and use of the Property and retained a right (the "Right of Reentry") for the Commission, under certain circumstances, to re-enter and take possession of the Property and terminate the estate conveyed by the Restrictive Deed, said Right of Reentry has not been exercised by the Commission or its successors;

WHEREAS, pursuant to Resolution No. 668, adopted by the City Council of Greenville (the "City Council") on October 8, 1981, the City abolished the Commission and vested all rights and powers of the Commission with the City, as a result of which the City is the successor-in-interest to the Commission with respect to all rights and powers of the Commission under the Restrictive Deed, including the Right of Reentry; and

WHEREAS, RDC Gather Uptown, LLC, the current owner of the Property, is proposing to develop a student housing complex on the Property and adjacent land and has requested the City, in order to facilitate the development of the Property, to terminate and release the Restrictive Deed and all of the City's rights, restrictions, reservations, covenants, agreements, and obligations created thereby, including but not limited to the Right of Reentry.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve a Deed of Release which forever releases, remises, terminates, extinguishes, discharges and abandons the Restrictive Deed and all of the City's rights, restrictions, reservations, covenants, agreements, and obligations created thereby, including without limitation the Right of Reentry, all of which City's rights, restrictions, reservations, covenants, agreements, and obligations to be void and of no further force and effect.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor be and is hereby authorized to execute the Deed of Release for and on behalf of the City of Greenville.

This the 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

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LAND USE PROVISIONS, BUILDING REQUIREMENTS
AND COVENANTS

WHEREAS, The Redevelopment Commission of the City of Greenville is in execution of its Project N. C. R-66, also known and referred to as the Central Business District Redevelopment Project, and in the process thereof will dispose of all the lands hereinafter described, and

WHEREAS, in accordance with its plan for redevelopment, all persons, firms or corporations acquiring any part of the same and by whomsoever owned, shall be required to improve and develop said land in accordance with the provisions, restrictions, and requirements of this instrument, to the end that the same, when improved, shall conform with standards of utility, aesthetics, and open space approved by the appropriate agencies of the City of Greenville, this Commission, and the Office of Housing and Urban Development.

THEREFORE, in accordance with its purpose and design each and every parcel of the aforesaid lands, when conveyed, shall conform to that portion of the provisions of this instrument to which it is made subject; and each deed of conveyance shall require use of the lands described therein in one of the following categories:

- (1) Residential
- (2) Office and Institutional
- (3) Commercial Fringe
- (4) Commercial Core

Each category being less restrictive in ascending number as set out above. However, nothing shall prevent lands conveyed for a less restrictive use from being used and improved in accordance with a more restrictive category; by way of example only, lands conveyed for wholesale business use, may be used for commercial or residential purposes provided the more restrictive requirements as set out herein for such use is observed. In no case may lands subjected to a more restrictive use be utilized for a less restrictive category.

I. The lands subject to the provisions of this instrument are described as follows:

Beginning at the intersection of the south right-of-way of Second Street and the west right-of-way of Greene Street and running west with the south right-of-way of Second Street 132 feet to a property corner; thence south along the rear lot lines of the properties facing the west side of Greene Street approximately 233 feet to the northwest corner of a lot facing the north side of Third Street, which is the second lot west of Greene Street; thence south along a property line

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105 feet to the north side of Third Street; thence continuing southward approximately 50 feet to the south right-of-way line of Third Street; thence west along the south right-of-way line of Third Street approximately 50 feet to a property corner; thence south along a property line approximately 160 feet to a property corner; thence east along a property line approximately 65 feet to a property corner; thence south along a property line 150 feet to the north right-of-way line of Fourth Street; thence west along the north right-of-way line of Fourth Street approximately 15 feet to a point which is the northward extension of the western property line of the lot at the southwest corner of Greene and Fourth Streets; thence south across Fourth Street and along the rear lot lines of the properties facing on the west side of Greene Street, the same being an irregular line, approximately 310 feet to a property corner; thence west along a property line approximately 46 feet to a property corner; thence south along a property line approximately 90 feet to a point on the north right-of-way line of Fifth Street; thence west along the north right-of-way line of Fifth Street and said line extended across Pitt Street approximately 135 feet to the intersection of the west right-of-way line of Pitt Street with the north right-of-way line of Fifth Street; thence southwest to the intersection of the west right-of-way line of Pitt Street with the south right-of-way line of Fifth Street; thence south along the west right-of-way line of Pitt Street and said line extended across Bonners Lane approximately 420 feet to a point; thence east approximately 40 feet to a point on the east right of line of Pitt Street; thence south along the east right-of-way line of Pitt Street 200 feet to a property corner; thence east along a property line approximately 113 feet to a point; thence south along a line which is parallel to the west side of Greene Street and approximately 164 feet from said west side of Greene Street approximately 29 feet to a point on a property line; thence in a southeasterly direction along a property line approximately 40 feet to a property corner on the north side of an alley; thence in a southeasterly direction along the north side of an alley approximately 55 feet; thence in a southeasterly direction across said alley along a property line approximately 90 feet to a point on the northwest right-of-way line of Dickinson Avenue; thence in a northeasterly direction along the northwest right-of-way line of Dickinson Avenue approximately 35 feet to a point; said point being on an extension of the southwestern right-of-way of Eighth Street; thence in a southeasterly direction across Dickinson Avenue approximately 40 feet to the intersection of the southeastern right-of-way line of Dickinson Avenue and the southwestern right-of-way line of Eighth Street; thence in a southeasterly direction along the southwest right-of-way line of Eighth Street approximately 559 feet to the western right-of-way line of Washington Street; thence south along the west right-of-way line of Washington Street approximately 65 feet; thence east across Washington Street and along the rear property line of the lots facing on the south side of Eighth Street approximately 150 feet to a property corner; thence south along the rear lot lines of the lots facing on the west side of Evans Street 165 feet to a property corner; thence east along a property line approximately 60 feet to a property corner; thence south along the rear lot lines of the lots facing the west side of Evans Street and across Ninth Street approximately 135 feet to a point on the south right-of-way line of Ninth Street; thence west along the south side of Ninth Street approximately 7 feet to the northwestern corner of the lot on the southwestern corner of the intersection of Ninth and Evans Streets; thence south along a property line 82.5 feet to a property corner; thence west along a property line approximately 50 feet to a property corner; thence south along a property line 82.5 feet; thence east along a property line approximately 7 feet to a property corner; thence south along a property line approximately 56 feet to a property corner; thence east along a property line approximately 30 feet to a property corner; thence south along a property line approximately 31 feet to a property corner; thence east along a property line approximately 10 feet to a property corner; thence south along a property line and along said line extended approximately 150 feet to a point on the south right-of-way line of Tenth Street; thence east along the south right-of-way line of Tenth Street approximately 32 feet to a property corner; thence south along a property line 82.5 feet to a property corner; thence east along a property line 99.6 feet to a point on the west right-of-way line of Evans Street; thence east across Evans Street and along a property line approximately 159 feet to a property corner; thence north along a property line and along said property line extended approximately 155 feet to the north right-of-way of Tenth Street; thence east along the north side of Tenth Street approximately 13 feet to a property corner the same being the southeast corner of the lot at the northeast corner of the intersection of Tenth and Evans Street; thence north along the rear lot lines of the lots facing on the east side of Evans Street 165 feet to a property corner; thence east along a property line approximately 8 feet to a property corner; thence north along a property line 82.5 feet to a property

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corner; thence west along a property line approximately 25 feet to a property corner; thence north along a property line and along said property line extended approximately 132.5 feet to a point on the north right-of-way line of Ninth Street; thence east along the north side of Ninth Street approximately 10 feet to a property corner the same being the southeast corner of the lot at the northeast corner of Ninth and Evans Street; thence north along a property line 82.5 feet to a property corner; thence east along a property line approximately 32 feet to a property corner; thence north along a property line 82.5 feet to a property corner; thence east along a property line approximately 55 feet to a property corner; thence north along the rear lot lines of the lots facing on the east side of Evans Street approximately 95 feet to a property corner; thence north along a property line 70.5 feet to the south right-of-way line of Eighth Street; thence east along the south right-of-way line of Eighth Street approximately 370 feet to a point 10 feet east of the intersection of the east right-of-way line of Cotanche Street and the north right-of-way line of Eighth Street; thence north along the proposed east right-of-way line of the proposed Downtown Loop approximately 1080 feet to the intersection of the proposed right-of-way with the existing southern property line of a lot facing the south side of Fifth Street; thence northeast approximately 210 feet along a property line to a property corner; thence north along a property line 10 feet to the south right-of-way line of Fifth Street; thence west along the south right-of-way line of Fifth Street approximately 255 feet to the west right-of-way line of Reade Street; (from this point on to the point of beginning, the boundary is coterminous with the boundary of Project N. C. R-15) thence north along the west right-of-way line of Reade Street approximately 388 feet to the south right-of-way line of Fourth Street; thence west along the south right-of-way line of Fourth Street approximately 174 feet to a point approximately 95 feet east of the eastern right-of-way line of Cotanche Street; thence north across Fourth Street and along the east property line of the parcel northeast of the intersection of Cotanche and Fourth Streets approximately 128 feet to a property corner; thence east along a property line approximately 41 feet to a property corner; thence north along the rear property lines of lots facing the east side of Cotanche Street approximately 132 feet to a property corner; thence east along a property line approximately 60 feet to a property corner; thence north along a property line approximately 121 feet to a point 5 feet south of the south right-of-way line of Third Street; thence west parallel with the south right-of-way line of Third Street approximately 64 feet to a point; thence north across Third Street and along the rear property lines of the lots facing on the east side of Cotanche Street approximately 223 feet to a property corner; thence east along a property line approximately 137 feet to a corner; thence northerly approximately 50 feet to a corner; thence westerly approximately 79 feet to a corner; thence northerly approximately 56 feet to a corner; thence westerly approximately 59 feet to a corner; thence northerly approximately 55 feet to a corner which is located in the southern right-of-way line of Second Street and is the northeastern corner of the parcel located southeast of the intersection of Second and Cotanche Street; thence westerly along the southern right-of-way line of Second Street across Cotanche and Evans Streets approximately 496 feet to the western right-of-way line of Evans Street; thence southerly along the western right-of-way line of Evans Street approximately 165 feet to the northern property line of the Pitt County Courthouse property; thence westerly approximately 161 feet to a property corner; thence northerly approximately 85 feet to a property corner; thence westerly approximately 96 feet to the eastern right-of-way line of Washington Street; thence northerly with said right-of-way line approximately 83 feet to the southern right-of-way line of Second Street; thence westerly approximately 355 feet to the western right-of-way line of Greens Street, being the place of beginning.

The above described area contains 74.1 acres, more or less.

II. Land Use Provisions and Building Requirements:

In addition to the controls of the plan here set forth, the provisions of the Zoning Ordinance of the City of Greenville, as amended, will control. In all cases the more restrictive control will govern the minimum standards.

Definitions: Unless otherwise expressly stated, words shall have the meaning as

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defined in the Zoning Ordinance of the City of Greenville, as amended. Words used in the present tense include the future. The singular number includes the plural and the plural the singular. The word "shall" is mandatory, not directory.

A. Permitted Uses

Within the boundaries of the hereinbefore described tract, the following uses shall be permitted:

- (1) Residential Use
- (2) Office and Institutional Use
- (3) Commercial Fringe Use
- (4) Commercial Core Use

The uses described in the above sections shall be those uses defined in the Zoning Ordinance of the City of Greenville as amended. In cases of doubt, and question, the Planning and Zoning Commission of the City of Greenville shall interpret this section and its restrictions and requirements, and its decision shall be binding on all parties.

B. General Regulations and Controls

The following general regulations and controls shall apply to all land within the project area, and described in Section I hereof. These regulations and controls are in addition to those set forth in the previous sub-section.

(a) Architectural Control

No building shall be erected, placed or altered on any parcel in the Public Use Areas, Commercial Use Areas, or Residential Use Areas until the building design, as shown by the plans, specifications, and plot plan showing the location of such building, have been approved in writing as to harmony of external design with existing structures in the areas in which the building is proposed to be located and as to location with respect to topography and finish grade elevations. External design shall be construed to include the entire site development of the parcel, including landscaping, signs, fences, walls, parking areas, and other appurtenances. Such approval may be given only by the Redevelopment Commission of the City of Greenville.

In the event the Redevelopment Commission of the City of Greenville fails to approve or disapprove a design and location within forty-five days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such

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alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

(b) Obstructions to Vision at Street Intersections

No retaining walls, embankments, fences, shrubbery, signs, marquees, buildings, or other obstructions to vision, whatsoever, between the heights of three (3) feet and ten (10) feet above the center line grades of intersecting streets and the center line grades of a parking access driveway with a street, shall be permitted within the triangular area formed by right-of-way lines at such corners and a straight line adjoining said right-of-way lines at points which are twenty-five (25) feet distance from the intersection of the right-of-way lines and measured along said right-of-way lines.

(c) Easements

When necessary for poles, electric lines, conduits, storm sewers and sanitary sewers, gas lines, water pipe lines, or other services, utility easements now existing, and to be granted by the Redevelopment Commission of the City of Greenville, shall be reserved and shown on a recorded plat of record in the Pitt County Registry prior to conveyance of each parcel so affected. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Any use of these easements by property owners shall be subject to the approval of the authority having jurisdiction. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility company is responsible.

(d) Nuisances

No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done thereon which may become an annoyance or nuisance to adjacent or neighboring owners.

(e) Accessory Uses in Residential Areas

Accessory buildings in residential areas shall be located not less than sixty (60) feet from the front line of the lot or if not part of the main

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building not less than ten (10) feet from any portion of the principal building and not less than five (5) feet from any parcel line. An accessory use such as a church public bulletin board and temporary signs pertaining to the sale or lease of a building, parcel or premises may be located in any yard area provided that it is not illuminated, either directly or indirectly, and that the total area does not exceed twelve (12) square feet.

(f) Temporary Structures

No structure of a temporary character-trailer, basement, tent, shack, garage, barn or other outbuilding - shall be used at any time on any residential or commercial parcel either temporarily or permanently.

(g) Livestock

No rearing of animals, poultry, birds or the like for commercial purposes shall be permitted on any residential, business or public parcel within the Project Area.

(h) Sign Requirements

1. General regulations:

- a. The following regulations shall apply to all existing and proposed signs, advertisements, or displays visible or intended to be viewed from the exterior of any structures in the project area.
- b. No ground sign, marquee sign, pole sign, projecting sign, roof sign, suspended sign, or wall sign shall be erected by any person until its plan, design, color, and location have been approved by the Project Area Committee, and a permit has been granted by the Project Inspector. For illuminated signs, an additional permit is required from the Electrical Inspector.
- c. No ground sign, marquee sign, pole sign, projecting sign, roof sign, suspended sign, or wall sign in the project area shall hereafter be altered, rebuilt, enlarged, extended, or relocated except in conformity with the regulations contained herein. No sign shall be attached or painted on any telephone pole, light pole, telegraph pole, or on tree, rock, or other natural object.
- d. Billboards are expressly prohibited within the boundaries of the Renewal Project.

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- e. Signs existing on the date these standards become effective will be expected to comply with the regulations contained herein. Signs which do not so comply must be brought into compliance within a maximum period of three (3) years from the effective date of these standards, but may be required to comply within a shorter period if the Project Inspector shall determine that compliance is feasible within said shorter period. When required, signs shall be repaired or shall be removed at the expense of the owner or operator of the premises.
- f. All signs shall be maintained in such a manner as to ensure the safety of pedestrians, customers, employees, and all other persons in the project area for any purpose. Should any sign become insecure or dangerous in any manner, the Project Inspector shall notify the owner and/or operator of the premises of the repairs to be made. If compliance with such an order is not secured within the time period specified by the Project Inspector, the sign shall be removed at the expense of the owner or operator of the premises.
- g. All signs which are obsolete, e. g. noting a business, product, service or activity no longer on the premises, shall be removed within six (6) months from the effective date of these standards at the expense of the owner or operator of the premises.
- h. All signs shall be harmonious with the overall structural appearance to be achieved through rehabilitation, and must not adversely affect the general appearance of the project area. All signs which have weathered or faded excessively, or upon which the paint has peeled or cracked excessively, or (if electrical) are non-operative or broken, shall be either put in a good state of repair or removed at the expense of the owner or operator of the premises.
- i. Illuminated signs shall be so designed and placed that direct or reflected light or glare shall not constitute a hazard or annoyance to motorists, pedestrians, or occupants of adjoining property.
- j. All signs shall conform to provisions of Section 2302 (Structural Requirements) and Section 2302 (Construction) of the N. C. State Building Code, 1967 Edition.

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2. Ground signs: No ground sign shall be at any point over 18 feet in height above the ground on which it rests. Each shall have an open space of not less than 2 feet and not more than 6 feet between the lower edge of the sign and the ground level. This space may be filled in with supports and decorative lattice work, provided that open spaces in such lattice work shall not be less than 16 square inches in area, and that at least 50 percent of the space between the lower edge of the sign and the ground level shall not be filled in. Ground signs of more than 13 feet in height shall be constructed entirely of noncombustible materials. A ground sign which is illuminated may have lighting reflectors projecting 6 feet beyond the building setback line.
3. Marquee signs: Marquee signs shall in no case extend beyond a line drawn perpendicularly upward from the sidewalk 2 feet inside the curb line. No part of any marquee sign shall be less than 10 feet above the sidewalk or grade line. Marquee signs may be placed the entire length or width of a marquee, but no such sign shall extend more than 5 feet in vertical height.
4. Pole signs: No pole sign shall be at any point over 18 feet in height above the ground on which it rests, nor shall any such sign maintain a clearance of less than 10 feet above the ground, nor shall any such sign project more than 4 1/2 feet beyond the building setback line, nor beyond a line drawn perpendicularly upward from the sidewalk 2 feet inside the curb line.
5. Projecting signs: No projecting sign shall project from the face of a building or structure more than 10 feet, nor shall any such sign project more than 4 1/2 feet beyond the building setback line, nor shall any such sign project beyond a line drawn perpendicularly upward from the sidewalk 2 feet inside the curb line. No part of any projecting sign shall be less than 10 feet above the sidewalk or grade line. No projecting vertical sign shall extend above the roof or top of the cornice wall, except that when a vertical sign is less than 4 1/2 feet in width from the building setback line it may extend to 10 feet above the roof or top of the cornice wall.
6. Roof signs: In no case shall a roof sign be so placed as to prevent free passage from one part of the roof to any other part. Every roof sign shall be set back at least 4 feet from the face of any front or rear wall, and in no case shall any part of a roof sign project beyond any exterior wall. If the sign is illuminated, however, lighting reflectors may project 6 feet

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beyond the building setback line. No roof sign structure having a closed or solid surface shall be at any point over 18 feet above the roof level. All roof signs, as well as their supports, braces, and anchors, shall be kept in good repair and, unless made of noncorroding materials, shall be painted at least once every two years.

7. Suspended signs: No part of any suspended sign shall be less than ten (10) feet above the sidewalk or grade level.
8. Wall signs: Display signs placed against the exterior walls of buildings or structures shall not extend more than 12 inches from the wall surface, nor shall their lowest edge be less than 9 feet above the sidewalk or grade level. Such signs shall not exceed 40 square feet in area unless made entirely of noncombustible materials. Wall signs shall not extend beyond the top or ends of the wall surface on which they are placed, nor shall any wall sign be so erected as to cover any portion of an opening required for ingress, egress, or ventilation. Wall signs shall be securely attached to the building by means of metal anchors, bolts, or expansion screws, signs shall not be fastened to wooden blocks or nailing strips built into the masonry. All wall signs shall be kept in good repair and appearance.

(1) Off-Street Parking

Except in the Commercial Core Area, adequate off-street parking space shall be provided by the redeveloper to accommodate the vehicles of all employees, customers and other visitors. Said space shall be provided on the same lot as the building which it serves is located. No parking space shall be arranged so as to necessitate the backing to vehicles into the traveled roadway or pedestrian-way of a public street. All parking areas and access thereto shall be paved and properly maintained and drained. The pavement base shall be constructed on a suitable sub-grade and of highway materials which have proven satisfactory for the local climate and soil conditions. The pavement wearing surface shall be of cement concrete or bituminous material which is impervious to water and which will support the contemplated traffic load. No off-street parking area shall be constructed, altered, extended or used until the construction materials and methods have been approved by the Redevelopment Commission. All off-street parking, loading and service areas shall be separated from walkways, sidewalks and streets by curbing or other suitable protective device to prevent vehicles from hanging

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over these use areas. Individual parking stalls shall measure at least nine (9) feet by twenty (20) feet. In addition, convenient access to each parking stall shall be provided by travel lanes and maneuvering area of proper dimensions within the private property lines. No parking area shall be provided or used within a required front yard or, in the case of a corner lot, in the side yard abutting the side street. Parking may be provided in a required rear yard or in a required side yard where such yard does not abut a street, provided however that no parking shall be less than three (3) feet from any side or rear property line. In addition to the requirements set forth in the paragraph entitled "Submission of site and building plans," no building shall be erected, placed, altered, or extended on any lot until a site plan showing the proposed location of the building, parking areas, loading areas and access has been approved by the Redevelopment Commission and the Planning and Zoning Commission. Specific requirements for off-street parking will be determined by the Redevelopment Commission after obtaining a recommendation of the Planning and Zoning Commission. In making such determinations, the Commission will consider the following guideline requirements as minimums:

Types of Uses	Minimum required off-Street Parking Space
Apartment and Multi-family dwelling	One and one-half (1 1/2) spaces for each unit.
Auditorium or Theatre	One (1) space for each four (4) seats in the largest assembly area.
Auto Wash	One (1) space for each two (2) employees on shift of greatest employment, plus one (1) space for the manager and reserve spaces equal to five times the capacity of the car wash at the location of ingress and egress.
Bowling Alley	Three (3) spaces per alley plus requirements for any other use associated with the establishment such as a restaurant, etc.
Church or other place of worship	One (1) space for each six (6) seats in the nave or main auditorium; not applicable in the CBD District.
Club or Lodge	One (1) space for each one hundred (100) square feet used for assembly or dancing.
Fraternity or Sorority	One (1) space for each resident occupant.
Commercial or personal Service Establishment	One (1) space for each one hundred (100) square feet of non-storage floor area.
Hotel	Two-thirds (2/3) space for each guest room, suite, or unit plus one (1) space for each two (2) employees.
Library	One (1) space for each three (3) seats provided for patron use.
Medical and Dental Offices and Clinics	Five (5) spaces for each practicing doctor or dentist at the office or clinic, plus one (1) space for each employee.
Mortuary or Funeral Home	One (1) space for each four (4) seats in the assembly room or chapel plus a minimum of five (5) spaces for funeral vehicles plus one (1) space for each two (2) employees.

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Types of Uses	Minimum required off-street parking space
Motel	One (1) space for each unit plus one(1) space for each two (2) employees plus requirements for any other use associated with the establishment.
Office Building	One (1) space for each two hundred (200) square feet of gross floor area.
Restaurant or place dispensing food, drink , or refreshments	One (1) space for each three (3) seats plus one (1) space for each two (2) employees.
Restaurant, drive-in	One (1) space for each three (3) seats plus a minimum of fifteen (15) spaces for drive-in service plus one (1) space for each two (2) employees.
Service Station	Five (5) spaces for each grease or wash rack and one (1) space for each two (2) employees, but no fewer than ten (10) spaces. These spaces required are exclusive of vehicle service areas.

(J) Loading

Every building or structure used for business, trade or industry hereafter erected except in the Commercial Core Area shall provide space as indicated herein for loading and unloading of vehicles off the street or off the public alley. Such space shall have access to an alley or if there is no alley, to the street. For the purpose of this requirement, an off-street loading and unloading space shall have minimum dimensions of twelve (12) feet by sixty (60) feet and an overhead clearance of fifteen (15) feet in height above the alley or street grade.

Types of Uses	Minimum Required Off-Street Loading Space
Retail Business	One (1) space for each five thousand (5,000) square feet of floor space or major fraction thereof, but not to exceed two (2) spaces.
Wholesale or Industrial	One (1) space for each ten thousand (10,000) square feet of floor space or major fraction thereof but not to exceed three (3) spaces.

C. Period of Duration of These Provisions

The provisions and requirements established in this Redevelopment Plan shall become effective on the date said Plan is approved by the City Council of the City of Greenville.

Said provisions and requirements shall run with land, and shall bind and inure to the benefit of the declarant and the owner or owners of property within the project area, their respective heirs, executors, administrators, successors and assigns and shall remain in effect until April 1, 1989, at which time they shall be automatically

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extended for successive five year intervals, unless a majority of the then owners elect, by written instrument, to modify or void said provisions and requirements.

D. Other Conditions

No covenant, agreement, lease, conveyance, or other instrument shall be affected or executed by the Redevelopment Commission of the City of Greenville or the purchasers or lessors from it (or any successors in interest of such purchasers or such lessors) which restricts the land in the project area upon the basis of race, creed, or color, and the sale, lease or occupancy thereof.

E. Enforcement

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of this instrument either to restrain violation or to recover damages.

F. Severability

Invalidation of any one of these provisions or conditions by Judgements or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the REDEVELOPMENT COMMISSION OF THE CITY OF GREENVILLE, has caused this instrument to be executed by its Chairman, attested by its Secretary, and its corporate seal hereto affixed, all by authority duly given.

REDEVELOPMENT COMMISSION OF
THE CITY OF GREENVILLE
BY: [Signature] (SEAL)

ATTEST:

[Signature]
Secretary

NORTH CAROLINA,

PITT COUNTY.

I, Hazel J. Moss, a Notary Public in and for the aforesaid County and State, do hereby certify that J. M. Laney personally appeared before me this day and acknowledged that he is the Secretary of the Redevelopment Commission of the City of Greenville, and that by authority duly given by its Board of Commissioners, and as the act of the Commission, the foregoing instrument was signed in its name by its Chairman, Billy B. Laughinghouse, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal this the 13th day of September, 1974.



Hazel J. Moss
NOTARY PUBLIC

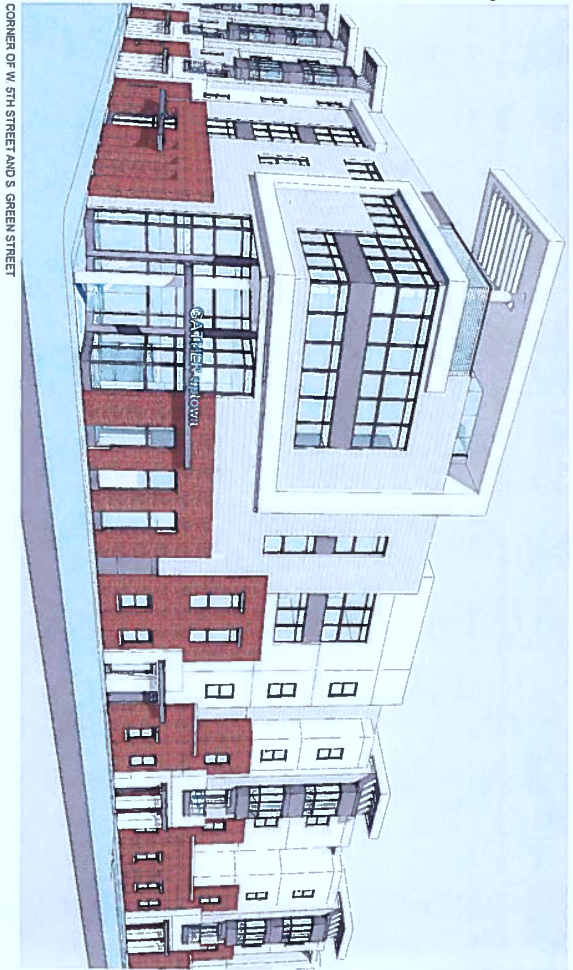
My commission expires: Jan. 30, 1975
N. C. R-65

12

NORTH CAROLINA: PITT COUNTY
The foregoing certificate of Hazel J. Moss N. P. of Pitt County, NC
is certified to be correct.
Filed for registration at 9:34 o'clock A. M. this 15th day of September, 1974

ELVINA T. ALLEN, Notary of Deeds
By: [Signature]

BOOK & PAGE NO., 1967



CORNER OF W 5TH STREET AND S GREENE STREET



W 5TH STREET



S GREENE STREET



S GREENE STREET



W 5TH STREET

GATHER: UPTOWN

W 5TH AND S GREEN ST.
GREENVILLE, NC



09/22/2015
DANIELIAN ASSOCIATES
ARCHITECTURE + PLANNING
© 2015. SOLO/ REFERENCE ONLY/ ARCHITECT'S PRELIMINARY



NORTH CAROLINA

PITT COUNTY

THIS DEED, made this the 6th day of February, 1975, by REDEVELOPMENT COMMISSION OF THE CITY OF GREENVILLE, a body politic and corporate, of Pitt County, North Carolina, party of the first part, to GEORGE L. PUGH, of Pitt County, North Carolina, party of the second part;

W I T N E S S E T H :

That the party of the first part, in consideration of the sum of TEN DOLLARS, (\$10.00), and other Attachment number 4
Page 1 of 7 valuable considerations to it paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does give, grant, bargain, sell, and convey to GEORGE L. PUGH, party of the second part, his heirs and assigns, the following described lot or parcel of land situate, lying and being in the City of Greenville, Pitt County, North Carolina, and more particularly described as follows:

On the west side of Greene Street between Fourth and Fifth Streets, and BEGINNING at a point in the new western property line of Greene Street (Greene Street being 60 feet wide), at a point 169.85 feet at a bearing of North 12-45-44 East from the point of intersection of the new northern property line of Fifth Street (Fifth Street being 60 feet wide), with the new western property line of Greene Street, and which beginning point is further identified as being the Wooten northeast corner, and from said beginning point, running North 78-51-38 West and along the Wooten line 121.60 feet to a stake; thence North 12-31-00 East 75.05 feet to a stake, the southwest corner of the Richard Williams Heirs property; thence South 79-14-52 East and along the Williams Heirs line 121.95 feet to a stake in the new western property line of Greene Street; thence South 12-45-44 West and along the new western property line of Greene Street 75.88 feet to the point of BEGINNING.

-2-

This conveyance is made subject to the following easements and covenants running with the land, to-wit:

1. GENERAL COVENANTS:

A. The covenants running with the land set forth and particularized in part of the first part's covenants, conditions and restrictions, appearing of record in the Pitt County Registry in Book W-42, at Pages 501 through 512, reference to which are hereby directed for the purpose of including the provisions of same as if copied herein word for word, and this property shall conform to the class of use as set out in the above instrument defined as "fringe commercial".

Attachment number 4
Page 2 of 7

The property is subject to and shall be required to observe a building set-back line of 10 feet from the property line of Greene Street.

B. Party of the second part shall commence work on the improvements in accordance with plans approved by the party of the first part not later than twelve, (12), months from the date of this instrument and shall diligently prosecute such, and shall complete the improvements within eighteen, (18), consecutive calendar months from the date of this instrument.

C. Promptly after completion of the improvements in accordance with the approved plans and provisions of this instrument, the party of the first part shall furnish party of the second part an appropriate instrument certifying to the satisfaction completion of the improvements. Such certification shall be

in a form recordable in the office of the Register of Deeds of Pitt County, North Carolina, and upon such recordation, all general and special covenants referring to construction of improvements on the property shall be deemed to have been satisfied in full and that party of the second part has fully complied with the same in every particular.

D. The party of the second part agrees for himself his heirs and assigns, to or of the property or any part thereof, that the party of the second part and such heirs and assigns shall:

(1) Not discriminate upon the basis of ^{Attachment number 4} race, color, ^{Page 3 of 7} Religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected hereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the party of the first part (b) the City of Greenville, North Carolina, and any successor in interest to the property, or any part thereof (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and (d) the United States, against the party of the second part, his heirs and assigns, and every successor in interest to the property, or any part thereof or interest therein, and any part in possession or occupancy of the property or any part thereof.

In amplification, and not in restriction of, the provisions of Sections 1-A and 1-D (1) it is intended and agreed that the party of the first part and its successors and assigns shall be deemed beneficiaries of the covenants provided in Sections 1-A and 1-D (1) hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-D (1)

-4-

hereof, both for and in their or his own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the party of the first part and the United States, for the entire period during which such covenants shall be in force and effect, without regard to whether the party of the first part or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. The party of the first part shall have the right, in the event of any breach of any such covenants, and the United States shall have the right, in the event of any breach of the covenant provided in Section 1-A (1) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

2. SPECIAL COVENANTS:

A. The following Special Covenants and/or easements, to-wit:

The party of the second part agrees for himself, his heirs and assigns, to or of the property or any part thereof, that in the event that subsequent to conveyance of the real estate or any part thereof to the party of the second part and prior to completion of the improvements as certified by the party of the first part:

(a) The party of the second part (or successor in interest) shall default in or violate their obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof),

or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within six (6) months if the default is with respect to the date for completion of the improvements) after written demand by the party of the first part so to do; or

(b) The party of the second part (or successor in interest) shall fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien except for the purpose of obtaining (a) funds only to the extent necessary for making ^{Attachment number 4} ~~the~~ ^{Page 5 of 7} improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the party of the second part to the party of the first part; or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's lien, or any unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the party of the first part made for such payment, removal, or discharge, within ninety (90) days after written demand by the party of the first part so to do; or

(c) there is, in violation of said Contract of Sale, heretofore executed by the parties to this deed, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the party of the second part, or with respect to the identity of the parties in control of the party of the second part or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the party of the first part to the party of the second part, the party of the first part shall have the right to re-enter and take possession of the property and to terminate (and re-vest in the party of the first part) the estate conveyed by this Deed to the

party of the second part; provided, that any such right of re-entry shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

- (1) The lien of any valid mortgage or Deed of Trust permitted by paragraph 2A (b) Special Covenants: and
- (2) Any rights or interest provided in the Contract of Sale for protection of the trustees of any such Deed of Trust or the holders of any such mortgage.

TO HAVE AND TO HOLD the above described lot or parcel of land, together with all the rights, ^{Attachment number 4} ~~privileges~~ and appurtenances thereunto belonging or in anywise thereto appertaining unto GEORGE L. PUGH, party of the second part, his heirs and assigns, in fee simple, forever.

And the party of the first part covenants to and with the party of the second part that it is seized of said premises in fee and has the right to convey the same in fee simple; and that the same are free and clear of all encumbrances, except the provisions and restrictions referred to and set out herein, and except as herein limited, it does hereby forever warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has caused this instrument to be executed in its name by its Chairman, attested by its Secretary, and its corporate seal hereto affixed, all by authority of its Board of Commissioners duly given, this the day and year first above written.

REDEVELOPMENT COMMISSION OF
THE CITY OF GREENVILLE

By: Belle B. Campbell (SEAL)
Chairman



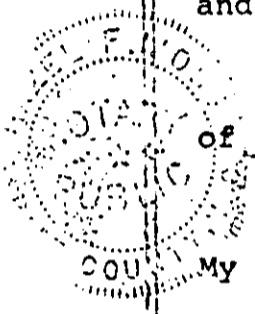
[Signature]
Secretary

NORTH CAROLINA

PITT COUNTY

I, Hazel F. Moss, a Notary Public in and for the aforesaid County and State, do hereby certify that J. M. Laney personally appeared before me this day and acknowledged that he is the Secretary of the Redevelopment Commission of the City of Greenville, and that by authority duly given by its Board of Commissioners, and as the act of the Commission, the foregoing instrument was signed in its name by its Chairman, Billy B. Laughinghouse, sealed with its corporate seal, and attested by himself as its Secretary.

Attachment number 4
Page 7 of 7



WITNESS my hand and Notarial Seal, this the 6th day of February, 1975.

Hazel F. Moss
Notary Public

My commission expires: Jan. 30, 1980

NORTH CAROLINA

PITT COUNTY

The foregoing certificate of Hazel F. Moss a Notary Public in and for Pitt County, North Carolina, is certified to be correct.

This the 3rd day of February, ~~1975~~ 1976.

Quira J. Allred
Register of Deeds
Pitt County, North Carolina

RECEIVED PITT CO., N.C.
REGISTER OF DEEDS
Quira J. Allred
FEB 3 9 10 AM '76



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Acceptance of a grant from the State of North Carolina Department of Commerce Rural Economic Development Division

Explanation: **Abstract:** The Rural Economic Development Division of the North Carolina Department of Commerce awarded the City of Greenville a \$94,340 grant for FY16-17, which can be used on downtown revitalization projects.

Explanation: At the August 15, 2016 meeting of City Council, staff advised the Council that the Rural Economic Development Division of the North Carolina Department of Commerce awarded the City of Greenville a \$94,340 grant for FY16-17, which can be used on downtown revitalization projects. Staff recommended that the grant be used for redevelopment planning purposes for the Imperial site. City Council authorized staff to proceed with the required application to the State for this purpose. The Rural Development Division will notify the City prior to September 8, 2016 whether it has approved the application.

The on-site remediation of the Imperial site is now complete. The expected close-out date for the City's \$400,000 brownfields cleanup grant with the U.S. Environmental Protection Agency is December 30, 2016. Final payment on the property acquisition will be due three months later (the end of March 2017).

To develop strategies for engaging the private sector to partner on redevelopment options for this site and maximize the public's return-on-investment in this property, the City is in the process of hiring the Development Finance Initiative (DFI) of the UNC School of Government for services in the amount of \$94,000 (plus a 1.5% contingency fee). DFI will complete a market and site analysis to determine the best market-supported uses for the site and then create a development program and final plan for physical improvements for the site.

The funds from this grant will be used to pay for DFI's flat fee. Since these funds are being utilized to hire DFI for planning purposes for the Imperial site, they are considered "in-kind" funding for the Imperial site brownfield grant local match. By not allocating this grant funding directly to the Imperial site, the City

is getting twofold the benefit. As a result, the City is paying the required match for the Brownfield Agreement and paying for DFI's fee without using local government tax revenue.

Fiscal Note:

The City will receive grant funds in the amount of \$94,000. This grant requires no local match.

Recommendation:

Staff recommends that City Council accept the \$94,340 grant from the Rural Economic Development Division of the North Carolina Department of Commerce.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Ordinance to amend the City Code to add an article relating to traffic control photographic systems (red light cameras)

Explanation: **Abstract:** The Police Department has worked with the City Attorney to develop a proposed ordinance to implement a red light camera program within the City of Greenville.

Explanation: Attached is an ordinance to establish a provision in the City Code for traffic control photographic systems within the city limits. In seeking the authority to implement a red light camera program, presentations were made to the Pitt County School Board, City Council, Public Transportation and Parking Commission, and a Senate committee of the North Carolina Legislature. A local bill to grant the City of Greenville the authority to proceed with implementation of a red light camera program was ratified on June 30, 2016.

Vehicle crash data was used to determine the first five intersections where the program will be implemented. They include:

- Charles Boulevard and Fire Tower Road
- Charles Boulevard and Fourteenth Street
- Greenville Boulevard and Arlington Boulevard
- Memorial Drive and Arlington Boulevard
- Fire Tower Road and Arlington Boulevard

Comparisons with other cities currently using red light cameras has helped determine an approximate impact of this initial implementation to include violations, operating expenses, and revenue.

Next steps:

1. Request For Proposals (RFP) process and vendor selection
2. Interlocal Agreement with the Pitt County Board of Education
3. Public notification

4. Camera installations
5. Warning period for violations
6. Full program implementation

Staff estimates a go-live date in the spring of 2017.

Fiscal Note:

This program is at no cost to the taxpayers of the City of Greenville and is entirely funded from the revenue associated with violations. Pitt County Schools is the benefactor of any revenue above the operating cost for the program. The City will receive reimbursement for direct costs related to the operation and oversight of the program from Pitt County Schools.

Recommendation:

Staff recommends approval of the ordinance to amend the City Code in order to establish a red light camera program.

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Attachments / click to download

 [2016 Ordinance Red Light Camera Traffic Control Photographic Systems 1032689](#)

ORDINANCE NO. 16-
AN ORDINANCE CREATING ARTICLE X OF CHAPTER 2 OF TITLE 10
OF THE GREENVILLE CITY CODE RELATING TO TRAFFIC CONTROL
PHOTOGRAPHIC SYSTEMS

The City Council of the City of Greenville, North Carolina does hereby ordain:

Section 1. That Chapter 2 of Title 10 of the Code of Ordinances of the City of Greenville, North Carolina, is hereby amended by the addition of an Article X, to read as follows:

ARTICLE X. - TRAFFIC CONTROL PHOTOGRAPHIC SYSTEMS

Sec. 10-2-281. Definitions.

The following words, terms, and phrases when used in this article shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

In operation. Operating in good working condition.

System location. The approach to an intersection toward which a photographic, video, or electronic camera is directed and is in operation.

Traffic control photographic system. An electronic system consisting of a photographic, video, or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic control device to automatically produce photographs, video, or digital images of each vehicle violating a standard traffic control statute or ordinance.

Vehicle owner. The person identified as the registered owner of a vehicle by the North Carolina Division of Motor Vehicles or by the agency of another state which maintains vehicle registration information for that state.

Sec. 10-2-282. General.

(a) The city shall maintain a list of system locations where traffic control photographic systems are installed. A citation for a violation of any provision of this article shall be issued by officials or agents of the city.

(b) A citation issued for a violation of any provision of this article shall clearly state when the penalty is due and the manner in which the violation may be appealed. The citation shall be processed by officials or agents of the city and shall be forwarded by personal service or first-class mail to the vehicle owner's address as given on the motor vehicle registration.

(c) Any citation for a violation of North Carolina General Statute 20-158 issued by an officer of the Greenville Police Department at a system location shall be treated in the same manner as prescribed in this article.

Sec. 10-2-283. Offense.

(a) It shall be unlawful for a vehicle to cross the stop line at a system location when the traffic signal for that vehicle's direction of travel is emitting a steady red light, or for a vehicle to violate any other traffic regulation specified in North Carolina General Statute 20-158.

(b) The owner of a vehicle shall be responsible for a violation under this section, except when he can provide evidence that the vehicle was in the care, custody, or control of another person at the time of the violation, as described in subsection (c).

(c) Notwithstanding subsection (b), the owner of the vehicle shall not be responsible for the violation if, within thirty (30) days after the date of personal service or mailing of notification of the violation, he furnishes the officials or agents of the city either of the following:

(1) An affidavit by him stating the name and address of the person or entity who had the care, custody, and control of the vehicle at the time of the violation; or

(2) An affidavit by him stating that, at the time of the violation, the vehicle involved was stolen. The affidavit must be supported with evidence that supports the affidavit, including insurance or police report information.

(d) Notwithstanding subsections (b) and (c), the owner of the vehicle shall not be responsible for the violation if notice of the violation is given to the owner of the vehicle more than ninety (90) days after the date of the violation.

Sec. 10-2-284. Penalty.

Any violation of section 10-2-283(a) shall be deemed a noncriminal violation for which a civil penalty of one hundred dollars (\$100.00) shall be assessed, and for which no points authorized by North Carolina General Statute 20-16(c) shall be assigned to the owner or driver of the vehicle nor insurance points as authorized by North Carolina General Statute 58-36-65. Failure to pay the civil penalty or file an appeal within thirty (30) days after the date the citation is served or mailed shall result in an additional penalty of one hundred dollars (\$100.00). Failure to pay the civil penalty within thirty (30) days after the service or mailing of the second notification of the violation shall result in the assessment of a collection assistance fee of twenty dollars (\$20.00). The city may establish procedures for the collection of the civil penalties and may enforce the penalties by a civil action in the nature of a debt.

Sec. 10-2-285. Appeals.

A notice of appeal shall be filed within thirty (30) days after the date the citation is served or mailed. The failure to give notice of appeal within this time period shall constitute a waiver of

the right to contest the citation. Appeals shall be heard through an administrative process established by the city. Once an appeal is requested, an appeal hearing will be scheduled. The hearing officer's decision is subject to review in the Superior Court of Pitt County by proceedings in the nature of certiorari.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective on October 1, 2016.

This the 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Purchase order request for one ladder truck and two EMS vehicles for the Fire/Rescue Department

Explanation: **Abstract:** The Fire/Rescue Department requests approval to replace an existing ladder truck and two EMS vehicles with a ladder truck and two EMS vehicles at a total cost of \$1,358,133. The ladder truck and both EMS vehicles meet the criteria for replacement and have been approved by City Council as a part of the FY 16/17 Vehicle Replacement Fund authorized purchases.

Explanation: The Fire/Rescue Department requests approval for purchasing one ladder truck and two EMS vehicles. The newly purchased ladder truck and two EMS vehicles will replace a ladder truck and two EMS vehicles currently assigned to the Fire/Rescue Department. The replacement ladder truck will be placed as a reserve unit, and a ladder truck currently in the reserve will be surplus. Additionally, one of the EMS vehicles will become a reserve unit and one will be surplus.

The purchase is being made from Pierce Manufacturing and Road Rescue through the Houston-Galveston Area Council (HGAC) Contract. The total cost is \$1,358,133. The proposed vehicles have met all of the replacement criteria set within the Vehicle Replacement Fund Procedures. In order to take advantage of a discount offer by Pierce Manufacturing, staff would like to make a chassis payment of \$320,861 120 days before delivery and \$9,625 would be credited from the final amount.

Fiscal Note: The requested ladder truck and two EMS vehicles are replacement vehicles and are included in the City's approved FY 16/17 Vehicle Replacement Program Purchase List.

Recommendation: City Council approve the purchase order request for one Pierce Impel 107' Ascendant Ladder Truck from Pierce Manufacturing and two Road Rescue Ultramendic E450 from Road Rescue through the Houston-Galveston Area Council Contract (HGAC).

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

Attachments / click to download

 [Quote for EMS Vehicle](#)

August 24, 2016
Greenville Fire Department
500 South Greene Street
Greenville, NC 27834

Greenville Fire and Rescue,

Per your request, Atlantic Emergency Solutions, Inc, is happy to provide this purchase letter for one Pierce Impel 107' Ascendant Ladder and two Road Rescue Ultramedic Ambulances.

The quote and discounts are below.

Pierce Impel 107' Ascendant Ladder \$960,867.00

* If you choose to take advantage of the chassis pre pay at preconstruction, cost of the chassis would be \$320,861.00 and \$9,625.00 would be credited from the final amount. Cost would be **\$951,242.00**.

The final total includes the Performance bond of \$2,594, HGAC fee, delivery, training, air fare for three trips to the factory. Three trips are for four people. Our quoted delivery time is 12.5 to 13.5 months on after the order is placed.

Road Rescue Ultramedic E450 . . . Two units \$397,266.00

* If you decide to pay the full amount at 30 days after receipt of purchase order, the cost would be **\$371,374.00**
* This ambulance quote includes Ford discount, RR/AES discount, Additional unit discount, and a \$3,000 prepay per unit discount.

TOTAL QUOTE without prepays \$1,358,133.00

TOTAL QUOTE with prepays \$1,322,616.00

The final total includes HGAC fee, delivery, training, and air fare for three trips to the factory. The three trips are for preconstruction, mid point inspection, and final inspection. Our quoted delivery time is 45-60 days after receipt of chassis.

The purchase order should be made out to Atlantic Emergency Solutions, 12351 Randolph Ridge Lane, Manassas, VA 20109. If you need any further information, please let us know.

Atlantic Emergency Solutions appreciates your business. If you have any questions, please feel free to call us.

Sincerely,

Wade M. Farrior
Regional Account Manager
Garrett Robinson
Regional Account Manager



Item # 9



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Memorandum of Agreement with the North Carolina Department of Public Safety Emergency Management Division to participate in an Urban Search and Rescue grant through the United States Department of Homeland Security

Explanation: **Abstract:** The Fire/Rescue Department has been selected as a subrecipient of a grant awarded to the State of North Carolina Emergency Management Division from the United States Department of Homeland Security. The Department was selected to receive \$35,000 to support the Urban Search and Rescue Program, and the funds will be used for equipment upgrades, maintenance, and personnel training. In order to receive the funds, the City must execute a memorandum of agreement with the State.

Explanation: There are seven Urban Search and Rescue Task Force teams strategically located throughout North Carolina. The City of Greenville is the proud home of North Carolina Urban Search and Rescue (USAR) Task Force #10 (TF-10). The Task Force remains highly effective through a collaborative agreement with the City of New Bern Fire Department. TF-10 is comprised of over 40 personnel with specialized training in technical rescue, structural collapse, and swift water rescue. As a team, they remain in a constant state of readiness to respond to emergency incidents throughout 20 counties in eastern North Carolina. Funding is provided through local, State, and federal resources. The team has an extensive equipment cache containing highly specialized rescue equipment.

The Fire/Rescue Department has been selected to receive \$35,000 in grant funds awarded to the State of North Carolina Emergency Management Division from the United States Department of Homeland Security. The grant funds will be used in accordance with the terms and conditions stated in the Memorandum of Agreement and will be utilized for USAR equipment upgrades, maintenance, and personnel training. In order to receive the funds, the City must execute a memorandum of agreement with the State.

Fiscal Note: \$35,000 in grant funds will be received from the State. This grant award does

not require matching funds.

Recommendation: Accept the grant and authorize the City Manager to sign the Memorandum of Agreement with the North Carolina Department of Public Safety Emergency Management Division.

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

Attachments / click to download

 [MOA with NCEM 2016](#)



North Carolina Department of Public Safety

Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program "HSGP"
CFDA #: 97.067
Fiscal Year 2015
Grant Award #: EMW-2015-SS-00062-S01

MEMORANDUM OF AGREEMENT (MOA) Between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient:
City of Greenville
Tax ID/EIN #: 56-6000229
DUNS#: 072013451

MOA # 1500-7
DPS Fund Code: 1502-7A15-35H1

MOA Amount: \$35,000
MOA Period of Performance to -9/01/2015 to 07/01/2017

- 1. Purpose.** The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (USDHS) HSGP Grant Program. A copy of the complete federal grant instructions is available at www.fema.gov.

This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Operations, Equipment Purchases, Trainings and Exercises. For more detailed description of the project approved for MOA# 1500-7. Please see Attachment 1 for detailed Scope of Work.

- 2. Program Authorization and Regulations:**

This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

- 3. Compensation:** Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 after award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget and program narrative.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

4. **Funding Eligibility Criteria:** Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:
- A. Every participant must:
- i. be established as a State, Local, or Non-Profit agency by appropriate resolution/ ordinance;
 - ii. Complete any procurement(s) and expenditures no later than 7/1/2017
 - iii. Provide quarterly progress reports to NCEM Branch or Grants office personnel using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15th.
- B. File Retention: Sub-Recipient is required to maintain records and (invoices) of this grant for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.
- i. Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:
 1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
 2. Completed appropriate cost report forms with invoices and proof(s) of payment
 3. Audit Findings and Corrective Action Plans
 4. Equipment Inventory records with photo documentation of labeling
- C. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.
- D. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.
5. **Conditions:** The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2015 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all federal funds are limited to a 36-month period.
6. **Supplantation:** Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-Recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.
7. **Compliance.** Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA,

including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA). Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions will result in the return of this grant award to North Carolina Emergency Management.

8. Responsibilities:

A. The Recipient shall:

- i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
- ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- iii. The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 7/1/2017
- iv. Directly monitor the completion of this project.

B. The Sub-Recipient shall:

- i. Expend FY 2015 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFOA, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFOA and the USDHS and Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

C. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.

D. Complete the procurement(s) process not later than 7/1/2017

E. Provide quarterly progress reports to the Homeland Security Grant Manager, DPR chair, and/or Branch Office by the following dates: 15th January, 15th April, 15th July and 15th October each calander the grant is active.

Attachment 2

- F. Provide a list at project completion phase to the Homeland Security Grant Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- G. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HSGP NOFOA and Grant Award and Special Conditions documents.
- H. Maintain a grant management filing system as required in this MOA and Attachment 4.
- I. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that “effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub- Recipients have not been suspended or debarred from doing business with the federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: ***“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and Department of Public Safety, North Carolina Emergency Management.”*** Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words ***“Funded by U.S. Department of Homeland Security.”***
- M. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA. Sub-Recipient shall prominently mark any equipment purchased with grant funding as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”
- N. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- O. Sub-Recipient shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.
- i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. The Sub-Recipient must provide quarterly updates until all funds are expended.
 - ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 C.F.R. Part 200. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
- v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit www.fema.gov.

P. No indirect or administrative costs will be charged to this allocation award.

Sub-Recipients must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

- i. Any equipment purchased under the Homeland Security Grant is subject to use as a regional asset to be utilized by the US DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

R. Each Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.

S. System for Award Management (SAM) registration is required for all applicants. Each Sub-Recipient shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

T. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

U. HSGP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-recipient instructions document provided by NCEM.

9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available.

A. All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDHS, FEMA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2015 HSGP NOFOA, available at: www.fema.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. **Taxes:** Sub-Recipient shall be considered to be an independent Sub-Recipient and as such shall be responsible for all taxes.

11. **Warranty.** As an independent sub-recipient, the Sub-Recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
12. **Audit Requirements:** For all homeland security grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.
13. **State Property.** Sub-Recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-Recipient unless noted in section 2 of the MOA.
14. **Points of Contact.** To provide consistent and effective communication between Sub-Recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security and the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-Recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.
15. **Public Records Access:** While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
16. **Subcontracting:** If Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-Recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and

Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFOA referenced herein.

- 17. **Situs:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
- 18. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- 19. **Other Provisions/Severability:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- 20. **Compliance with the law:** Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2015 HSGP NOFOA.
- 21. **Entire Agreement:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
- 22. **Modification.** This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.
- 23. **Termination.** The terms of this agreement, as modified with the consent of all parties, will remain in effect until 7/1/2017. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the FY2015 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

24. Budget and Scope of Work:

SUB-RECIPIENT shall implement the HSGP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

<u>Project Costs:</u>	
Federal Share:	\$35,000.00
State Share:	\$ 0.00
Local Share:	\$ 0.00
TOTAL:	\$35,000.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

SUB-RECIPIENT must also provide a semi-annual summary (progress report); no later than **July 15th** to the HSGP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable)

- i. Quarterly project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning Training Exercise and Equipment purchased with HSGP ;
- iii. After action report from exercise;
- iv. Training course roster and description
- v. Any other documentation that would be pertinent.
- vi. Any invoices detailing the expenses associated with the project

25. **Lobbying Prohibition:** The Sub-Recipient certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. In any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sub- Recipient agrees to comply with above requirements

26. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
- i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

Sub- Recipient agrees to comply with above requirements

- 27. Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** Sub-Recipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives federal financial assistance from the USDHS, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-Recipient hereby gives the following specific assurance with respect to the project:
- A. That the Sub-Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
 - B. That the Sub-Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

- i. The Sub-Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- C. That the Sub-Recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. The Sub-Recipient shall provide for such methods of administration for the program as are found by the Secretary of USDHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDHS and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

Sub- Recipient agrees to comply with above requirements

28. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient executed in expending these grant funds.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of

race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Sub- Recipient agrees to comply with above requirements:

29. Assurance of Compliance with Privacy Act: The Sub-Recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDHS function.
- B. To notify USDHS when the Sub-Recipient or any of its third-party contractors, subcontractors,, sub recipients, or their employees anticipate a system of records on behalf of USDHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections a through c in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDHS.

Sub- Recipient agrees to comply with above requirements

30. Certification Regarding Drug-Free Workplace Requirements (Sub Recipients Other Than Individuals):

This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F*. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (*See 44 CFR Part 2*)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub- Recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- (b) Establishing a drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The Sub-recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).
- Place(s) of Performance: The Sub- Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)
- Sub- Recipient agrees to comply with above requirements:**

31. Execution and Effective Date: This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective 09/01/2015. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

32. Term of this Agreement: This agreement shall be in effect from 09/01/2015 to 07/01/2017

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 9/1/2015

**N.C. DEPARTMENT OF
PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

**CITY OF GREENVILLE
500 SOUTH GREEN STREET
GREENVILLE, NC 27834**

DocuSigned by:
Michael A. Sprayberry
BY: _____
**MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT**

BY: _____

APPROVED AS TO PROCEDURES:

BY: _____
**JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**

BY: _____

DocuSigned by:
William Polk
BY: _____
**WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

BY: _____
**FRANK L. PERRY, SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2015 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1
In Process

PROJECT SUMMARY - FY2015 Funding

NOTE: Yellow blocks contain drop-down lists. Green blocks are blanks to be filled in, as appropriate.

Agency Greenville Fire Department

Project Description Update USAR equipment and provide training to personnel for NCTF-10

Planned Expenditures	
Equipment	\$ 30,000.00
Training	\$5,000.00
Total	<u>\$35,000.00</u>

Attachment 2
In Process

Quarterly Progress Report

Sub-grantee: City of Greenville
MOA Number: 1500-7
FY 2015 HSGP — EMW-2015-SS-00062

Quarter (list dates): Grant Award Amount: \$35,000 Funds Expended Prior Quarters:
Funds Expended This Quarter:

Activities	Metric	Current Status
1. Equipment	Dates, current status. For example: list needs identified, items in vendor negotiation, purchased, placed in service, etc.	
2. Training	Dates, status of training. For example: list identified needs; training planned, in progress, or conducted (with agenda and roster attached).	

Report submitted by:
Date:

Quarterly Progress Reports are due:

- January 15
- April 15
- July 15
- October 15

In Process

In Process
Attachment 3

Attachment 3 - EXAMPLE Grant-Funded Typed Resource Report

Tool Instructions:

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local Typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the "+" above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUPPLEMENT: 2013-SS-00033-S01-13XX
PROJECT: Generators & Generator Switches

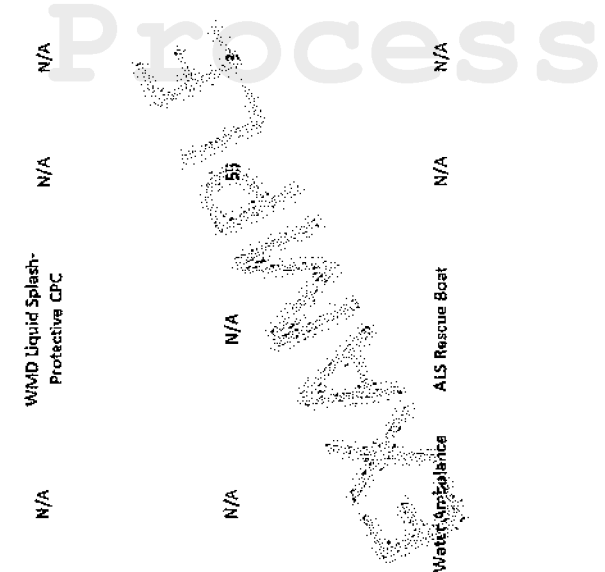
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
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Equipment Fire / Hazmat HazMat Entry Team I N/A WMD Liquid Splash-Protective CPC N/A N/A Add New Environmental Response / Health and Safety \$ 90,000.00 This new PPE will increase a Type II to a Type I Hazmat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.

Training Incident Management Incident Management Team II N/A N/A 50 3 Sustain Current Operational Coordination \$ 150,000.00 This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.

Equipment Public Health and Medical State / Local Other (provide in comments section) State / Local Other Water Ambulance ALS Rescue Boat N/A N/A Add New Mass Care Services \$ 100,000.00 The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.

Training Search and Rescue US&R Task Forces II N/A N/A 63 23 Sustain Current Mass Search and Rescue Operations \$ 75,000.00 63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.



Attachment 3 Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed. 2a. If equipment or training is not NIMS Typed, choose 'State/Local Other' in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to 'Sustain Current' existing capabilities or will increase or "Add New" capability
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities, adds or improves an existing capability, or builds a new capability from scratch.

EQUIPMENT OR TRAINING	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	GRANT#			PROJECT									
		NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments			

In Process
Attachment 4

Required Sub-Grantee File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices and proof(s) of payment



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Contract award for professional services for Construction Engineering and Inspection and Construction Materials Testing for City-funded projects

Explanation: **Abstract:** The City advertised for professional services for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) services on June 3, 2016. This solicitation included services for four (4) City-funded projects and includes: 1) 2016 Bond Street Repairs Phase 1 (improvements to Arlington Boulevard and Red Banks Road), 2) 2016 Bond Street Repairs Phase 2 (Improvements to East Arlington Boulevard, 3) 2017 Street Resurfacing Project, and 4) West 5th Street Gateway Phase 2. Funding for these projects comes from proceeds from the 2015 General Obligation Bond funds or a combination of Powell Bill and General Funds.

Explanation: Within the next year, the City will be advertising up to four projects which are City funded for construction. To meet the demands of contract administration, onsite inspection and record keeping, and testing of construction materials such as concrete and asphalt being utilized in the project, the City advertised a Request for Letters of Interest for professional services for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT).

On June 24, 2016, staff received three (3) proposals in response to the Request for Letters of Interest. A selection team consisting of four (4) staff reviewed each proposal independently and rated each according to the criteria included in the Request for Letters of Interest. After independent review, the team met together to discuss ratings and select a firm. The selection team unanimously recommended SEPI Engineering and Construction headquartered in Raleigh, NC. SEPI Engineering is a woman-owned business with significant experience performing CEI work, and their proposed project manager lives in Greenville.

The City will enter into an on-call contract with SEPI which will include the following four projects: 1) 2016 Bond Street Repairs Phase 1 (improvements to Arlington Boulevard and Red Banks Road); 2) 2016 Bond Street Repairs Phase 2 (Improvements to East Arlington Boulevard; 3) 2017 Street Resurfacing Project,

and 4) West 5th Street Gateway Phase 2. The anticipated total not-to-exceed cost of CEI and CMT services for all four projects is \$218,512. Staff will negotiate task orders for each individual project. The term of the on-call contract will be for one year, renewable in one-year increments. The total amount of all task orders will not exceed \$212,512. Staff will negotiate task orders for each individual project.

Fiscal Note:

Funding for this contract will come from a combination of 2015 General Obligation Bond funds, Powell Bill funds, and General Fund. The proposed not-to-exceed amount for this project is \$218,512.

Recommendation:

City Council award an on-call contract for CEI and CMT services to SEPI Engineering and Construction for a not-to-exceed amount of \$218,512 and authorize the City Manager to execute task orders.

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

Attachments / click to download

 [SEPI Contract for City Projects](#)

City of Greenville
CONTRACT FOR PROFESSIONAL SERVICES
On Call CEI and Construction Materials Testing Services
1. 2016 Bond Street Repairs Project, Phase 1 and Phase 2; 2. West 5th Street Gateway
Project Phase 2; and 3. 2016 Street Resurfacing

This contract is made and entered into as of the _____ of **September, 2016**, by the City of Greenville ("City") and SEPI Engineering & Construction ("Consultant"), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose.

A. The City of Greenville wishes to engage a professional engineering firm to provide engineering services for project construction engineering and inspection and construction materials testing services (herein called Services) for the following projects:

B.

**2016 Bond Street Repairs Project, Phase 1 and Phase 2; West 5th Street
Gateway Project Phase 2; and 2016 Street Resurfacing**

The City of Greenville has selected the Consultant to provide said services.

C. The Consultant has demonstrated evidence of experience, ability, competence, and reputation to perform such Professional Engineering Services.

The City and Consultant, for consideration hereinafter stipulated, mutually agree the Consultant will perform the Professional Engineering Services required to provide construction engineering, inspection, and materials testing services on the aforementioned projects descriptions.

Sec. 2. Services and Scope to be performed.

A. General

1. Commencement of Work: Work under this contract shall commence as soon as possible.
 - a. The Consultant shall submit a proposed time schedule indicating estimated dates for beginning and completing the scope of work with percentages associated with the percent of work represented.
 - b. Any alteration or modifications of the work performed under this contract shall be made only after written agreement between the Consultant and the City Project Representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.
2. Public Relations: The City shall provide project information to affected property owners and businesses prior to the commencement of work.
3. Supervision: The contract will be under the direct supervision of the City Project

Representative. Consultant shall consult with the Project Representative concerning details of scheduling of all work.

B. Work Included in this section

Work to be completed by the City of Greenville

1. The City will provide the Consultant all available information on the project history and intent, including but not limited to City of Greenville agreements, property owner contacts and project commitments.
2. The City will provide to the Consultant all previous performed survey or conceptual design data for the project. The City will facilitate acquiring such information from other engineering or surveying firms.
3. The City will provide and/or advise the Consultant of all relative City policies and procedures which will affect the composition, structure and organization of the contract documents.

Work to be completed by the Consultant

1. The Consultant shall be responsible for providing Services required for construction engineering and inspection services. Specific tasks anticipated in the completion of these services are included in Attachment A – Scope of Services.

C. Care

1. All Services will be performed in a professional manner consistent with current industry standards. The Consultant will be responsible for the accuracy and thoroughness of the services and deliverables. The Consultant will be responsible for servicing the construction documents as needed to satisfy the intent of this Contract. Work beyond the Scope of Services defined herein will be handled as additional services and will require City approval and authorization prior to prosecution.
2. All Services shall be performed in accordance with the established standard procedures and practices of the City. The City shall provide and/or advise the Consultant of all relative City policies and procedures which will affect the composition, structure and organization of the contract documents.
3. All Services shall be performed in accordance with the established standard procedures and practices of the City of Greenville as it relates to work within the City Right-of-Way. Prior to furnishing any Services, the Consultant shall be familiar with those departmental standard procedures and practices as set forth in the Project Proposals, Contract, and Specifications, NCDOT Standard Specifications (2012), Design Standard Drawings, and Construction Manual with informal procedures and practices for encroachments used by NCDOT.

D. Traffic Control

1. When performing field work on or adjacent to public streets or roadways, the construction contractor shall be solely responsible for pedestrian and vehicular safety and control within

the project site and provide the necessary warning devices, barricades and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City of Greenville in coordination with the appropriate departments. Traffic control design and plans is the sole responsibility of the Construction contractor and shall be accomplished in conformance with the MUTCD (Manual on Uniform Traffic Control Devices).

E. Applicable Specifications and Standards

1. Proposals Contract Forms and Specifications for Specific City Projects
2. NCDOT Standard Specifications for Roads and Structures, July 2012
3. NCDOT Roadway Standard Drawings, July 2012
4. 2012 North Carolina Supplement to the Manual on Uniform Traffic Control Devices.

F. Submittals

Consultant shall submit the following:

1. The list will be included in Attachment A: Scope of Services

G. Deliverables

1. The list will be included in Attachment A: Scope of Services

H. Other

I. Completion

1. The project will be deemed complete by the delivery of the following:
 - a. Contractor has finished tasks outlined in the projects scope
 - b. Final as built drawings for review
 - c. All project field records including daily diaries, pay records, and materials received reports

Sec. 3 Complete Work without Extra Cost. Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the City, all CEI labor, materials & testing, equipment for material & testing, transportation to perform the work.

Sec. 4. Compensation. Your contract award shall not exceed **\$218,512.00**. Compensation for the project will be on an hourly basis for labor in accordance with the rates established in the Fee Estimate included herein Attachment B and as approved by the City. Direct Costs will be compensated at the established rates in the Fee Estimate. Invoices will be submitted electronically to the City on a monthly basis with payment due NET 30 upon receipt and acceptance.

Sec. 5. Consultant's Billings to City. Consultant shall submit original pay requests to the City project manager by the first week of each month to expedite payment. It is suggested that the consultant meet

with the City's project manager prior to submitting the pay request to verify work completed, and amount of the invoice. The pay request shall contain the following items:

- a. Project Identification
- b. Consultant Identification
- c. Client Information
- d. Purchase Order Number
- e. Vendor Number
- f. Date of Invoice
- g. Invoice Number
- h. Work period for this invoice
- i. Request for payment this invoice
- j. Remaining balance for project
- k. Hours worked

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Consultant can expect payment 30 days after invoice.

Sec. 6. Insurance.

The Consultant awarded this contract will be required to furnish the City of Greenville evidence of Insurance coverage for the following: Workman's Compensation, Commercial General Liability, Business Auto Liability and Professional Liability Insurance.

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of \$2,000,000 for our Firm. SEPI will provide proof of insurance.

Purchasing Manager or Director of City

Client Name: City of Greenville
Contact Name: Lynn Raynor
Address: 1500 Beatty Street
Greenville, NC 27834

Sec. 7. Performance of Work by City. If the Consultant fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Scope of Work (Including Submittals/Deliverables)
Attachment B: Fee Estimate

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Sec. 9. Notice.

- (a) All notices and other communications required or permitted by this contract shall be in writing, and shall be given either by email, personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

Owner:

City of Greenville
Lynn Raynor
Civil Engineer II, Public Works Department
Address: 1500 Beatty Street
Greenville, NC 27834
252-329-4620
lraynor@greenvillenc.org

To the Consultant:

Barry S. Moose, PE
Vice President, Operations and Maintenance Director
11020 David Taylor Drive
Suite 115
Charlotte, NC 28262
704-714-4880
bmoose@sepiengineering.com

- (b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be

deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. To the maximum extent allowed by law, the Consultant shall defend, indemnify, and save harmless the City of Greenville, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Consultant or sub-Consultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Consultant shall at its sole expense defend the City of Greenville, its agents, officers, and employees with legal counsel reasonably acceptable to the City. As used in this subsection - "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 11. Miscellaneous.

- (a) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (b) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant
And not any other person.
- (c) Principles of Interpretation. In this contract, unless the context requires otherwise: (I) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- (d) Modifications. A modification of this contract is not valid unless signed by both parties.

IN WITNESS WHEREOF, the City of Greenville and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

City of Greenville:
Honorable Allen M. Thomas

SEPI Engineering & Construction
Barry Moose, PE
Vice President

By: _____
Signature

By: _____
Signature

Print

Print

Witness:

Witness:

By: _____
Signature

By: _____
Signature

Print

Print

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.

_____ Date _____
Bernita W. Demery, Director of Financial Services
Account Number _____
Project Code (if applicable) _____

TERMS AND CONDITIONS

The proposal submitted by SEPI ENGINEERING & CONSTRUCTION, INC (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment.**

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT’s services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.
- c) If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT’s work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT’s invoice to make payment in full for the services rendered by CONSULTANT.

4. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. **Change Orders:** CONSULTANT will treat as a change order only written orders (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT’s scope of work. CONSULTANT will give CLIENT written notice within ten

(10) days of a Change Order of any resulting increase in CONSULTANT’s fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. **Opinion of Cost / Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

7. **Hazardous Substances:** The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT’s performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. **Project Site:** Should CLIENT not be owner of the project site, then CLIENT agrees to notify the CLIENT(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. **Access to Site:** CLIENT is responsible for providing access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

11. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

12. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

13. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

14. **Standard of Care:** CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. *There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.*

15. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

16. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise,

CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

17. **Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

18. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

19. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

20. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

21. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

22. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

24. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

25. **Insurance** - SEPI maintains the following insurance coverages:

- a) Worker's Compensation Insurance - statutory amount
- b) Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c) Automobile Liability Insurance - \$1,000,000 per occurrence.
- d) Professional Errors and Omissions - \$1,000,000 per claim
- e) Excess Liability - \$1,000,000 Umbrella Form

If additional insurance coverage is required by CLIENT, then the additional costs of said coverage will be borne by the CLIENT unless stated otherwise.

26. **U.S. Department of Homeland Security's E-Verify System:**
By entering into this Contract, the Consultant certifies that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
1. All persons employed to perform duties during the term of this Contract; and
 2. All persons (including Subconsultants) assigned by the consultant to perform work pursuant to the Contract.

Attachment A

Celebrating 15 Years



1025 Wade Avenue
Raleigh, NC | 27605
919.789.9977

11020 David Taylor
Drive | Suite 115
Charlotte, NC | 28262
704.714.4880

5030 New Centre
Drive | Suite B
Wilmington, NC
28403 | 910.523.5715

10800 Midlothian
Turnpike | Suite 100
Richmond, VA
23235 | 804.594.0181

sepiengineering.com
@SEPIengineers

August 24, 2016

Lynn Raynor, PE
Civil Engineer II
Public Works Department
City of Greenville
1500 Beatty Street
Greenville, NC 27834

Subject: On Call Construction Engineering & Inspection Services and Construction Materials Testing Services – City of Greenville – 2016 Transportation Bond Program - Greenville, NC

Dear Mr. Raynor,

SEPI Engineering & Construction, Inc. (SEPI) is pleased to provide the City of Greenville with an estimate and scope for Professional Construction Engineering and Inspection and Construction Materials Testing Services for the 2016 Transportation Bond Program. This estimate is based upon our understanding of the project information and scope of work as provided by the project contract(s), plans, and the City of Greenville's Request for Letter of Interest in June 3, 2016.

SEPI offers our clients a wide spectrum of services and we pride ourselves on being a full-service civil engineering and construction management firm with a 15-year history of providing professional engineering consulting services throughout North Carolina and the southeastern United States. Our services include site/civil engineering; land planning; surveying; environmental; planning; roadway design; traffic engineering; water resources; environmental remediation; construction engineering and inspection; and operations and maintenance. Our multi-disciplined structure enables SEPI to provide full consulting services for every step of a project from inception to implementation. SEPI is a Small Professional Services Firm (SPSF) with NCDOT. SEPI is a certified Women's Business Enterprise (WBE) in North Carolina, South Carolina, Florida, Georgia, Maryland, Tennessee, Virginia, and West Virginia. Our corporate office is located in Raleigh, with branch offices located in Charlotte and Wilmington, North Carolina.

Scope and Fee

Our scope of services includes your desire to have all material verification and materials testing associated with this project, performed to minimum City of Greenville and NCDOT specifications. The scope of this project would include the following:

- Standard proctor value on the subgrade;
- In place density testing on the subgrade in accordance with NCDOT protocols;
- In place density testing on the aggregate base in accordance with NCDOT protocols (the proctor density will be based on the latest NCDOT proctor value)
- Preparation and seven day strength testing of field samples of concrete samples
- In the event asphalt cores are not taken, a nuclear gauge will be used. 24 hour gauge coordination by contractor is needed prior to test strips.
- Conduct all concrete field testing (which includes concrete air entrainment and concrete slump).
- Produce concrete cylinders and deliver to third party laboratory for testing.
- Monitor sedimentation and erosion control devices and document revisions to include in project "as-builts"
- Monitor traffic control plans for compliance

SEPI

- Monitor utility conflicts and relocations
- Inspect asphalt repair/laydown operations
- Maintain project documentation in accordance with minimum City of Greenville standards.

SEPI construction technicians will have all equipment necessary to conduct their work in their possession at all times. All equipment will be well maintained, recently calibrated, and in good working order. SEPI will provide appropriate vehicle for requirements of project. SEPI will provide reliable computer with WiFi capability.

The Construction Technician has the ability to inspect construction phases for roadway/structure construction projects under the supervision of the construction project manager, or other supervisory personnel. The work by the Construction Technician is predicated upon the requirement to act and make decisions independently for routine project issues and to foster partnering relationships with the City of Greenville, contractors, the general public, or other project stakeholders. The Construction Technician will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity. The inspector will be flexible in his responsibilities and will use the direction of the engineer to incorporate plan changes and/or non-conformance of the contractor. This technician also maintains diaries and other project documentation.

The Construction Manager's function is to manage the assigned elements of a construction project to assure quality of the contractor's compliance with the plans and contract documents, conduct preconstruction meetings, manage project personnel staffing, project inspection, and contract administration.

The fees noted below include travel time and management/coordination/administration. Any direct expenses required beyond those considered customary will be reviewed with the City of Greenville for approval prior to expense.

Introduction:

SEPI Engineering & Construction (SEPI) will be assisting the City of Greenville on Construction Engineering and Inspection and Construction Materials Testing services for the subject project(s).

Description of Work Required:

Based upon information provided by the City of Greenville, contract documents, plans, and permits, construction technician(s) are needed for the inspection and observation of the construction of three projects identified in the 2016 City of Greenville Transportation Bond Program. These are: 1. 2016 Bond Street Repairs, Phase 1 and 2; 2. West 5th Street Gateway Project, Phase 2; and 3. 2016 Street Resurfacing. Scope of work will include inspection of subgrades; compaction testing of fill soils; concrete material sampling and testing; nuclear gauge testing of aggregate base material and asphalt; monitoring sedimentation and erosion control devices; monitoring traffic control; monitor utility conflicts and relocations; and inspection of asphalt repair/laydown as needed for this project in accordance to minimum NCDOT standards.

Project Administration:

1.1 General Administration

1. Project construction administration will be directed by the City of Greenville (COG)
2. SEPI will take direction from COG on schedule;
3. SEPI will coordinate all contractor communications with COG Project Manager
4. SEPI fee is based upon an average 40 hours/week. Actual time invoiced will be based upon time on the project and performing duties associated with COG project.
5. SEPI will observe and inspect project per project contract, plans and NCDOT Standards and Specifications and any governing City of Greenville specifications.

General Design:

- 2.1 Project Quantities - SEPI will follow design plans (and any field plan revisions) to calculate quantities and document material received in accordance with NCDOT standard practices and will be based upon the latest version of the Standard Specifications and Project Special Provisions (2012).
- 2.2 Project Special Provisions - SEPI will observe and interpret the project special provisions for this project using the most current revisions in the contract document.

Construction Engineering and Inspection Services:

- 3.1 Daily Inspection Reports - SEPI will observe daily operations of contractor per NCDOT standards and specifications.
- 3.2 Project Diaries - SEPI will document daily operations of contractor per NCDOT standards and specifications, and in accordance to the NCDOT Construction Manual with the approved daily report form. All needed forms will be identified prior to project to insure correct documentation is used.
- 3.3 Materials Received - SEPI will record all material received per NCDOT standards specifications and in accordance to the NCDOT Construction Manual, unless otherwise noted.
- 3.4 Maintain Pay Record Book - SEPI will record and document pay items per NCDOT standards, specifications, and the NCDOT Construction Manual, unless otherwise noted.
- 3.5 Coordinate Material Testing - SEPI will coordinate all testing with a certified testing laboratory.
- 3.6 Subgrade Evaluation - SEPI will observe and inspect subgrade operations, including density tests.
- 3.9 Material Testing - where appropriate and identified by scope, SEPI will provide field testing per NCDOT standards and specifications and within frequencies specified in the NCDOT Minimum Sampling Guide. All testing technicians assigned to this project will be certified by NCDOT.

QA/QC:

- 4.1 As part of SEPI's QA/QC process, SEPI's Project Manager will conduct project inspections to insure compliance and quality of work.
 1. On-Site PM Review - This will be done as needed for a documentation review
 2. Coordination with job progress will be part of the QC process.

Project Coordination:

5.1 For these project(s) the SEPI Team is available to attend the Preconstruction Meeting if requested.

Project Schedule:

6.1 SEPI will coordinate the monitoring of work associated with this project when the scope and fee is approved by COG

Exclusions:

7.1 If additional services are needed, this will be further negotiated.

Invoicing:

8.1 SEPI will send invoices on a monthly basis.

Estimate

Our Labor Structure Fee Schedule is:

Local supported projects: Refer to the attached NCDOT estimate spread sheet.

Scope of work will include proof rolling subgrades, compaction testing of fill soils, and nuclear gauge testing of asphalt. We will inspect and monitor sidewalk installation and repair; asphalt repair and resurfacing; curb and gutter placement and repair; seeding; and document control - Construction Technician(s) 2400 hours; Project Manager 232 hours. Total Cost with labor and directs - \$218,512.

Statement of Firm Being On Register.

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

STATEMENT OF FIRM BEING ON REGISTER

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

DATE OF MOST RECENT PRE-QUALIFICATION

SEPI submitted our Private Engineering Firm Qualification Package (From-PREQUAL-1) and Private Consulting Firm Questionnaire for renewal on February 25, 2016. The date of our most recent Private Engineering firm Qualification letter is April 13, 2016. The SEPI Team will comply with all applicable federal, state, and local regulations regarding equal employment opportunity.

SEPI

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of \$2,000,000 for our Firm. Upon receipt of a Notice of Intent to Award (NIA) and/or Notice of Award, our team can provide Certificates of Insurance.

CONFIDENTIALITY

This proposal was prepared by SEPI solely for your internal use in evaluating SEPI's services. SEPI considers the pricing technical and business information containing in this estimate to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other as specifically stated above and shall not be disclosed to any other party without SEPI's prior written consent.

Sincerely,



C. E. "Neil" Lassiter, PE
CEI Division Manager

The return of this executed document will serve as the Notice to Proceed.

Accepted By:

Print: _____

Signature: _____

Date: _____

Attachment B

CEI and ALL TECHNICIANS - SCOPE and ESTIMATE - WITH SHFT PREMIUM @ 8% PLUS STAND-ALONE @ 0% (CALC)		Version: 2016.01.08 FJS			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION					
PROFESSIONAL SERVICES MANAGEMENT UNIT					
Construction Engineering and Inspection (CEI)					
WBS-XXXXX.XX					
City of Greenville On Call CEI and Construction Materials Testing Services Bond Project					
LSC #XXXXXXXXXX					
ENGINEERING AND INSPECTION TECHNICIANS					
Regular Direct Labor					
PRIME CONTRACTOR NAME	Prime Contractor Technicians	\$	65,874.72	Prime CEI Tech Salary Cost	Prime CEI Tech Fee Cost
	Prime Contractor Overhead Audited - FIELD	125.84%	\$ 92,896.75	\$ 148,771.47	\$ 13,389.43
SUBCONTRACTOR1 NAME	Subcontractor1 Technicians	\$	-	Sub1 CEI Tech Salary Cost	Sub1 CEI Tech Fee Cost
SUBCONTRACTOR1 NAME	Subcontractor1 Overhead Audited - FIELD	\$	-	\$	\$
SUBCONTRACTOR2 NAME	Subcontractor2 Technicians	\$	-	Sub2 CEI Tech Salary Cost	Sub2 CEI Tech Fee Cost
SUBCONTRACTOR2 NAME	Subcontractor2 Overhead Audited - FIELD	\$	-	\$	\$
SUBCONTRACTOR3 NAME	Subcontractor3 Technicians	\$	-	Sub3 CEI Tech Salary Cost	Sub3 CEI Tech Fee Cost
SUBCONTRACTOR3 NAME	Subcontractor3 Overhead Audited - FIELD	\$	-	\$	\$
Subtotal		\$	148,771.47	\$ 148,771.47	\$ 13,389.43
Operating Margin (Fixed Fee Rate) (Usually 9%)		9.00%	\$ 13,389.43		
Subtotal		\$	162,160.90		
PRIME CONTRACTOR NAME	TOTAL PREMIUM LABOR - Prime Contractor	\$	-	Prime TOTAL CEI Tech Cost	\$ 162,160.90
SUBCONTRACTOR1 NAME	TOTAL PREMIUM LABOR - Subcontractor1	\$	-	Sub1 TOTAL CEI Tech Cost	\$ -
SUBCONTRACTOR2 NAME	TOTAL PREMIUM LABOR - Subcontractor2	\$	-	Sub2 TOTAL CEI Tech Cost	\$ -
SUBCONTRACTOR3 NAME	TOTAL PREMIUM LABOR - Subcontractor3	\$	-	Sub3 TOTAL CEI Tech Cost	\$ -
TOTAL DIRECT SALARY COST CEI TECHNICIANS		\$	162,160.90		\$ 162,160.90
PROJECT MANAGEMENT/CONTRACT ADMINISTRATION					
Position		Direct Labor			
PRIME CONTRACTOR NAME	Prime Contractor Project Manager	\$	15,613.60	Prime PM/CA Salary Cost	Prime PM/CA Fee Cost
PRIME CONTRACTOR NAME	Prime Contractor Overhead	125.84%	\$ 19,848.15	\$ 35,261.75	\$ 3,173.56
SUBCONTRACTOR1 NAME	Subcontractor1 Project Manager	\$	-	Sub1 PM/CA Salary Cost	Sub1 PM/CA Fee Cost
SUBCONTRACTOR1 NAME	Subcontractor1 Overhead	\$	-	\$	\$
SUBCONTRACTOR2 NAME	Subcontractor2 Project Manager	\$	-	Sub2 PM/CA Salary Cost	Sub2 PM/CA Fee Cost
SUBCONTRACTOR2 NAME	Subcontractor2 Overhead	\$	-	\$	\$
SUBCONTRACTOR3 NAME	Subcontractor3 Project Manager	\$	-	Sub3 PM/CA Salary Cost	Sub3 PM/CA Fee Cost
SUBCONTRACTOR3 NAME	Subcontractor3 Overhead	\$	-	\$	\$
Subtotal		\$	35,261.75		
Operating Margin (Fixed Fee Rate) (Usually 9%)		9.00%	\$ 3,173.56	\$ 35,261.75	\$ 3,173.56
TOTAL DIRECT SALARY COST PM/CA		\$	38,435.31		\$ 38,435.31
APPENDIX D (continued)					
PROJECT DIRECT EXPENSES					
TOTAL DIRECT EXPENSES		\$	17,508.19	PRIME DIRECTS COST	\$ 17,508.19
				SUB1 DIRECTS COST	\$ -
				SUB2 DIRECTS COST	\$ -
				SUB3 DIRECTS COST	\$ -
					\$ 17,508.19
AGREEMENT COSTS AND FEES SUMMARY					
Direct Salary Cost CEI Technicians		\$	162,160.90		
Direct Salary Cost Project Management/Contract Administration		\$	38,435.31		
Project Direct Expenses		\$	17,508.19		
TOTAL AGREEMENT COSTS AND FEES		\$	218,104.40		
PRIME CONTRACTOR NAME	Facilities Cost of Capital (Prime Contractor TECHNICIANS) FIELD	0.5000%	\$ 329.37	Prime TOTAL CoC Cost	PRIME TOTAL D&ND Salary COST
PRIME CONTRACTOR NAME	Facilities Cost of Capital (Prime Contractor PROJECT MANAGER) HOME	0.5000%	\$ 78.07	\$ 407.44	\$ 201,003.65
SUBCONTRACTOR1 NAME	Facilities Cost of Capital (Subcontractor 1 TECHNICIANS) FIELD	\$	-	Sub1 TOTAL CoC Cost	Sub1 TOTAL D&ND Salary COST
SUBCONTRACTOR1 NAME	Facilities Cost of Capital (Subcontractor 1 PROJECT MANAGER) HOME	\$	-	\$	\$
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 TECHNICIANS) FIELD	\$	-	Sub2 TOTAL CoC Cost	Sub2 TOTAL D&ND Salary COST
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 PROJECT MANAGER) HOME	\$	-	\$	\$
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 TECHNICIANS) FIELD	\$	-	Sub3 TOTAL CoC Cost	Sub3 TOTAL D&ND Salary COST
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 PROJECT MANAGER) HOME	\$	-	\$	\$
TOTAL Non-DIRECT SALARY COST CEI TECHNICIANS & PM/CA		\$	407.44	\$ 407.44	\$ 201,003.65
TOTAL DIRECT and NON-DIRECT SALARY COST CEI TECHS & PM/CA		\$	201,003.65		
Contingency					
TOTAL AGREEMENT AMOUNT		\$	218,511.84	TOTAL AGREEMENT AMOUNT	\$ 218,511.84
FOR STAND-ALONE PURCHASE ORDERS ONLY - ADDITIVE:					
STAND-ALONE PO WILL BE WRITTEN FOR THIS AMOUNT:					
MAN-HOURS TECHNICIANS		2400			
MAN-HOURS PROJECT MANAGEMENT		232			
TOTAL MAN-HOURS		2632			
LABOR COSTS		\$	201,003.65		
DIRECT EXPENSES		\$	17,508.19		
TOTAL COSTS			\$218,511.84		



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Contract award for professional services for Construction Engineering and Inspection and Construction Materials Testing for State and/or federally funded projects

Explanation: **Abstract:** The City advertised for professional services for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) services on June 3, 2016. This solicitation included services for three (3) projects which are State and/or federally funded locally administrated projects through municipal agreements with NCDOT.

Explanation: Within the next year, the City will be advertising three projects which are State and/or federally funded for construction. To meet the demands of contract administration, onsite inspection and record keeping, and testing of construction materials such as concrete and asphalt being utilized in the project, the City advertised a Request for Letters of Interest for professional services for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT).

On June 24, 2016, staff received six (6) proposals in response to the Request for Letters of Interest. A selection team consisting of four (4) staff reviewed each proposal independently and rated each according to the criteria included in the Request for Letters of Interest. After independent review, the team met together to discuss ratings and select a firm. The selection team unanimously recommended SEPI Engineering and Construction headquartered in Raleigh, NC. SEPI Engineering is a woman-owned business with significant experience performing CEI work, and their proposed project manager lives in Greenville.

The City will enter into an on-call contract with SEPI which will include the following three projects: 1) Replacement of Bridge #421 on King George Road; 2) South Tar River Greenway Phase 3; and 3) Safe Routes to School Projects (3 locations). The anticipated total not-to-exceed cost of CEI and CMT services for all three projects is \$355,730. Staff will negotiate task orders for each individual project. The term of the on-call contract will be for one year, renewable in one-

year increments.

If approved by City Council, staff will then seek concurrence from NCDOT to award the on-call contract to SEPI Engineering.

Fiscal Note:

Funding for this contract will come from a combination of State and Federal grants, Powell Bill funds, and General Funds. The proposed budget for this on-call contract is \$355,730 and will be paid with funds budgeted for each respective project.

Recommendation:

City Council award an on-call contract for CEI and CMT Services for three State and/or federally funded projects to SEPI Engineering and Construction for a not-to-exceed amount of \$355,730 and authorize the City Manager to execute task orders with the total amount of all task orders not to exceed. \$355,730.

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

Attachments / click to download

 [SEPI Contract for NCDOT Projects](#)

City of Greenville
CONTRACT FOR PROFESSIONAL SERVICES
On Call CEI and Construction Materials Testing Services

1. B-5100 Replacement of Bridge #421 on King George Road; 2. EB-5339 South Tar River Greenway Phase 3; and 3. SR-5001CA Safe Routes to Schools

This contract is made and entered into as of the _____ of **September, 2016**, by the City of Greenville ("City") and SEPI Engineering & Construction ("Consultant"), organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose.

- A. The City of Greenville wishes to engage a professional engineering firm to provide engineering services for project construction engineering and inspection and construction materials testing services (herein called Services) for the following projects:
- B.

B-5100 Replacement of Bridge #421 on King George Road; EB-5339 South Tar River Greenway Phase 3; and SR-5001CA Safe Routes to School

The City of Greenville has selected the Consultant to provide said services.

- C. The Consultant has demonstrated evidence of experience, ability, competence, and reputation to perform such Professional Engineering Services.

The City and Consultant, for consideration hereinafter stipulated, mutually agree the Consultant will perform the Professional Engineering Services required to provide construction engineering, inspection, and materials testing services on the aforementioned projects descriptions.

Sec. 2. Services and Scope to be performed.

A. General

1. Commencement of Work: Work under this contract shall commence as soon as possible.
 - a. The Consultant shall submit a proposed time schedule indicating estimated dates for beginning and completing the scope of work with percentages associated with the percent of work represented.
 - b. Any alteration or modifications of the work performed under this contract shall be made only after written agreement between the Consultant and the City Project Representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.
2. Public Relations: The City shall provide project information to affected property owners and businesses prior to the commencement of work.
3. Supervision: The contract will be under the direct supervision of the City Project

Representative. Consultant shall consult with the Project Representative concerning details of scheduling of all work.

B. Work Included in this section

Work to be completed by the City of Greenville

1. The City will provide the Consultant all available information on the project history and intent, including but not limited to NCDOT agreements, property owner contacts and project commitments.
2. The City will provide to the Consultant all previous performed survey or conceptual design data for the project. The City will facilitate acquiring such information from other engineering or surveying firms.
3. The City will provide and/or advise the Consultant of all relative City policies and procedures which will affect the composition, structure and organization of the contract documents.

Work to be completed by the Consultant

1. The Consultant shall be responsible for providing Services required for construction engineering and inspection services. Specific tasks anticipated in the completion of these services are included in Attachment A – Scope of Services.

C. Care

1. All Services will be performed in a professional manner consistent with current industry standards. The Consultant will be responsible for the accuracy and thoroughness of the services and deliverables. The Consultant will be responsible for servicing the construction documents as needed to satisfy the intent of this Contract. Work beyond the Scope of Services defined herein will be handled as additional services and will require City approval and authorization prior to prosecution.
2. All Services shall be performed in accordance with the established standard procedures and practices of the City. The City shall provide and/or advise the Consultant of all relative City policies and procedures which will affect the composition, structure and organization of the contract documents.
3. All Services shall be performed in accordance with the established standard procedures and practices of the NCDOT as it relates to work within the NCDOT Right-of-Way. Prior to furnishing any Services, the Consultant shall be familiar with those departmental standard procedures and practices as set forth in the Project Special Provisions, NCDOT Standard Specifications (2012), Design Standard Drawings, and Construction Manual with informal procedures and practices for encroachments used by NCDOT.

D. Traffic Control

1. When performing field work on or adjacent to public streets or roadways, the construction contractor shall be solely responsible for pedestrian and vehicular safety and control within

the project site and provide the necessary warning devices, barricades and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City of Greenville in coordination with the appropriate departments. Traffic control design and plans is the sole responsibility of the Construction contractor and shall be accomplished in conformance with the MUTCD (Manual on Uniform Traffic Control Devices).

E. Applicable Specifications and Standards

1. NCDOT Standard Specifications for Roads and Structures, July 2012
2. NCDOT Roadway Standard Drawings, July 2012
3. 2012 North Carolina Supplement to the Manual on Uniform Traffic Control Devices.
4. Project Special Provisions

F. Submittals

Consultant shall submit the following:

1. The list will be included in Attachment A: Scope of Services

G. Deliverables

1. The list will be included in Attachment A: Scope of Services

H. Other

I. Completion

1. The project will be deemed complete by the delivery of the following:
 - a. Contractor has finished tasks outlined in the projects scope
 - b. Final as built drawings for review
 - c. All project field records including daily diaries, pay records, and materials received reports

Sec. 3 Complete Work without Extra Cost. Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the City, all CEI labor, materials & testing, equipment for material & testing, transportation to perform the work.

Sec. 4. Compensation. Your contract award shall not exceed **\$355,730**. Compensation for the project will be on an hourly basis for labor in accordance with the rates established in the Fee Estimate included herein Attachment B and as approved by the City. Direct Costs will be compensated at the established rates in the Fee Estimate. Invoices will be submitted electronically to the City on a monthly basis with payment due NET 30 upon receipt and acceptance.

Sec. 5. Consultant's Billings to City. Consultant shall submit original pay requests to the City project manager by the first week of each month to expedite payment. It is suggested that the consultant meet

with the City's project manager prior to submitting the pay request to verify work completed, and amount of the invoice. The pay request shall contain the following items:

- a. Project Identification
- b. Consultant Identification
- c. Client Information
- d. Purchase Order Number
- e. Vendor Number
- f. Date of Invoice
- g. Invoice Number
- h. Work period for this invoice
- i. Request for payment this invoice
- j. Remaining balance for project
- k. Hours worked

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Consultant can expect payment 30 days after invoice.

Sec. 6. Insurance.

The Consultant awarded this contract will be required to furnish the City of Greenville evidence of Insurance coverage for the following: Workman's Compensation, Commercial General Liability, Business Auto Liability and Professional Liability Insurance.

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of \$2,000,000 for our Firm. SEPI will provide proof of insurance.

Purchasing Manager or Director of City

Client Name: City of Greenville
Contact Name: Lynn Raynor
Address: 1500 Beatty Street
Greenville, NC 27834

Sec. 7. Performance of Work by City. If the Consultant fails to perform the Work in accordance with the schedule referred to in Sec. 2. above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Scope of Work (Including Submittals/Deliverables)
Attachment B: Fee Estimate

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Sec. 9. Notice.

- (a) All notices and other communications required or permitted by this contract shall be in writing, and shall be given either by email, personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

Owner:

City of Greenville
Lynn Raynor
Civil Engineer II, Public Works Department
Address: 1500 Beatty Street
Greenville, NC 27834
252-329-4620
lraynor@greenvillenc.org

To the Consultant:

Barry S. Moose, PE
Vice President, Operations and Maintenance Director
11020 David Taylor Drive
Suite 115
Charlotte, NC 28262
704-714-4880
bmoose@sepiengineering.com

- (b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be

deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. To the maximum extent allowed by law, the Consultant shall defend, indemnify, and save harmless the City of Greenville, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Consultant or sub-Consultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Consultant shall at its sole expense defend the City of Greenville, its agents, officers, and employees with legal counsel reasonably acceptable to the City. As used in this subsection - "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 11. Miscellaneous.

- (a) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (b) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant And not any other person.
- (c) Principles of Interpretation. In this contract, unless the context requires otherwise: (I) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- (d) Modifications. A modification of this contract is not valid unless signed by both parties.

IN WITNESS WHEREOF, the City of Greenville and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

City of Greenville:
Honorable Allen M. Thomas

SEPI Engineering & Construction
Barry Moose, PE
Vice President

By: _____
Signature

By: _____
Signature

Print

Print

Witness:

Witness:

By: _____
Signature

By: _____
Signature

Print

Print

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.

_____ Date _____
Bernita W. Demery, Director of Financial Services
Account Number _____
Project Code (if applicable) _____

TERMS AND CONDITIONS

The proposal submitted by SEPI ENGINEERING & CONSTRUCTION, INC (“CONSULTANT”) is subject to the following terms and conditions (collectively referred to as the “Agreement”) and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment.

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT’s services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.
- c) If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney’s fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT’s work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT’s invoice to make payment in full for the services rendered by CONSULTANT.

4. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. **Change Orders:** CONSULTANT will treat as a change order only written orders (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT’s scope of work. CONSULTANT will give CLIENT written notice within ten

(10) days of a Change Order of any resulting increase in CONSULTANT’s fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. **Opinion of Cost / Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

7. **Hazardous Substances:** The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT’s performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. **Project Site:** Should CLIENT not be owner of the project site, then CLIENT agrees to notify the CLIENT(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. **Access to Site:** CLIENT is responsible for providing access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.
11. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.
12. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.
13. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.
14. **Standard of Care:** CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. *There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.*
15. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.
16. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise,
- CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.
17. **Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.
18. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work
19. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.
20. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.
21. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.
22. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.
24. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.
25. **Insurance** - SEPI maintains the following insurance coverages:
- Worker's Compensation Insurance - statutory amount
 - Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Automobile Liability Insurance - \$1,000,000 per occurrence.
 - Professional Errors and Omissions - \$1,000,000 per claim
 - Excess Liability - \$1,000,000 Umbrella Form

If additional insurance coverage is required by CLIENT, then the additional costs of said coverage will be borne by the CLIENT unless stated otherwise.

26. **U.S. Department of Homeland Security's E-Verify System:**
By entering into this Contract, the Consultant certifies that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
1. All persons employed to perform duties during the term of this Contract; and
 2. All persons (including Subconsultants) assigned by the consultant to perform work pursuant to the Contract.

Attachment A

Celebrating 15 Years



1025 Wade Avenue
Raleigh, NC | 27605
919.789.9977

11020 David Taylor
Drive | Suite 115
Charlotte, NC | 28262
704.714.4880

5030 New Centre
Drive | Suite B
Wilmington, NC
28403 | 910.523.5715

10800 Midlothian
Turnpike | Suite 100
Richmond, VA
23235 | 804.594.0181

sepiengineering.com
@SEPIengineers

August 24, 2016

Lynn Raynor, PE
Civil Engineer II
Public Works Department
City of Greenville
1500 Beatty Street
Greenville, NC 27834

Subject: On Call Construction Engineering & Inspection Services and Construction Materials Testing Services – City of Greenville – 2016/2017 TIP Projects - Greenville, NC

Dear Mr. Raynor,

SEPI Engineering & Construction, Inc. (SEPI) is pleased to provide the City of Greenville with an estimate and scope for Professional Construction Engineering and Inspection and Construction Materials Testing Services for the 2016/2017 TIP Projects. This estimate is based upon our understanding of the project information and scope of work as provided by the project contract(s), plans, and the City of Greenville's Request for Letter of Interest in June 3, 2016.

SEPI offers our clients a wide spectrum of services and we pride ourselves on being a full-service civil engineering and construction management firm with a 15-year history of providing professional engineering consulting services throughout North Carolina and the southeastern United States. Our services include site/civil engineering; land planning; surveying; environmental; planning; roadway design; traffic engineering; water resources; environmental remediation; construction engineering and inspection; and operations and maintenance. Our multi-disciplined structure enables SEPI to provide full consulting services for every step of a project from inception to implementation. SEPI is a Small Professional Services Firm (SPSF) with NCDOT. SEPI is a certified Women's Business Enterprise (WBE) in North Carolina, South Carolina, Florida, Georgia, Maryland, Tennessee, Virginia, and West Virginia. Our corporate office is located in Raleigh, with branch offices located in Charlotte and Wilmington, North Carolina.

Scope and Fee

Our scope of services includes your desire to have all material verification and materials testing associated with this project, performed to minimum City of Greenville and NCDOT specifications. The scope of this project would include the following:

- Standard proctor value on the subgrade;
- In place density testing on the subgrade in accordance with NCDOT protocols;
- In place density testing on the aggregate base in accordance with NCDOT protocols (the proctor density will be based on the latest NCDOT proctor value)
- Preparation and seven day strength testing of field samples of concrete samples
- In the event asphalt cores are not taken, a nuclear gauge will be used. 24 hour gauge coordination by contractor is needed prior to test strips.
- Conduct all concrete field testing (which includes concrete air entrainment and concrete slump).
- Produce concrete cylinders and deliver to third party laboratory for testing.
- Monitor sedimentation and erosion control devices and document revisions to include in project "as-builts"
- Monitor traffic control plans for compliance

- Monitor utility conflicts and relocations
- Inspect asphalt repair/laydown operations
- Maintain project documentation in accordance with minimum City of Greenville and NCDOT standards.

SEPI construction technicians will have all equipment necessary to conduct their work in their possession at all times. All equipment will be well maintained, recently calibrated, and in good working order. SEPI will provide appropriate vehicle for requirements of project. SEPI will provide reliable computer with WiFi capability.

The Construction Technician has the ability to inspect construction phases for roadway/structure construction projects under the supervision of the construction project manager, or other supervisory personnel. The work by the Construction Technician is predicated upon the requirement to act and make decisions independently for routine project issues and to foster partnering relationships with the City of Greenville, contractors, the general public, or other project stakeholders. The Construction Technician will monitor the work of contractors to ensure quality control and contractor compliance of moderate complexity. The inspector will be flexible in his responsibilities and will use the direction of the engineer to incorporate plan changes and/or non-conformance of the contractor. This technician also maintains diaries and other project documentation.

The Construction Manager's function is to manage the assigned elements of a construction project to assure quality of the contractor's compliance with the plans and contract documents, conduct preconstruction meetings, manage project personnel staffing, project inspection, and contract administration.

The fees noted below include travel time and management/coordination/administration. Any direct expenses required beyond those considered customary will be reviewed with the City of Greenville for approval prior to expense.

Introduction:

SEPI Engineering & Construction (SEPI) will be assisting the City of Greenville on Construction Engineering and Inspection and Construction Materials Testing services for the subject project(s).

Description of Work Required:

Based upon information provided by the City of Greenville, contract documents, plans, and permits, construction technician(s) are needed for the inspection and observation of the construction of three projects listed: 1. B-5100 Replacement of Bridge #421 on King George Road; 2. EB-5539 South Tar Greenway Phase 3; and 3. SR-5001CA Safe Routes to School Program. Scope of work will include inspection of subgrades; compaction testing of fill soils; concrete material sampling and testing; nuclear gauge testing of aggregate base material and asphalt; monitoring sedimentation and erosion control devices; structure inspection; monitoring traffic control; monitor utility conflicts and relocations; and inspection of asphalt repair/laydown as needed for this project in accordance to minimum NCDOT standards.

Project Administration:

1.1 General Administration

1. Project construction administration will be directed by the City of Greenville (COG)
2. SEPI will take direction from COG on schedule;
3. SEPI will coordinate all contractor communications with COG Project Manager
4. SEPI fee is based upon an average 40 hours/week. Actual time invoiced will be based upon time on the project and performing duties associated with COG project.
5. SEPI will observe and inspect project per project contract, plans and NCDOT Standards and Specifications and any governing City of Greenville specifications.

General Design:

- 2.1 Project Quantities - SEPI will follow design plans (and any field plan revisions) to calculate quantities and document material received in accordance with NCDOT standard practices and will be based upon the latest version of the Standard Specifications and Project Special Provisions (2012).
- 2.2 Project Special Provisions - SEPI will observe and interpret the project special provisions for this project using the most current revisions in the contract document.

Construction Engineering and Inspection Services:

- 3.1 Daily Inspection Reports - SEPI will observe daily operations of contractor per NCDOT standards and specifications.
- 3.2 Project Diaries - SEPI will document daily operations of contractor per NCDOT standards and specifications, and in accordance to the NCDOT Construction Manual with the approved daily report form. All needed forms will be identified prior to project to insure correct documentation is used.
- 3.3 Materials Received - SEPI will record all material received per NCDOT standards specifications and in accordance to the NCDOT Construction Manual, unless otherwise noted.
- 3.4 Maintain Pay Record Book - SEPI will record and document pay items per NCDOT standards, specifications, and the NCDOT Construction Manual, unless otherwise noted.
- 3.5 Coordinate Material Testing - SEPI will coordinate all testing with a certified testing laboratory.
- 3.6 Subgrade Evaluation - SEPI will observe and inspect subgrade operations, including density tests.
- 3.9 Material Testing - where appropriate and identified by scope, SEPI will provide field testing per NCDOT standards and specifications and within frequencies specified in the NCDOT Minimum Sampling Guide. All testing technicians assigned to this project will be certified by NCDOT.

QA/QC:

- 4.1 As part of SEPI's QA/QC process, SEPI's Project Manager will conduct project inspections to insure compliance and quality of work.
 1. On-Site PM Review - This will be done as needed for a documentation review
 2. Coordination with job progress will be part of the QC process.

Project Coordination:

5.1 For these project(s) the SEPI Team is available to attend the Preconstruction Meeting if requested.

Project Schedule:

6.1 SEPI will coordinate the monitoring of work associated with this project when the scope and fee is approved by COG

Exclusions:

7.1 If additional services are needed, this will be further negotiated.

Invoicing:

8.1 SEPI will send invoices on a monthly basis.

Estimate

Our Labor Structure Fee Schedule is:

Local supported projects: Refer to the attached NCDOT estimate spread sheet.

Scope of work will include proof rolling subgrades, compaction testing of fill soils, and nuclear gauge testing of asphalt. We will inspect and monitor sidewalk installation and repair; asphalt repair and resurfacing; curb and gutter placement and repair; seeding; and document control - Construction Technician(s) 4098 hours; Project Manager 232 hours. Total Cost with labor and directs - \$355,730.

Statement of Firm Being On Register.

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

STATEMENT OF FIRM BEING ON REGISTER

SEPI is properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveys and carries the requested professional liability insurance coverage.

We have the financial capacity to undertake this assignment and have the accounting system to identify project costs accurately.

DATE OF MOST RECENT PRE-QUALIFICATION

SEPI submitted our Private Engineering Firm Qualification Package (From-PREQUAL-1) and Private Consulting Firm Questionnaire for renewal on February 25, 2016. The date of our most recent Private Engineering firm Qualification letter is April 13, 2016. The SEPI Team will comply with all applicable federal, state, and local regulations regarding equal employment opportunity.

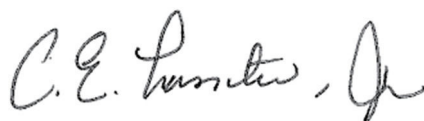
SEPI

SEPI maintains Workers Compensation Insurance and General Liability Insurance coverage of \$2,000,000 for our Firm. Upon receipt of a Notice of Intent to Award (NIA) and/or Notice of Award, our team can provide Certificates of Insurance.

CONFIDENTIALITY

This proposal was prepared by SEPI solely for your internal use in evaluating SEPI's services. SEPI considers the pricing technical and business information containing in this estimate to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other as specifically stated above and shall not be disclosed to any other party without SEPI's prior written consent.

Sincerely,



C. E. "Neil" Lassiter, PE
CEI Division Manager

The return of this executed document will serve as the Notice to Proceed.

Accepted By:

Print: _____

Signature: _____

Date: _____

Attachment B

CEI and ALL TECHNICIANS - SCOPE and ESTIMATE - WITH SHFT PREMIUM @ 8% PLUS STAND-ALONE @ 0% (CALC)		Version: 2016.01.08 FJS			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION					
PROFESSIONAL SERVICES MANAGEMENT UNIT					
Construction Engineering and Inspection (CEI)					
WBS-XXXX.XX					
Greenville NCDOT TP On Call CEI and Construction Materials Testing Services					
LSC #XXXXXXXXXX					
ENGINEERING AND INSPECTION TECHNICIANS					
Regular Direct Labor					
PRIME CONTRACTOR NAME	Prime Contractor Technicians	\$	116,920.88	Prime CEI Tech Salary Cost	Prime CEI Tech Fee Cost
	Prime Contractor Overhead Audited - FIELD	125.84%	\$ 147,193.24	\$ 264,054.12	\$ 23,764.87
SUBCONTRACTOR1 NAME	Subcontractor1 Technicians	\$	-	Sub1 CEI Tech Salary Cost	Sub1 CEI Tech Fee Cost
	Subcontractor1 Overhead Audited - FIELD		\$ -	\$ -	\$ -
SUBCONTRACTOR2 NAME	Subcontractor2 Technicians	\$	-	Sub2 CEI Tech Salary Cost	Sub2 CEI Tech Fee Cost
	Subcontractor2 Overhead Audited - FIELD		\$ -	\$ -	\$ -
SUBCONTRACTOR3 NAME	Subcontractor3 Technicians	\$	-	Sub3 CEI Tech Salary Cost	Sub3 CEI Tech Fee Cost
	Subcontractor3 Overhead Audited - FIELD		\$ -	\$ -	\$ -
Subtotal		\$	264,054.12	\$ 264,054.12	\$ 23,764.87
Operating Margin (Fixed Fee Rate) (Usually 9%)		9.00%	\$ 23,764.87		
Subtotal		\$	287,818.99		
PRIME CONTRACTOR NAME	TOTAL PREMIUM LABOR - Prime Contractor	\$	-	Prime TOTAL CEI Tech Cost	\$ 287,818.99
SUBCONTRACTOR1 NAME	TOTAL PREMIUM LABOR - Subcontractor1	\$	-	Sub1 TOTAL CEI Tech Cost	\$ -
SUBCONTRACTOR2 NAME	TOTAL PREMIUM LABOR - Subcontractor2	\$	-	Sub2 TOTAL CEI Tech Cost	\$ -
SUBCONTRACTOR3 NAME	TOTAL PREMIUM LABOR - Subcontractor3	\$	-	Sub3 TOTAL CEI Tech Cost	\$ -
TOTAL DIRECT SALARY COST CEI TECHNICIANS		\$	287,818.99		\$ 287,818.99
PROJECT MANAGEMENT/CONTRACT ADMINISTRATION					
Position		Direct Labor			
PRIME CONTRACTOR NAME	Prime Contractor Project Manager	\$	15,613.60	Prime PM/CA Salary Cost	Prime PM/CA Fee Cost
PRIME CONTRACTOR NAME	Prime Contractor Overhead	125.84%	\$ 19,648.15	\$ 35,261.75	\$ 3,173.56
SUBCONTRACTOR1 NAME	Subcontractor1 Project Manager	\$	-	Sub1 PM/CA Salary Cost	Sub1 PM/CA Fee Cost
SUBCONTRACTOR1 NAME	Subcontractor1 Overhead		\$ -	\$ -	\$ -
SUBCONTRACTOR2 NAME	Subcontractor2 Project Manager	\$	-	Sub2 PM/CA Salary Cost	Sub2 PM/CA Fee Cost
SUBCONTRACTOR2 NAME	Subcontractor2 Overhead		\$ -	\$ -	\$ -
SUBCONTRACTOR3 NAME	Subcontractor3 Project Manager	\$	-	Sub3 PM/CA Salary Cost	Sub3 PM/CA Fee Cost
SUBCONTRACTOR3 NAME	Subcontractor3 Overhead		\$ -	\$ -	\$ -
Subtotal		\$	35,261.75		
Operating Margin (Fixed Fee Rate) (Usually 9%)		9.00%	\$ 3,173.56	\$ 35,261.75	\$ 3,173.56
TOTAL DIRECT SALARY COST PM/CA		\$	38,435.31		\$ 38,435.31
APPENDIX D (continued)					
PROJECT DIRECT EXPENSES					
TOTAL DIRECT EXPENSES		\$	28,812.29	PRIME DIRECTS COST	\$ 28,812.29
				SUB1 DIRECTS COST	\$ -
				SUB2 DIRECTS COST	\$ -
				SUB3 DIRECTS COST	\$ -
					\$ 28,812.29
AGREEMENT COSTS AND FEES SUMMARY					
Direct Salary Cost CEI Technicians		\$	287,818.99		
Direct Salary Cost Project Management/Contract Administration		\$	38,435.31		
Project Direct Expenses		\$	28,812.29		
TOTAL AGREEMENT COSTS AND FEES		\$	355,066.59		
PRIME CONTRACTOR NAME	Facilities Cost of Capital (Prime Contractor TECHNICIANS) FIELD	0.5000%	\$ 584.60	Prime TOTAL CoC Cost	PRIME TOTAL D&ND Salary COST
PRIME CONTRACTOR NAME	Facilities Cost of Capital (Prime Contractor PROJECT MANAGER) HOME	0.5000%	\$ 78.07	\$ 662.67	\$ 326,916.97
SUBCONTRACTOR1 NAME	Facilities Cost of Capital (Subcontractor 1 TECHNICIANS) FIELD		\$ -	Sub1 TOTAL CoC Cost	Sub1 TOTAL D&ND Salary COST
SUBCONTRACTOR1 NAME	Facilities Cost of Capital (Subcontractor 1 PROJECT MANAGER) HOME		\$ -	\$ -	\$ -
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 TECHNICIANS) FIELD		\$ -	Sub2 TOTAL CoC Cost	Sub2 TOTAL D&ND Salary COST
SUBCONTRACTOR2 NAME	Facilities Cost of Capital (Subcontractor 2 PROJECT MANAGER) HOME		\$ -	\$ -	\$ -
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 TECHNICIANS) FIELD		\$ -	Sub3 TOTAL CoC Cost	Sub3 TOTAL D&ND Salary COST
SUBCONTRACTOR3 NAME	Facilities Cost of Capital (Subcontractor 3 PROJECT MANAGER) HOME		\$ -	\$ -	\$ -
TOTAL Non-DIRECT SALARY COST CEI TECHNICIANS & PM/CA		\$	662.67	\$ 662.67	\$ 326,916.97
TOTAL DIRECT and NON-DIRECT SALARY COST CEI TECHs & PM/CA		\$	326,916.97		
Contingency					
TOTAL AGREEMENT AMOUNT		\$	355,729.26	TOTAL AGREEMENT AMOUNT	\$ 355,729.26
FOR STAND-ALONE PURCHASE ORDERS ONLY - ADDITIVE:					
STAND-ALONE PO WILL BE WRITTEN FOR THIS AMOUNT:					
MAN-HOURS TECHNICIANS		4098			
MAN-HOURS PROJECT MANAGEMENT		232			
TOTAL MAN-HOURS		4330			
LABOR COSTS		\$ 326,916.97			
DIRECT EXPENSES		\$ 28,812.29			
TOTAL COSTS		\$ 355,729.26			



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Resolution declaring 12 vehicles as surplus and authorizing disposition by public auction

Explanation: **Abstract:** The Public Works Department/Fleet Division replaced 12 vehicles in accordance with the Vehicle Replacement Plan and has determined that the 12 replaced vehicles are surplus to the City's needs. The vehicles are now declared as surplus and ready to be sold by public auction.

Explanation: Prior to the end of fiscal year 2015-16, the Public Works/Fleet Division replaced the 12 vehicles listed below in accordance with the Vehicle Replacement Plan. The vehicles are now declared as surplus to the City's needs and are ready to be sold by public auction.

On November 11, 2014, the City entered into an agreement with Greenville Auto Auction, a local auction dealer, to sell its surplus vehicles via public auction.

These vehicles will be sold at a public auction to be held at Greenville Auto Auction located at 4330 Dickinson Avenue in Greenville, NC, on October 27, 2016, at 10:30 a.m. The public is welcome to attend and bid on these vehicles. Anyone desiring information regarding the process for registering and bidding can contact the City of Greenville Financial Services Department/Purchasing Division at 252-329-4664.

Asset#	Year	Make	Model	Type	VIN#
6980	2010	Ford	Crown Victoria	4 Dr. Sedan	2FABP7BVXAX118782
7056	2011	Ford	Crown Victoria	4 Dr. Sedan	2FABP7BV4BX120576
6844	2009	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71V19X100520
5746	2004	Ford	Crown Victoria	4 Dr. Sedan	2FAFP71W04X100534
5794	2004	Freightliner	Knuckle	Flatbed	1FVABTAK94HM66568

			Boom 4300		
7042	2011	Freightliner	Leaf Collector M2	Flatbed	1FVHCYBS5BDAZ8758
5928	2004	GMC	Rear Loader C8500	Flatbed	1GDT8C4C64F501212
6738	2008	GMC	Rear Loader C8500	Flatbed	1GDV8C4BX8F402964
6850	2009	GMC	Rear Loader C8500	Flatbed	1GDV8C4B79F400414
3732	1998	International	Dump Truck 4900	Flatbed	1HTSHAARXWH540618
20003	2004	Ford	Taurus	4 Dr. Sedan	1FAFP52U14A185023
6142	2005	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W15X134587

Fiscal Note:

Proceeds from the sale of the vehicles will be returned to the City, net of the 7.5% auction fee, and deposited into the Vehicle Replacement Fund.

Recommendation:

Approval of the resolution declaring the vehicles as surplus and authorizing their disposal via public auction by Greenville Auto Auction on October 27, 2016.

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

Attachments / click to download

 [Resolution for Sale of Surplus Property](#)

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#
6980	2010	Ford	Crown Victoria	4 Dr. Sedan	2FABP7BVXAX118782
7056	2011	Ford	Crown Victoria	4 Dr. Sedan	2FABP7BV4BX120576
6844	2009	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71V19X100520
5746	2004	Ford	Crown Victoria	4 Dr. Sedan	2FAFP71W04X100534
5794	2004	Freightliner	Knuckle Boom 4300	Flatbed	1FVABTAK94HM66568
7042	2011	Freightliner	Leaf Collector M2	Flatbed	1FVHCYBS5BDAZ8758
5928	2004	GMC	Rear Loader C8500	Flatbed	1GDT8C4C64F501212
6738	2008	GMC	Rear Loader C8500	Flatbed	1GDV8C4BX8F402964
6850	2009	GMC	Rear Loader C8500	Flatbed	1GDV8C4B79F400414
3732	1998	International	Dump Truck 4900	Flatbed	1HTSHAARXWH540618
20003	2004	Ford	Taurus	4 Dr. Sedan	1FAFP52U14A185023
6142	2005	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W15X134587

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 **October 27, 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 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Report on Bids and Contracts Awarded

Explanation: **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

Explanation: The Director of Financial Services reports that the following contracts were awarded during the month of August.

Date Awarded	Description	Vendor / PO #	Amount	MWBE Vendor?	Does Local Preference Apply?
8/2/2016	Fusion In-Car Camera System for Police	Coban Technologies 17000035	\$53,980.00	No	No
8/8/2016	(3) 2017 Ford Escapes *NC Sheriff's Association Cooperative Contract (No Bid)	Asheville Ford LLC 17000040	\$61,424.48	No	No

Fiscal Note: Funding for the bids and contracts awarded is included in the City of Greenville's 2016-17 budget ordinance.

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

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 9/8/2016
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 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
Beachum, Donna L.	Registered Motor Vehicle	124.20
Branch, David	Registered Property Tax	456.22
Church, Leslie E.	Registered Property Tax	121.77
County Line Transport, LLC	Registered Motor Vehicle	221.11
Craddock, Brock	Registered Property Tax	319.98
Garnet, Stacey N. M.	Registered Property Tax	531.06
Gurkins, Jeston B.	Registered Motor Vehicle	111.46
Hernandez, Miguel Martinez	Registered Motor Vehicle	204.70
Howard, William E.	Registered Motor Vehicle	987.46
McCann, Thomas S.	Registered Motor Vehicle	171.98
Minges Bottling Group, Inc.	Registered Property Tax	16,853.68
Phillips, Daniel L.	Registered Property Tax	132.74
Reed, Jacqueline R.	Registered Property Tax	177.11
Stocks, Jessie W. Jr.	Registered Property Tax	961.16
Yeomans, Daniel W.	Registered Motor Vehicle	100.75

Fiscal Note: The total to be refunded is \$21,475.38.

Recommendation: Approval of tax refunds by City Council

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Arlington Acres involving 9.4928 acres located at the southwest corner of the intersection of Arlington Boulevard and the Norfolk Southern Railroad

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Arlington Acres involving 9.4928 acres located at the southwest corner of the intersection of Arlington Boulevard and the Norfolk Southern Railroad. The subject area is currently undeveloped and is anticipated to accommodate 70,000 square feet of office space.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: August 29, 2016
2. City Council public hearing date: September 8, 2016
3. Effective date: June 30, 2017

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 9.4928
4. Voting Districts: 1
5. Township: Greenville
6. Vision Area: F

- 7. Zoning: MO (Medical-Office)
- 8. Land Use: Existing: Vacant
Anticipated: 70,000 square feet of office space
- 9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	-----	0
Current Minority	-----	0
Estimated Minority at full development	-----	0
Current White	-----	0
Estimated White at full development	-----	0

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Red Oak
- 11. Greenville Fire District: Station #2 (Distance of 0.5 miles)
- 12. Present Tax Value: \$2,190,197
Estimated Future Tax Value: \$9,190,197

Fiscal Note: The total estimated tax value at full development is \$9,190,197.

Recommendation: Approve the attached ordinance to annex Arlington Acres

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

Attachments / click to download

-  [Attachment](#)
-  [Ordinance_Arlington_Acres_Annexation_1035533](#)

ORDINANCE NO. 16-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 8th day of September, 2016, after due notice by publication in The Daily Reflector on the 29th day of August, 2016; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Arlington Acres" involving 9.4928 acres as prepared by Spruill & Associates, Inc.

LOCATION: Lying and being situated in Greenville Township, Pitt County, North Carolina, located at the southwest corner of the intersection of Arlington Boulevard and the Norfolk Southern Railroad.

GENERAL DESCRIPTION:

Being that certain tract or parcel of land lying and being situate in Greenville Township, Pitt County, North Carolina bring bounded by on the northwest by the property of TFW Commercial Properties, on the northeast by Arlington Boulevard (NCSR 1323), on the southeast by the property of Catherine S. Evans and on the southwest by the property of James A, Evans and being more particularly described as follows:

Commencing at an existing iron located at the intersection of the southeast right-of-way line of Emerald Place with the northeast right-of-way line of Arlington Boulevard (NCSR 1323); thence N 08°33'43" W 173.34 feet to an existing right-of-way disk located at the intersection of the north right-of-way of Norfolk & Southern Railroad with the southwest right-of-way line of Arlington Boulevard and being the POINT OF BEGINNING; thence from said beginning point so established with said southwest right-of-way line of Arlington Boulevard S 43°40'29" E 124.93 feet to an existing right-of-way disk on the south right-of-way line of Norfolk & Southern Railroad; thence continuing with the southwest right-of-way line of Arlington Boulevard S 43°26'16" E 757.37 feet to an iron pipe set at the northern most corner of the property of Catherine S. Evans as described in Deed Book 226, Page 1 of the Pitt County Registry; thence with the Catherine S. Evans northwest line of S 37°44'30 W 396.60 feet to an existing iron pipe on the northeast line of the property of Jimmy A. Evans as described in Deed Book 1146, Page 555 of the

Pitt County Registry; thence with the Jimmy A. Evans northeast line of N 43°21'56" W 1,107.75 feet to an existing iron pipe on the south right-of-way line of Norfolk & Southern Railroad; thence continuing N 43°21'56" W 124.43 feet to a point on the north right-of-way of line of Norfolk & Southern Railroad common with the south property line of TFW Commercial Properties as described Deed Book 2506, Page 801 of the Pitt County Registry; thence with the north right-of-way of line of Norfolk & Southern Railroad and the south property line of TFW Commercial Properties N 83°07'10" E 485.32 feet to the POINT OF BEGINNING containing 9.4928 acres and being comprised of the property described in Deed Book 240, Page 431 known as Tract 3B as shown in Deed Book 226, Page 4, both of the Pitt County Registry, in addition to a portion of Norfolk & Southern Railroad right-of-way lying north of and adjacent to the north line of said Tract 3.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district one. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district one.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2017.

ADOPTED this 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

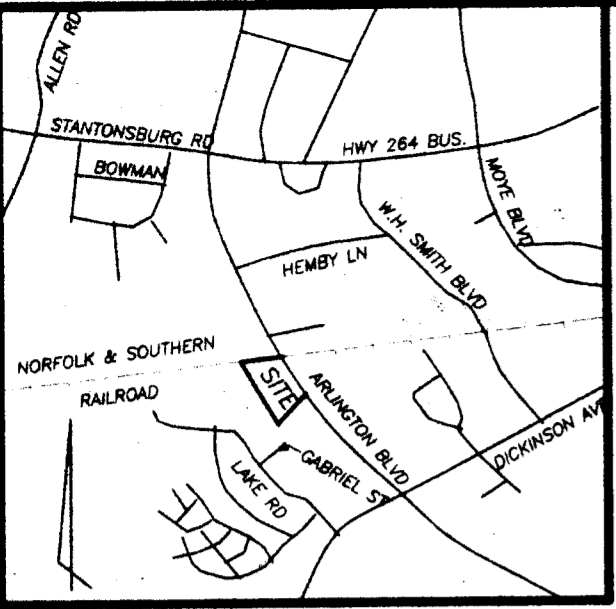
I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this ____th day of ____, 2016.

Notary Public

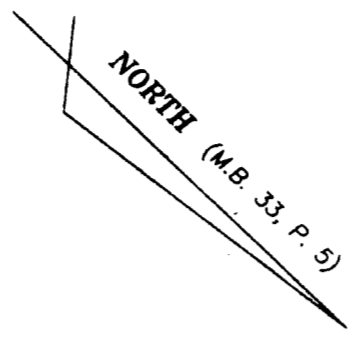
My Commission Expires: _____

1035533



VICINITY MAP
SCALE: 1" = 1000'

JAMES A. EVANS, ET. AL.
D.B. 1146, P. 555
M.B. 4, P. 63

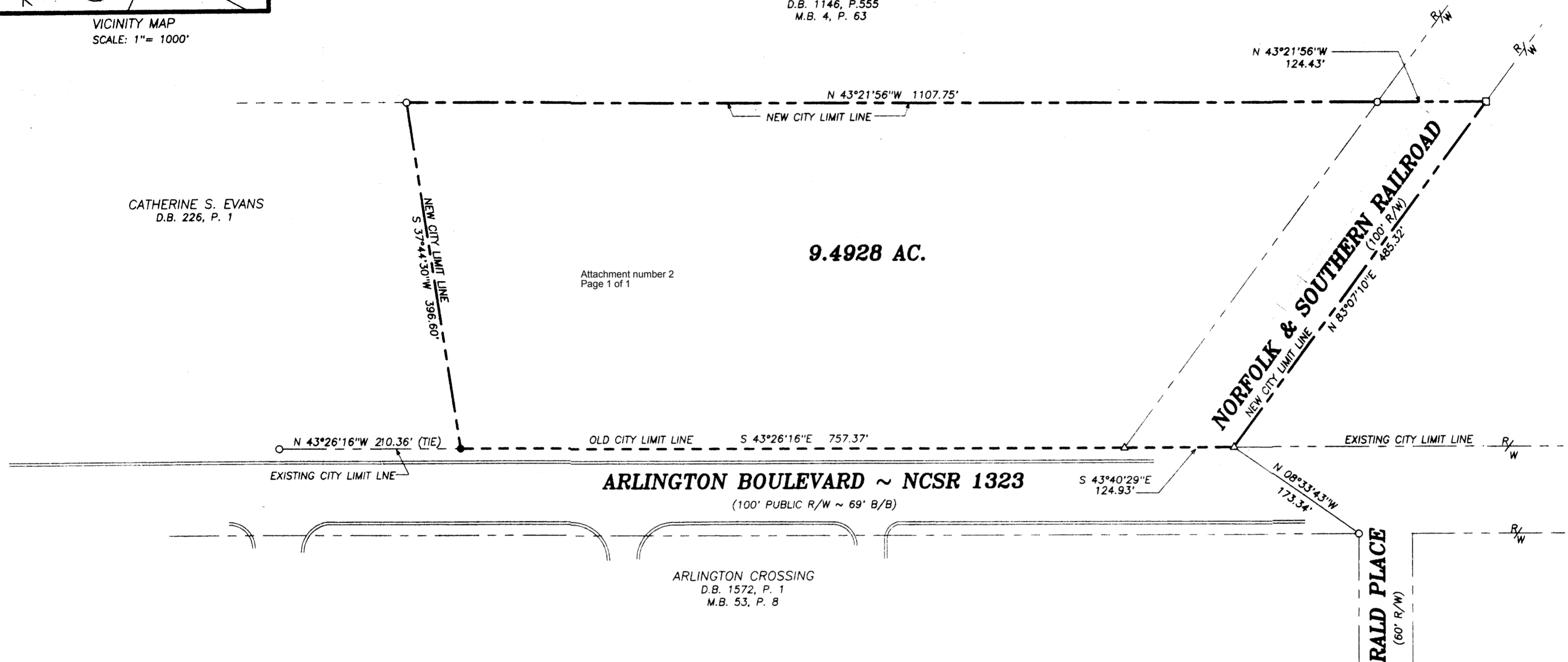


CATHERINE S. EVANS
D.B. 226, P. 1

9.4928 AC.

TFW COMMERCIAL
PROPERTIES
D.B. 2506, P. 801

Attachment number 2
Page 1 of 1



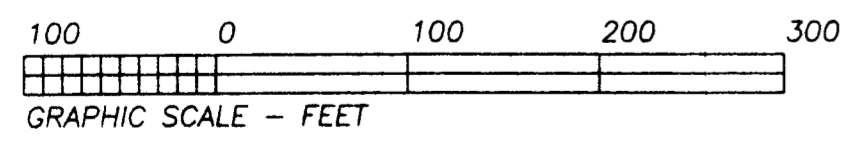
ARLINGTON BOULEVARD ~ NCSR 1323
(100' PUBLIC R/W ~ 69' B/B)

ARLINGTON CROSSING
D.B. 1572, P. 1
M.B. 53, P. 8

- LEGEND**
- EXISTING IRON PIPE
 - △ EXISTING R/W DISK
 - IRON PIPE SET
 - NO POINT SET
 - R/W RIGHT OF WAY
 - OLD CITY LIMIT
 - NEW CITY LIMIT
 - EXISTING CITY LIMIT
- REFERENCES**
- D.B. 226, P. 1
 - D.B. 366, P. 738
 - D.B. 380, P. 381
 - M.B. 4, P. 63
 - NCDOT HIGHWAY PLANS FOR PROJECT No. 9.8022019
 - PITT COUNTY REGISTRY

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES



PARCEL No. 07116 SHEET 1 OF 1

ANNEXATION MAP FOR
ARLINGTON ACRES (2011)
DEED BOOK 240, PAGE 431
BEING A PORTION OF PLAT 307 OF THE BURTON P. EVANS DIVISION
GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

Sprull & Associates Inc
2747 East Tenth Street
Greenville, North Carolina 27668
(252) 757-1200 Firm No. C-978

SURVEYED: DMJ APPROVED: SNS
DRAWN: CLB DATE: 7-8-16
CHECKED: JAD SCALE: 1" = 100'

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE

EFFECTIVE DATE: _____ ORDINANCE NO. _____ AREA: _____

GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

I, STEPHEN N. SPRULL CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL FIELD SURVEY MADE BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS EXEMPT FROM G.S. 47-30 AS SET FORTH IN SECTION (j) THEREOF.

_____, P.L.S.

PITT COUNTY, NORTH CAROLINA

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT STEPHEN N. SPRULL, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS _____ DAY OF _____ 016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

990.271N

990.271N



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Ordinance requested by Happy Trail Farms, LLC to rezone 7.690 acres located at the northwestern corner of the intersection of Arlington Boulevard and Dickinson Avenue from MO (Medical-Office) to MCG (Medical-General Commercial)

Explanation: **Abstract:** The City has received a request from Happy Trail Farms, LLC to rezone 7.690 acres located at the northwestern corner of the intersection of Arlington Boulevard and Dickinson Avenue from MO (Medical-Office) to MCG (Medical-General Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on August 2, 2016.
On-site sign(s) posted on August 2, 2016
City Council public hearing notice (property owner and adjoining property owner letter) mailed on August 23, 2016.
Public hearing legal advertisement published on August 29, 2016 and September 5, 2016.

Comprehensive Plan:

The subject area is located in Vision Area F.

The Future Land Use Plan Map (FLUPM) recommends office/institutional/multi-family (OIMF) at the intersection of Arlington Boulevard and Dickinson Avenue then transitions to commercial (C) at the northwestern corner of the intersection of Dickinson Avenue and Spring Forest Road.

There is a designated neighborhood focus area at the intersection of Dickinson Avenue and Spring Forest Road. These areas are intended to contain 40,000+/- square feet of conditioned floor space.

This area was not part of any FLUMP amendments at the time of the adoption of

the Medical District Land Use Plan Update (2008).

Arlington Boulevard is designated as a "connector corridor " from West 5th Street to its intersection with Bells Chapel Road.

Dickinson Avenue is designated as a “connector corridor” from Reade Circle to Arlington Boulevard and as a “residential corridor” from Arlington Boulevard to Allen Road.

Connector corridors are anticipated to contain a variety of higher intensity activities and uses whereas residential corridors are preferred to accommodate lower intensity residential uses.

Urban Form & Land Use Objectives:

UF20. To concentrate higher intensive uses in employment and focus areas.

UF22. To ensure proper size of and spacing between focus areas.

Policy Statements

5. Intermediate/Neighborhood Focus Areas

5(a). The location of these areas should be evaluated based on surrounding residential development patterns and the lack of alternative retail uses to serve these areas. Neighborhood Focus Areas should have a neighborhood-size market area.

5(c). Neighborhood and Intermediate Focus Areas should be compatible in size and scale with surrounding development.

Land Use Implementation Strategies:

2(e). Concentrate commercial development in well-defined nodes.

2(h). Office/Institutional/Multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity.

2(i). Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses.

Thoroughfare/Traffic Report Summary (PWD-Engineering Division):

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 1,368 trips to and from the site on Arlington Boulevard, which is a net increase of 1,028 additional trips per day.

Based on possible use permitted by the requested rezoning, the proposed

rezoning classification could generate 1,368 trips to and from the site on Dickinson Avenue, which is a net increase of 1,028 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

History/Background:

In 1972, the subject properties were incorporated into the City's ETJ (extra-territorial jurisdiction) and zoned RA20 (Residential-Agricultural). In 1996, a portion of the property was rezoned to O (Office). In 2007, all of the property was rezoned to MO (Medical-Office).

A portion of the subject property is part of the approved preliminary plat for Arlington West Office Park that was approved in 2002.

Present Land Use:

Vacant and one (1) single-family residence

Water/Sewer:

Water and sanitary sewer are available.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

There are no known environmental constraints.

Surrounding Land Uses and Zoning:

North: O - Arlington West Office Park (1 building); RA20 - Farmland

South: OR and RA20 - Vacant

East: O - Carolina Vision Care and Diamond Pointe Professional Center

West: RA20 - One (1) single-family residence and farmland

Density Estimates:

Under the current zoning (MO), the site could accommodate 61,680+/- square feet of office space.

Under proposed zoning (MCG), the site could accommodate 61,680+/- square feet of retail space.

The anticipated build-out is within one (1) year.

Additional Staff Comments:

In June 2003, the MO zoning district was amended to include a variety of limited commercial activities that includes pharmacies (free-standing) and fast foot restaurants located in a multi-unit structure which contains not less than three (3) individual units.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is not in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map and the Medical District Land Use Plan Update (2008).

"Not in compliance with the comprehensive plan" should be construed as meaning the requested zoning (i) is specifically noncompliant with plan objectives and recommendations including the range of allowable uses in the proposed zone, etc... and/or is of a scale, dimension, configuration or location that is not objectively in keeping with plan intent and (ii) does not promote or preserve the desired urban form. The requested zoning is considered undesirable and not in the public interest, and staff recommends denial of the requested rezoning.

The Planning and Zoning Commission voted to approve the request at its August 16, 2016 meeting.

If the City Council determines to approve the zoning map amendment, a motion to adopt the attached zoning map amendment ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the zoning map amendment, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Objective E14 to encourage healthy economic development and UF7 to encourage "infill" development and discourage "leap frog" development, and further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community by directing more intensive land uses to areas that have existing or planned infrastructure.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

- [Attachments](#)
 - [Ordinance Happy Trail Farms rezoning 16_11_1035276](#)
 - [Minutes Happy Trail Farms rezoning 16_11_1035368](#)
 - [List of Uses for MO to MCG 986293](#)
-

ORDINANCE NO. 16-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 8th day of September, 2016, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Objective E14 to encourage healthy economic development and UF7 to encourage “infill” development and discourage “leap frog” development; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community by directing more intensive land uses to areas that have existing or planned infrastructure; and

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

Section 1. That the following described territory is rezoned from MO (Medical-Office) to MCG (Medical-General Commercial).

TO WIT: James A. Evans, Amos J. Evans and Amos Ray Evans etal
Properties

LOCATION: Located at the northwestern corner of the intersection of Arlington
Boulevard and Dickinson Avenue.

Beginning at a point where the western right-of-way of NCSR 1323 (Arlington Boulevard) intersects the northern right-of-way of NCSR 1620 (Dickinson Avenue). From the above described beginning, so located, running thence as follows:

With the northern right-of-way of NCSR 1620 (Dickinson Avenue), S 42°05'02" W 88.03', S 42°06'31" W 171.13' and S 42°40'45" W 255.39', thence leaving the northern right-of-way of NCSR 1620 (Dickinson Avenue), N 45°12'45" W 127.16' to a point, thence N 45°12'54" W 141.30' to a point, thence S 47°26'49" W 6.90' to a point, thence N 45°17'26" W 534.34' to a point, thence N 50°59'21" E 273.05' to a point, thence S 31°15'59" E 79.80' to a point, thence S 50°25'02" E 164.95' to a point, thence N 45°44'49" E 57.01' to the point of curvature, thence with a curve to the left an arc distance of 49.23' having a radius of 143.00' and a chord bearing N 35°52'59" E 48.99' to a point, thence N 44°13'35" W 5.75' to a point, thence N 37°43'30" E 99.63' to a point on the curved western right-of-way of NCSR 1323 (Arlington Boulevard), thence with the curved western right-of-way of NCSR 1323 (Arlington Boulevard), a curve to the left an arc distance of 60.00' having a radius of 5779.58' and a chord bearing S 52°37'58" E 60.00' to the point of tangency, thence S 54°12'08" E 269.81', S 55°54'24" E 75.39', S 56°16'25" E 96.28 and S 06°40'29" E 51.69' to the point of beginning containing 7.690 acres.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

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

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1035276

Excerpt from the DRAFT Planning & Zoning Commission Minutes (08/16/2016)

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE 7.690 ACRES LOCATED AT THE NORTHWESTERN CORNER OF THE INTERSECTION OF ARLINGTON BOULEVARD AND DICKINSON AVENUE FROM MO (MEDICAL-OFFICE) TO MCH (MEDICAL-GENERAL COMMERCIAL) – APPROVED

Ms. Gooby delineated the property. She stated that the rezoning is located in the center of the city and specifically located at the intersection of Arlington Boulevard and Dickinson Avenue. The property is also located in the Medical District. The Medical District Land Use Plan and the Horizons Plan contain the same language and maps that complement one another. A portion of the rezoning is included on the approved preliminary plat for Arlington West Office Park. The property is largely vacant but contains one single-family residence. The property is zoned MO (Medical-Office) as is most of the area to the north. There is commercial zoning at the intersection of Dickinson Avenue and Spring Forest Road. The property is located between two focus areas: one at the intersection of Dickinson Avenue and Memorial Drive and one at the intersection of Dickinson Avenue and Spring Forest Road. Focus areas are where commercial is anticipated and encouraged. The comprehensive plan states that higher intensive uses should be located at focus areas and should be concentrated in well-defined nodes. Office/institutional/multi-family (OIMF) should be used between focus areas to act as a buffer and preserve vehicle carrying capacity which prevents linear expansion of commercial along streets. Since the rezoning is from office to commercial, an increase in traffic is anticipated. There are curb cuts on Arlington Boulevard and Dickinson Avenue. Retail is the anticipated use. The FLUPM recommends OIMF along both side of Arlington Boulevard from the railroad to the commercial zoning at South Memorial Drive. In staff's opinion, the request is not in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map and the Medical District Land Use Plan. It doesn't promote the desired urban form, does not support the statements in the plan related to concentrating commercial zoning at focus areas and preventing linear expansion of commercial by maintaining space between focus areas.

Ms. Bellis asked if the request would be in compliance with the new plan which is being considered on tonight's agenda.

Ms. Gooby stated that since the new plan has not been adopted staff has to rely on the current adopted plans.

Chairman King opened the public hearing.

Mike Baldwin, Baldwin Design Consultants, spoke on behalf of the applicant. He stated that he wishes that he could have waited on the rezoning request until the new plan was adopted because the request would be in compliance under the new plan. However, due to real estate contract times and due diligence this request has to proceed. He understands that under the criteria for the role of the petitioner the request does not conform under # 1 for conformance with the comprehensive plan and future land use plan map. In his opinion, the request will be compatible with future uses in the area. As far as impact on area streets and thoroughfares, this request will likely generate an increase in traffic but it is also located on two major thoroughfare. The

property will be affected by the Southwest Bypass. Any traffic increase will be negligible and traffic mitigation will be reviewed at the time of development. The infrastructure of the property has been in place in for years and has been ready for office development but that has not happened. This is indicative that perhaps office development is not appropriate. Under the new plan that is on the agenda, the request would be in compliance.

No one spoke in opposition.

Mr. Schrade stated that since the request is in compliance with the new plan and even though the plan has not been adopted he supports the request.

Ms. Leech stated that the streets in this area are heavily traveled already. Recently, additional commercial zoning was added just south of this area that could add additional traffic. She does not support this request.

Mr. Mills stated that the OIMF category allows multi-family which is a high traffic generator and is what is recommended under the current land use plan map. In light of the new plan that is on the agenda and that the request would be in compliance, he supports the request.

Chairman King closed the public hearing and opened for board discussion.

Motion to approve by Doug Schrade, seconded by Mr. Robinson

Motion made by Mr. Schrade, seconded by Mr. Robinson, to recommend approval of the proposed amendment, to advise that, although the proposed amendment is not consistent with the Comprehensive Plan, in this instance it is an appropriate zoning classification, and to adopt the staff report which addresses plan consistency. Those voting on favor: Herring, Reid, Collins, Bellis, Mills, Schrade, Robinson. Those voting against: Leech. Motion passed.

CURRENT ZONING

MO (Medical-Office)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- f. Retail sales; incidental

(2) Residential:

- l. Group care facility
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

(3) Home Occupations (see all categories):*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- n. Auditorium
- r. Art gallery
- u. Art studio including art and supply sales
- ee. Hospital
- ii. Wellness center; indoor and outdoor facilities

(9) Repair:* None

(10) Retail Trade:

- d. Pharmacy
- s. Book or card store, news stand
- w. Florist

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:* None

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:* None

(14) Manufacturing/ Warehousing: * None

(15) Other Activities (not otherwise listed - all categories):* None

**MO (Medical-Office)
Special Uses**

(1) General:* None

(2) Residential:

i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

(3) Home Occupations (see all categories):* None

(4) Governmental:

a. Public utility building or use

(5) Agricultural/ Mining:* None

(6) Recreational/ Entertainment:

s. Athletic club; indoor only

(7) Office/ Financial/ Medical:* None

(8) Services:

a. Child day care facilities

b. Adult day care facilities

e. Barber or beauty shop

f. Manicure, pedicure or facial salon

j. College and other institutions of higher learning

l. Convention center; private

s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

s.(1). Hotel, motel bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

hh. Exercise and weight loss studios; indoor only

ll.(1) Dry cleaning; household users, drop-off/pick-up station only [2,000 sq. ft. gross floor area limit per establishment]

jj. Health services not otherwise listed

(9) Repair:* None

(10) Retail Trade:

f. Office and school supply, equipment sales [5,000 sq. ft. gross floor area limit per establishment]

h. Restaurant; conventional

i. Restaurant; fast food [limited to multi-unit structures which contain not less than three separate uses]

j. Restaurant; regulated outdoor activities

k. Medical supply sales and rental of medically related products including uniforms and related accessories.

t. Hobby or craft shop [5,000 sq. ft. gross floor area limit per establishment]

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:* None

(12) Construction:* None

- (13) Transportation:* None
- (14) Manufacturing/ Warehousing: * None
- (15) Other Activities (not otherwise listed - all categories):* None

PROPOSED ZONING

MCG (Medical-General Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- f. Retail sales; incidental

(2) Residential: None*

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- s. Athletic club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions

(8) Services:

- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- v. Photography studio including photo and supply sales
- z. Printing or publishing service including graphic art, maps, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- hh. Exercise and weight loss studio; indoor only
- ii. Wellness center; indoor and outdoor facilities
- kk. Launderette; household users
- ll. Dry Cleaners; household users

(9) Repair:

- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- s. Book or card store, news stand
- t. Hobby or craft shop
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade. None*

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation. None*

(14) Manufacturing/ Warehousing:

- c. Bakery; production, storage and shipment facilities

(15) Other Activities (not otherwise listed - all categories). None*

MCG (Medical-General Commercial)
Special Uses

(1) *General*:* None

(2) *Residential*:

i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile homes

(3) *Home Occupations (see all categories)*:* None

(4) *Governmental*:

a. Public utility building or use

(5) *Agricultural/ Mining*:* None

(6) *Recreational/ Entertainment*:

t. Athletic club; indoor and outdoor facilities

(7) *Office/ Financial/ Medical*:* None

(8) *Services*:

a. Child day care facilities

b. Adult day care facilities

jj. Health services not otherwise listed

(9) *Repair*:* None

(10) *Retail Trade*:

j. Restaurant; regulated outdoor activities

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade*:* None

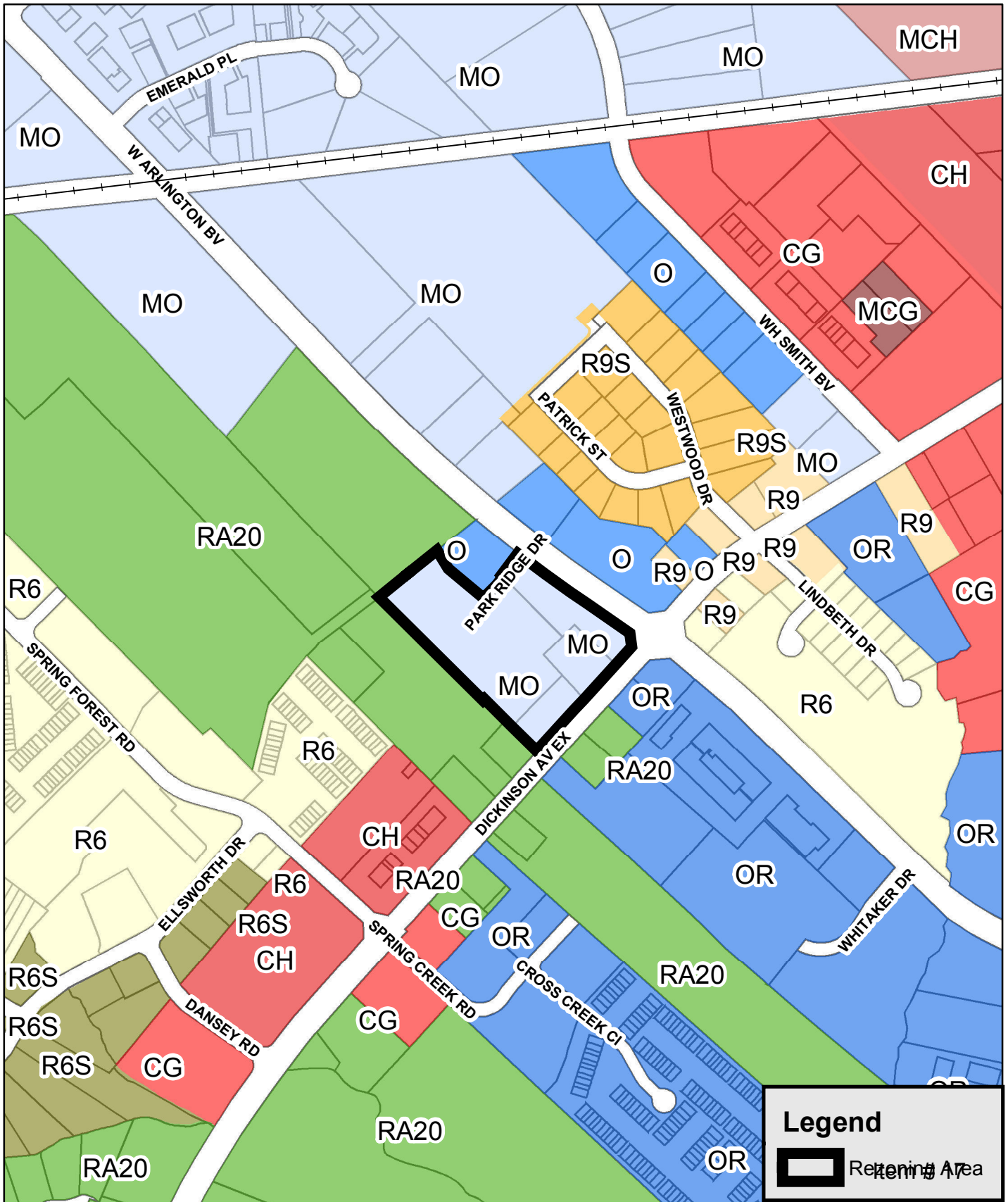
(12) *Construction*:* None

(13) *Transportation*:* None

(14) *Manufacturing/ Warehousing*: * None

(15) *Other Activities (not otherwise listed - all categories)*:* None

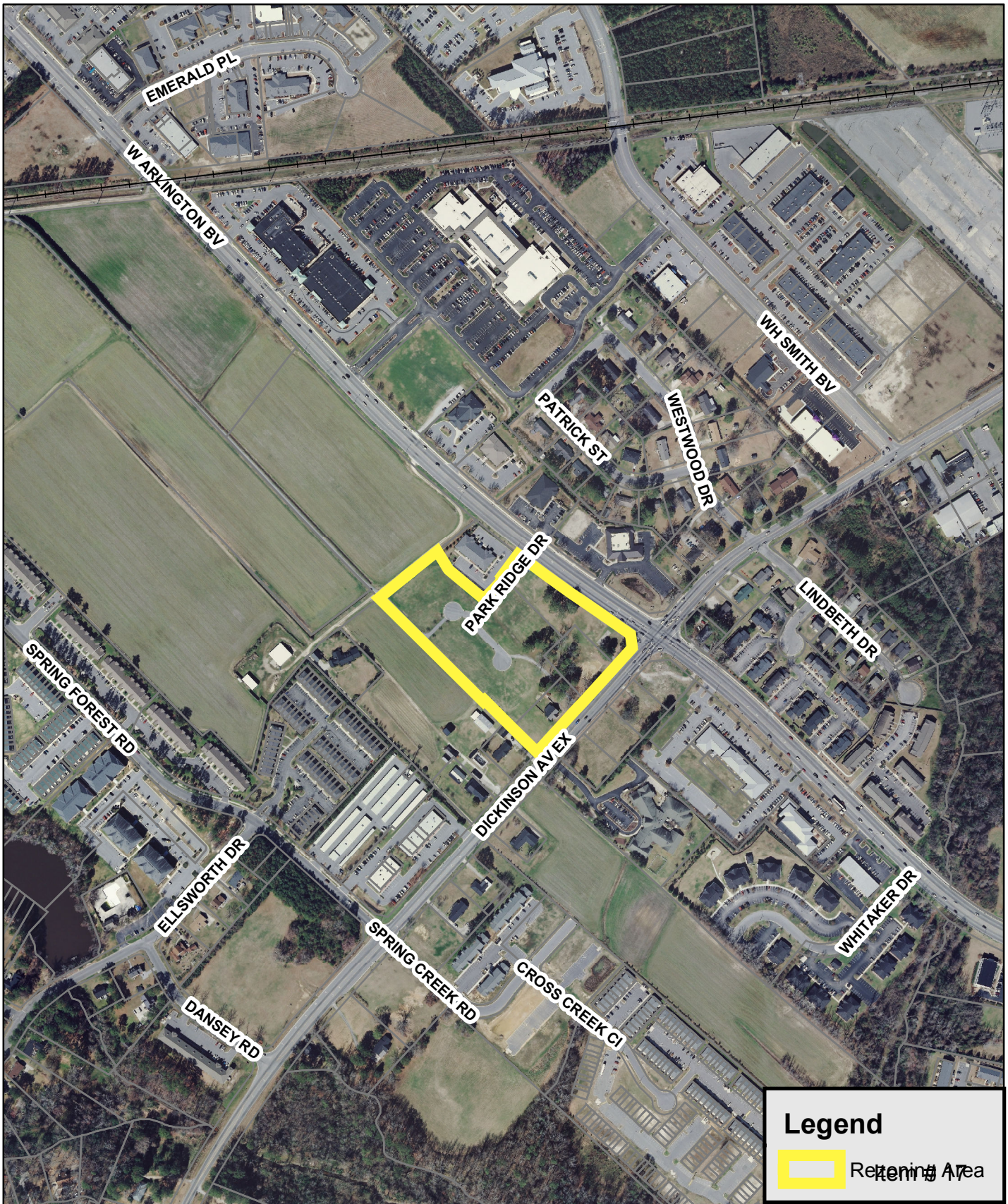
Happy Trail Farms, LLC
From: MO (Medical-Office)
To: MCG (Medical-General Commercial)
7.690 acres
August 2, 2016

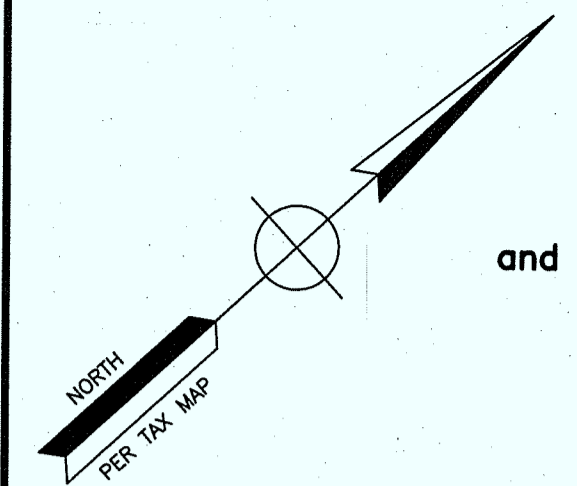


Legend

 Retention Area

Happy Trail Farms, LLC
From: MO (Medical-Office)
To: MCG (Medical-General Commercial)
7.690 acres
August 2, 2016

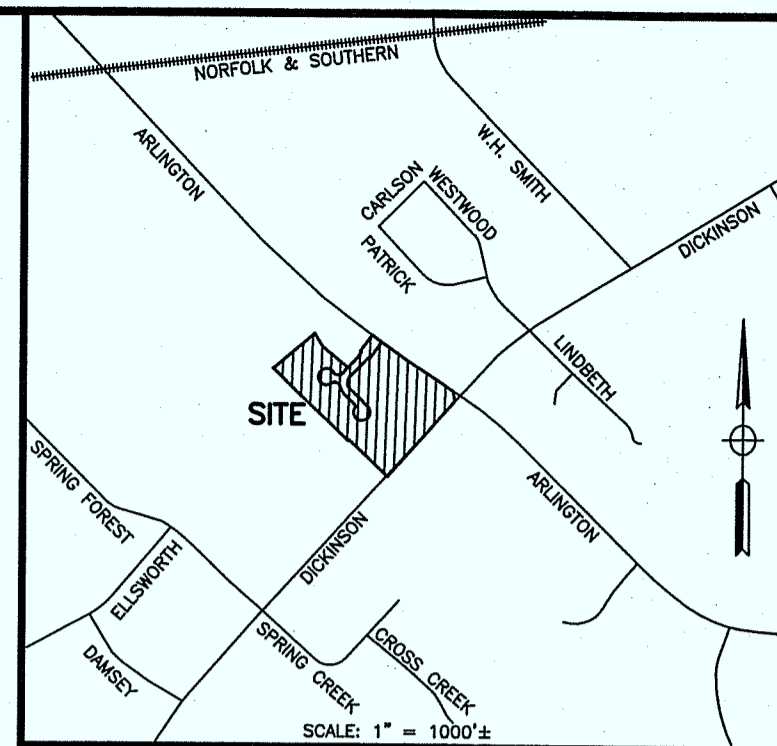




AGRICULTURAL
RA-20
**ROBERT W. EVANS,
 DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 PARCEL# 07221
 DB 701, PG 105

AGRICULTURAL
RA-20
JAMES A. EVANS
 PARCEL# 07248
 DB 1146, PG 555

AGRICULTURAL
RA-20
**ROBERT W. EVANS,
 DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 PARCEL# 07221
 ESTATE FILE 2015, PG 227



VICINITY MAP
 SCALE: 1" = 1000'±

**PROPERTY OWNERS ADDRESSES
 WITHIN 100 FEET OF PROPERTY**

ISLAND CREEK LAND COMPANY, LLC
 PO BOX 12172
 NEW BERN, NC 28561

**VISIONARY PROPERTIES
 & DEVELOPMENT, LLC**
 583 WHITE HORSE DRIVE
 GREENVILLE, NC 27834

**ROBIN E. BOWMAN
 and husband MARK S. BOWMAN**
 586 WHITE HORSE DRIVE
 GREENVILLE, NC 27834

**JARVIS J. MILLS
 and wife DORIS B. MILLS**
 1602 N. OVERLOOK DRIVE
 GREENVILLE, NC 27858

CHICKEN BONE CREEK LLC
 2894 BALLARDS CROSSROADS ROAD
 GREENVILLE, NC 27834

ATWF COMMERCIAL PROPERTIES, LLC
 PO BOX 20700
 GREENVILLE, NC 27858

ATWF COMMERCIAL PROPERTIES, LLC
 105 VICTORIA COURT
 GREENVILLE, NC 27858

GEORGE THOMAS SAVAGE
 PO BOX 102
 WINTERVILLE, NC 28590

**CAROLYN SAVAGE WHICKER,
 GEORGE THOMAS SAVAGE ETAL**
 853 SOUNDSIDE ROAD
 EDENTON, NC 27932

**HCRI NORTH CAROLINA PROPERTIES III
 LIMITED PARTNERSHIP**
 4500 DORR STREET
 TOLEDO, OH 93615

**ROBERT W. EVANS
 and wife LINDA KOON EVANS**
 2690 DICKINSON AVENUE
 GREENVILLE, NC 27834

**ROBERT W. EVANS, DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 2690 DICKINSON AVENUE
 GREENVILLE, NC 27834

JAMES A. EVANS
 1861 W. ARLINGTON BOULEVARD
 GREENVILLE, NC 27834

RA-20
**ROBERT W. EVANS
 and wife LINDA KOON EVANS**
 PARCEL# 07294
 DB G-39, PG 481

AGRICULTURAL
RA-20
**ROBERT W. EVANS,
 DONALD E. EVANS
 and HERMAN B. EVANS JR. ETAL**
 PARCEL# 07221
 ESTATE FILE 2015, PG 227

OFFICE
O
**ISLAND CREEK LAND
 COMPANY, LLC**
 PARCEL# 79564
 DB 2655, PG 115

OFFICE
O
**VISIONARY PROPERTIES &
 DEVELOPMENT, LLC**
 PARCEL# 70905
 DB 1984, PG 189

OFFICE
O
**ROBIN E. BOWMAN
 and husband MARK S. BOWMAN**
 PARCEL# 68884
 DB 3333, PG 167

AREA TO BE REZONED: 7.690 ACRES

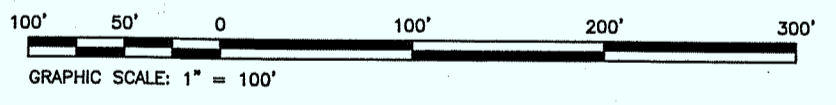
LINE TABLE

COURSE	BEARING	DISTANCE
L1	N 45°44'49" E	57.01'
L2	N 44°13'35" W	5.75'

CURVE TABLE

CURVE	RADIUS	CHORD	CHORD BEARING	LENGTH
C1	143.00'	48.99'	N 35°52'59" E	49.23'
C2	5779.58'	60.00'	S 52°37'58" E	60.00'

NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE TAKEN FROM INFORMATION PROVIDED BY THE PITT COUNTY OPIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.



PARCEL# 07117
 TAX MAP# 4677-45-3398
 PARCEL# 07197
 TAX MAP# 4677-45-4168
 PARCEL# 07247
 TAX MAP# 4677-45-3093
 PARCEL# 61091
 TAX MAP# 4677-45-1433

SHEET 1 OF 1
REZONING MAP

HAPPY TRAIL FARMS, LLC

REFERENCE: DEED BOOK 1353, PAGE 493
 AND DEED BOOK 226, PAGE 1
 OF THE PITT COUNTY REGISTER OF DEEDS
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NC

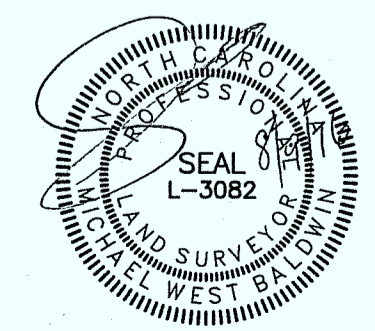
OWNER: **JAMES A. EVANS** ADDRESS: 1861 ARLINGTON BLVD GREENVILLE, NC 27834 PHONE: (252) 756-8996

OWNER: **AMOS RAY EVANS** ADDRESS: 202 WILLIAMSBURG ROAD GREENVILLE, NC 27858 PHONE: (252) 756-7536

Baldwin Design Consultants, PA
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390

LICENSE# C-3498

SURVEYED: N/A APPROVED: MWB
 DRAWN: MAH DATE: 06/10/2016
 CHECKED: MWB SCALE: 1" = 100'



CLOSURE CHECK BOUNDARY
 CHECKED: MAH DATE: 06/10/2016

- LEGEND**
- R/W = RIGHT-OF-WAY
 - B/B = BACK OF CURB TO BACK OF CURB
 - EIP = EXISTING IRON PIPE
 - EIS = EXISTING IRON STAKE
 - SIP = SET IRON PIPE
 - ECM = EXISTING CONCRETE MONUMENT
 - C/L = CENTERLINE
 - DB = DEED BOOK
 - NPS = NO POINT SET
 - EPKN = EXISTING PARKER KALON NAIL
 - - - = NOT TO SCALE

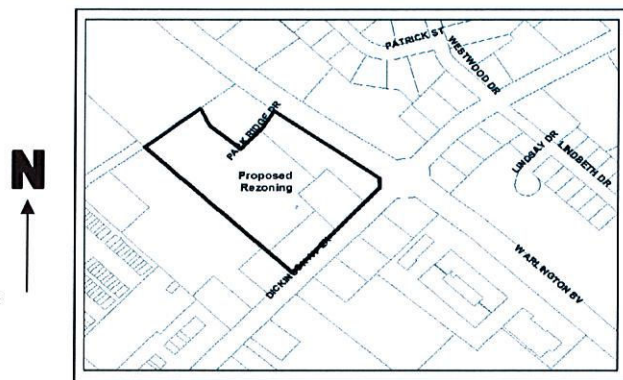
Y:\DRAWINGS\16-036 HTF-ARLINGTON WEST OFFICE PARK\Rezoning Map.dwg Tue, Aug 09, 2016-1:24pm MHERREJON

Case No: 16-11

Applicant: James A. Evans (Happy Trail Farms, LLC)

Property Information

Current Zoning: MO (Medical-Office)
Proposed Zoning: MCG (Medical-General Commercial)
Current Acreage: 7.683 acres
Location: Northwest corner of Arlington Blvd & Dickinson Ave
Points of Access: Arlington Blvd, Dickinson Ave



Location Map

Transportation Background Information

1.) Arlington Blvd- City maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5-lanes with curb & gutter	6-lanes with curb & gutter
Right of way width (ft)	100	100
Speed Limit (mph)	45	45
Current ADT:	30,200 (*)	UltimateDesign ADT: 45,000 vehicles/day (**)
Design ADT:	28,900	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information:	There are no sidewalks along Arlington Blvd that service this property.	

Notes: (*) 2014 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based an operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No Planned Improvements.

2.) Dickinson Avenue- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4-lanes, curb & gutter	5-lanes with curb & gutter with sidewalks
Right of way width (ft)	80	100
Speed Limit (mph)	45	45
Current ADT:	15,600 (*)	Ultimate Design ADT: 33,500 vehicles/day (**)
Design ADT:	26,700	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information:	There are no sidewalks along Dickinson Avenue that service this property.	

Notes: (*) 2014 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based an operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No Planned Improvements.

Trips generated by proposed use/change

Current Zoning: 679 -vehicle trips/day (*) **Proposed Zoning: 2,735** -vehicle trips/day (*)

Estimated Net Change: increase of 2056 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Arlington Blvd and Dickinson Avenue are as follows:

1.) Arlington Blvd, South of Site (25%): “No build” ADT of 30,200

Estimated ADT with Proposed Zoning (full build) – 30,884
 Estimated ADT with Current Zoning (full build) – 30,370
Net ADT change = 514 (2% increase)

2.) Arlington Blvd, North of Site (25%): “No build” ADT of 30,200

Estimated ADT with Proposed Zoning (full build) – 30,884
 Estimated ADT with Current Zoning (full build) – 30,370
Net ADT change = 514 (2% increase)

3.) Dickinson Avenue, West of Site (25%): “No build” ADT of 15,600

Estimated ADT with Proposed Zoning (full build) – 16,284
 Estimated ADT with Current Zoning (full build) – 15,770
Net ADT change = 514 (3% increase)

4.) Dickinson Avenue, East of Site (25%): “No build” ADT of 15,600

Estimated ADT with Proposed Zoning (full build) – 16,284
 Estimated ADT with Current Zoning (full build) – 15,770
Net ADT change = 514 (3% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1368 trips to and from the site on Arlington Blvd, which is a net increase of 1028 additional trips per day.

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1368 trips to and from the site on Dickinson Avenue, which is a net increase of 1028 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)

Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)

Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)

Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)

Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)

Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

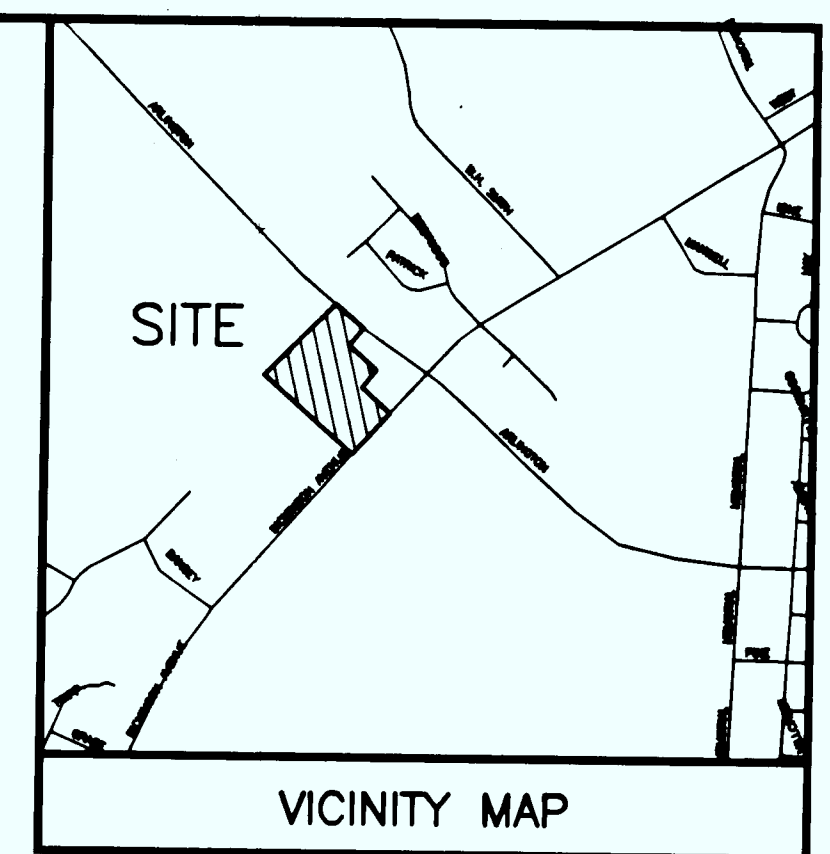
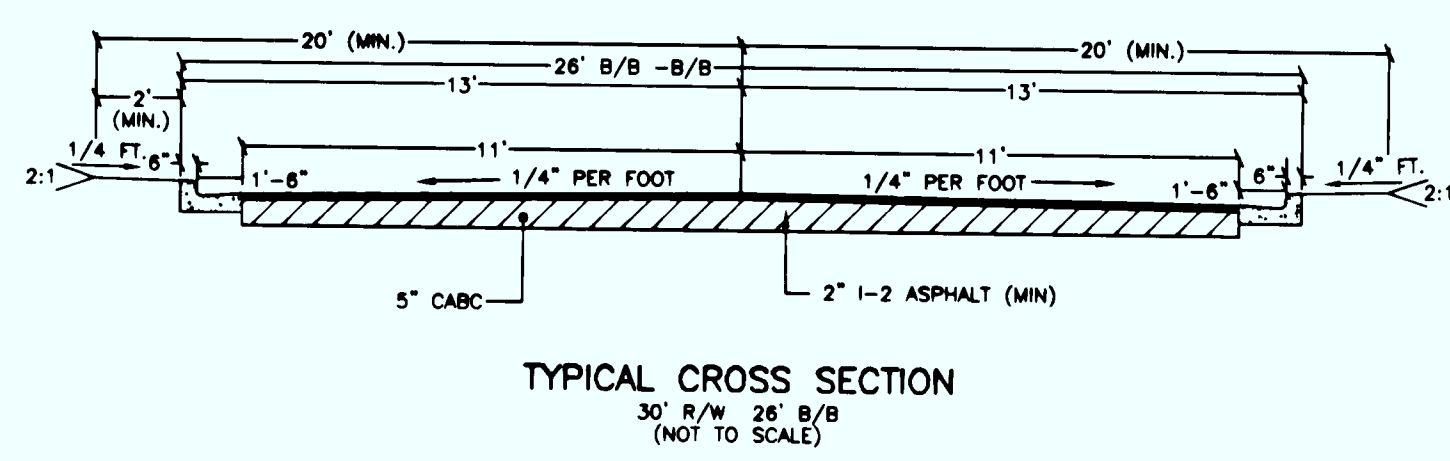
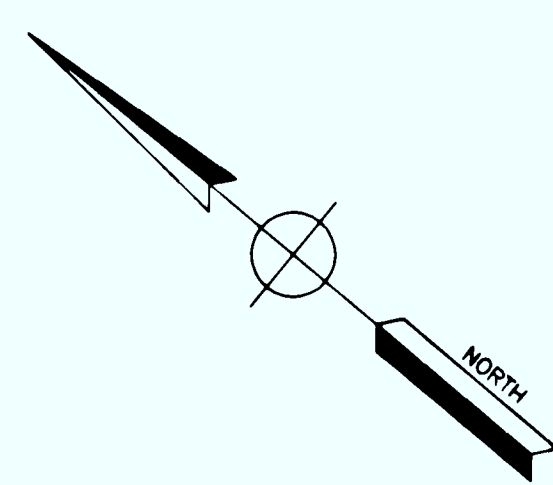
Bufferyard F (screen required)

Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

SITE DATA	
TOTAL AREA IN TRACT	6.683 ACRES
NO. OF LOTS CREATED	9
ZONING CLASSIFICATION	0
LINEAR FEET IN ACCESS EASEMENTS	0
AREA IN STREETS	26,245 S.F.
ACREAGE IN PARKS, RECREATION AREAS, COMMON AREAS AND THE LIKE	0



GENERAL NOTES

- ALL REQUIRED IMPROVEMENTS TO BE BUILT IN ACCORDANCE WITH THE CITY OF GREENVILLE MANUAL OF STANDARD DESIGN AND DETAILS.
- NC DOT DRIVEWAY PERMIT REQUIRED.
- EROSION CONTROL PLAN IS REQUIRED.
- THIS SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT. REF: FIRM 370191 0010 B, DATED APRIL 30, 1986.
- A STORM WATER DETENTION PLAN IS REQUIRED FOR ALL LOTS.
- THIS SITE IS NOT IN THE GREENVILLE WATER SUPPLY WATERSHED BOUNDARY.
- CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE APPROVED BY GREENVILLE UTILITIES COMMISSION PRIOR TO CONSTRUCTION OF ANY WATER SEWER MAINS.
- ALL REQUIRED IMPROVEMENTS SHALL CONFORM TO THE GREENVILLE UTILITIES MANUAL FOR THE DESIGN AND CONSTRUCTION OF WATER AND WASTEWATER SYSTEM EXTENSIONS.
- HYDRAULIC ANALYSIS REQUIRED.
- A PIGGING PLAN SHALL BE SUBMITTED TO AND APPROVED BY GUC PRIOR TO BEGINNING CONSTRUCTION OF THE WATERLINE.
- ALL LOT AREAS ARE CALCULATED TO EDGE OF EASEMENTS.
- 30' INGRESS, EGRESS AND REGRESS EASEMENT TO BE MAINTAINED BY OWNERS ASSOCIATION.
- THIS MAP IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- MAIN & ACREAGE FEES ARE DUE.
- ALL OPEN WATERCOURSES REQUIRING 48\"/>

LEGEND

- EIP = EXISTING IRON PIPE
- SIP = SET IRON PIPE
- ECM = EXISTING CONCRETE MONUMENT
- MBL = MINIMUM BUILDING LINE
- R/W = RIGHT-OF-WAY
- PP = POWER POLE
- INV = INVERT
- MSL = MEAN SEA LEVEL
- FES = FLARED END SECTION
- TC = TOP OF CURB
- E/P = EDGE OF PAVEMENT
- TB = TOP OF BANK
- C/L = CENTERLINE
- CB = CATCH BASIN
- MH = MANHOLE
- RCP = REINFORCED CONC. PIPE
- CMP = CORRUGATED METAL PIPE
- DRAINAGE CALCULATIONS YIELD 60\"/>

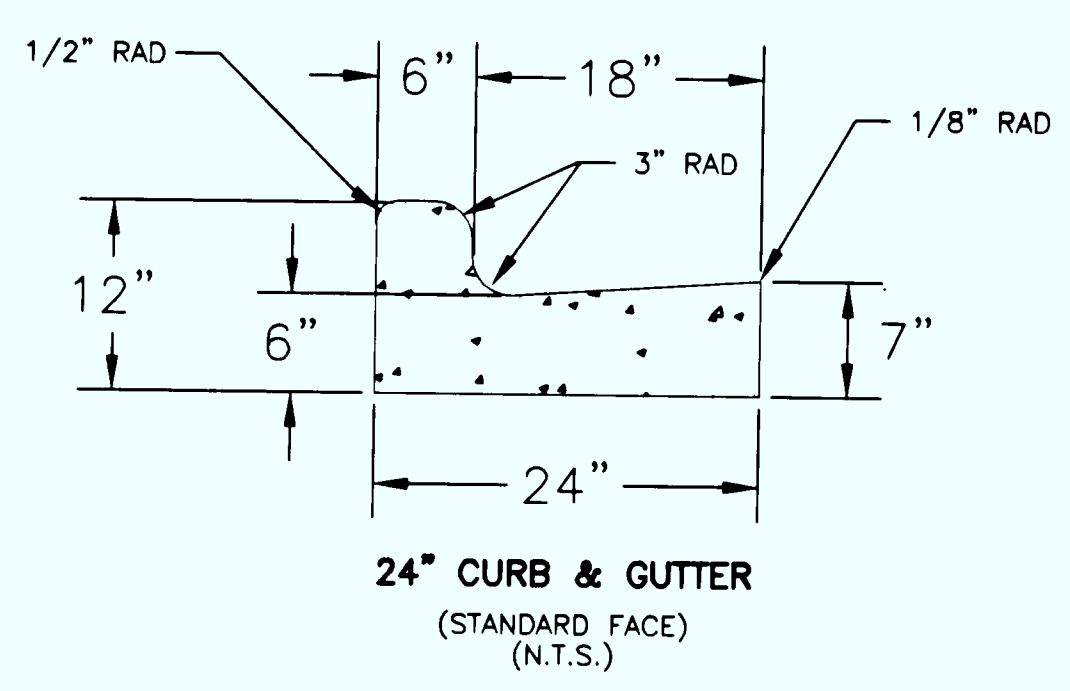
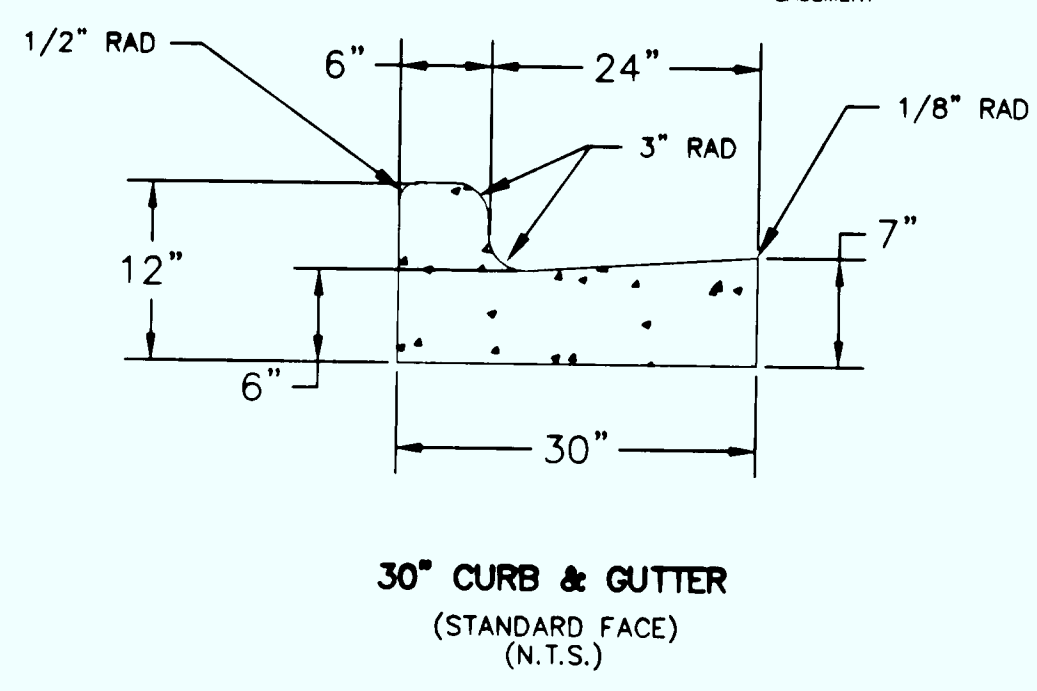
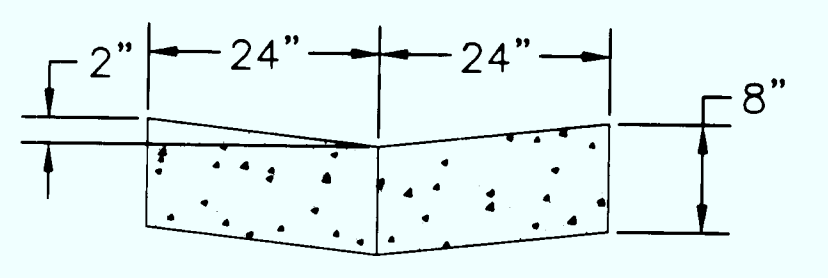
ZONED RA-20
CATHERINE S. EVANS
DB 226, PG 001

ZONED RA-20
AMOS J. EVANS, ETAL
DB 467, PG 814

ZONED RA-20
DONALD E. EVANS
DB N-45, PG 576

ZONED RA-20
CATHERINE S. EVANS
ESTATE FILE: 91-494

ZONED RA-20
ROBERT W. EVANS
DB G-39, PG 483



APPROVAL
THIS PRELIMINARY PLAT, # 02-10, AND THE STREET NAME(S) HERON WERE APPROVED BY THE GREENVILLE PLANNING AND ZONING COMMISSION AT A MEETING HELD THE 16TH DAY OF 2002.
SIGNED: [Signature] CHAIRMAN
SIGNED: [Signature] CITY PLANNER

REVISIONS:
REVISED: 7/05/02 (CITY COMMENTS)
REVISED: 6/27/02 (ACCESS EASEMENT)
SHEET 1 OF 1
PRELIMINARY PLAT

ARLINGTON WEST OFFICE PARK
REFERENCE: DEED BOOK F-25, PAGE 287, DEED BOOK 485, PAGE 573 AND DEED BOOK 973, PAGE 779 OF THE PITT COUNTY REGISTRY
GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA
OWNER: JAMES A. EVANS, ETAL
ADDRESS: 1861 WEST ARLINGTON BOULEVARD GREENVILLE, NC 27834
PHONE: (252) 756-8996
DESIGNED: MWB
APPROVED: MWB/JSJ
DRAWN: KWH/DWL
DATE: 06/17/02
CHECKED: MWB
SCALE: 1\"/>



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Ordinance to amend the Zoning Ordinance to allow nonconforming land uses in the CD (Downtown Commercial) Zoning District to be expanded through the construction of open air roof decks, subject to specific criteria

Explanation: **Abstract:** The City of Greenville received an application for a zoning ordinance text amendment from Mr. Sharif Hatoum to allow nonconforming land uses in the Downtown Commercial Zoning District to be expanded through the construction of open air roof decks.

Explanation: The City of Greenville received an application for a zoning ordinance text amendment from Mr. Sharif Hatoum. Mr. Hatoum owns the Still Life night club located at 511 Cotanche Street. Mr. Hatoum desires to expand his night club to create an open air roof deck which is currently not allowed by the nonconforming situation section of the zoning ordinance. Since the club is a nonconforming land use as a result of not complying with the 500-foot separation requirement for clubs, he is not allowed to expand the club unless a text amendment is adopted to permit such an addition. Mr. Hatoum's application and letters of support are included in the attached staff report. (Exhibit B)

Greenville's Zoning Ordinance does not allow public or private clubs to expand if they do not comply with the 500-foot separation requirements from other public clubs, private clubs, residential or residential zoning districts as such clubs are considered grandfathered nonconforming land uses (Maps 1 and 2, Exhibit A). The separation requirement was adopted by Greenville City Council in 2010 (Exhibit C). In order to amend the Zoning Ordinance to allow a nonconforming public or private club to expand through construction of a roof deck, a text amendment would need to be adopted.

Mr. Hatoum withdrew his original proposed language and coordinated with City staff on the proposed text amendment included in the attached ordinance. The text amendment modifications Mr. Hatoum and staff prepared could still accommodate Mr. Hatoum's proposed open air roof deck project, but it has been

expanded to address concerns explained in the staff report.

Details regarding this text amendment are provided in the attached staff report.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons: Greenville's Community Plan.

The Planning and Zoning Commission unanimously voted to recommend approval of the request at its August 16, 2016 meeting. (Exhibit D)

If the City Council determines to approve the text amendment, a motion to adopt the attached text amendment ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If the City Council determines to deny the text amendment, in order to comply with statutory requirements, it is recommended that the motion be as follows:

"Motion to deny the requested text amendment, to make a finding and determination that the requested text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to the following; Horizons: Greenville's Community Plan 2004, Plan Elements, Economy, Objective E12 to revitalize the downtown area; and Implementation, Central Area Vision Area Objective H5 to develop the downtown as the cultural, recreational, and entertainment center of the city.

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

Attachments / click to download

 [Staff Report](#)

 [Roof Deck Ordinance_8_6_2016_1024403](#)

ORDINANCE NO. 16-
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on September 8, 2016, at 6:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Horizons: Greenville's Community Plan, 2004, Plan Elements, Economy, Objective E12 to revitalize the downtown area; and Implementation, Central Area Vision Area Objective H5 to develop the downtown as the cultural, recreational, and entertainment center of the city;

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, improve health and safety of existing nonconforming uses;

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

Section 1: That Title 9, Chapter 4, Article C, Section 9-4-29 of the City Code is hereby amended by adding the following subsection (E):

- (E) Within the CD downtown commercial zoning district, a nonconforming use that may be continued in accordance with the provisions of section 9-4-28 will be allowed to expand directly above the roof of existing areas devoted to the same type of nonconforming use and shall not be subject to the provisions of subsection (A)(1) above relating to said expansion, provided that:

- (1) The open air deck is directly above the nonconforming use and does not have an intervening story between the existing nonconforming use and the open air deck;
- (2) The addition does not create additional nonconformities or increase the extent of existing nonconformities with respect to dimensional standards, setback requirements, height limits, and/or parking requirements;
- (3) Improvements to the existing building are made so that it is in full compliance with all current North Carolina Building Code requirements as a result of the additional functional square footage and, as such, building permit applicants may be required, as determined necessary by the building inspector, to provide construction drawings that demonstrate compliance with increased structural loads through a structural analysis prepared and sealed by a professional engineer, occupant loads, egress loads including exterior stairs and/or ramps used as a means of egress, plumbing facility loads, interior and roof deck finish material information, sprinkler loads, fire alarm system and additional specific requirements pertinent to the building as a result of the addition;
- (4) New and reconfigured stairways and landings constructed to serve new open air decks upon a roof shall be allowed to be constructed within the property lines of the nonconforming use, regardless whether they are within or outside of a building's exterior walls;
- (5) It is permissible to reconstruct existing roofs to support open air decks, regardless whether existing roofs enclose conditioned buildings or are located above nonconditioned areas that are open on the side(s);
- (6) Enclosed areas on open air roof decks shall be limited to mechanical rooms, HVAC equipment, bathrooms and janitor closets;
- (7) A special use permit is approved by the Board of Adjustment for the addition; and
- (8) Notwithstanding the foregoing, the nonconforming use, including the addition, remains as a nonconforming use in accordance with the provisions of this chapter.

Section 2. That any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 3. That this ordinance shall become effective immediately upon adoption.

Adopted this 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

#1024403

Staff Report to City Council
Open Air Decks on Nonconforming Land Uses in the CD Zoning District –
Text Amendment

Applicant: Sharif Hatoum, Still Life

Contents

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8/16/2016, with Correction Noted at End of Excerpt 19



City of Greenville
Community Development Department - Planning Division
August 31, 2016

Background

The City of Greenville received an application for a zoning ordinance text amendment from Mr. Sharif Hatoum. (Exhibit A: Application Submittal Documents and Letters of Support). Mr. Hatoum owns the Still Life entertainment venue located in uptown Greenville at 511 Cotanche St. Mr. Hatoum desires to expand his entertainment venue to create an open air roof deck. However, expansions to nonconforming situations are currently not allowed in the Zoning Ordinance. Since the club is a nonconforming land use as a result of not complying with the 500 foot separation requirement for clubs, he is not allowed to expand the club, unless a text amendment is adopted to permit such an addition. Mr. Hatoum received a special use permit to operate his entertainment venue before two ordinances were adopted by City Council in 2010 which resulted in making his entertainment venue a nonconforming land use.

Greenville's Zoning Ordinance does not allow public or private Club's to expand if they do not comply with the 500 foot separation requirements from other public clubs, private clubs, residential or residential zoning districts as such clubs are considered grandfathered nonconforming land uses. On February 11, 2010, Greenville City Council adopted Ordinance #10-11 to amend the zoning ordinance to include a 500 foot minimum separation between public or private clubs. On August 12, 2010, Greenville City Council adopted Ordinance #10-68 to amend the zoning ordinance to include a separation requirement between public and/or private clubs and residential uses and residential zoning districts. (Attached) These two 2010 ordinances, directed by City Council, grandfathered public and private clubs as nonconforming land uses that did not comply with the spacing requirements when the ordinances were adopted.

Many night clubs have slowly closed in the uptown area over the last 5 years, but 14 clubs remain uptown. Attached Map 1, Existing Public and Private Clubs in the Uptown Greenville Area, identifies eight public and private clubs in the uptown area that were grandfathered and six clubs that were approved with a Special Use Permit. Mr. Hatoum's Still Life entertainment venue is identified on the map as number 9. Exhibit B provides photographs of public and private clubs in Uptown Greenville that existed when an inventory was conducted in early 2016.

Proposed Text Amendment

In order to amend the Zoning Ordinance to allow a nonconforming use to expand through construction of a roof deck, a text amendment would need to be adopted. This text amendment application requires a public hearing before City Council. Since the proposed text amendment would be added to the Zoning Ordinance if adopted, the Planning and Zoning Commission held a public hearing on the proposed text amendment on August 16, 2016. During the meeting, the Planning and Zoning Commission unanimously approved a motion to recommend adoption of the text amendment.

Map 2, number 9, identifies the location of Mr. Hatoum's entertainment venue, named Still Life. Mr. Hatoum's text amendment application includes proposed language which he has withdrawn to replace with language the applicant and City staff developed to address concerns the City had in his original application. Mr. Hatoum's application also provides a letter he attached that described his justification for a proposed text amendment. Also attached are two letters of support for the proposed text amendment.

Mr. Hatoum desires to expand his entertainment venue vertically to create an open air roof top patio. However, such an expansion of a nonconforming use is not currently permissible by the zoning ordinance. Upon receiving Mr. Hatoum's text amendment application, Staff met with the applicant and suggested that rather than limit roof decks to public and private clubs, the amendment should be revised to allow vertical open air roof deck expansions to nonconforming land use expansions within the CD (Downtown Commercial) zoning district. These modifications were made after city staff conferred briefly with the UNC-School of Government. The Planning Division also conferred with the Inspections Division regarding their process on how an expansion and increase in occupancy would be treated in relation to compliance with the NC Building Code. Additional provisions were added to the original text amendment application to clarify how the NC Building Code would need to be adhered to for construction of open air roof decks and resulting increases in occupancy on nonconforming land uses. Exhibit D provides the proposed ordinance suggested by staff that Mr. Hatoum has agreed to pursue to replace his original proposed language in his application.

Following is the complete Section 9-4-29 with the proposed text added at the end to illustrate the context of how new provisions would appear within the existing subsection if adopted. This text amendment application proposes to amend Title 9, Chapter 4, Article C, Nonconforming Situations, Section 9-4-29, by adding new subsection (E) as denoted with underlined text

SEC. 9-4-29 EXTENSION OR ENLARGEMENT OF NONCONFORMING SITUATIONS.

(A) Except as specifically provided in this section, the extent of the nonconformity of a nonconforming situation shall not be increased. In particular, the following activities shall be prohibited:

- (1) Nonconforming uses. An increase in the total amount of space devoted to a nonconforming use; extensions throughout any portion of a building by a nonconforming use; and an increase in volume, intensity or frequency by a nonconforming use.*
- (2) Other nonconforming situations. Greater nonconformity with respect to dimensional restrictions, density requirements or other regulations such as parking requirements; and enclosing a previously unenclosed area that does not meet all applicable development standards.*

(B) Subject to section 9-4-34, a nonconforming use of undeveloped land may not be extended to cover more land than was occupied by that use when it became

nonconforming, except that a use that involves the removal of natural materials from the lot (e.g., a sand mining operation) may be expanded to the boundaries of the lot where the use was established at the time it became nonconforming if 10% or more of the earth products had already been removed on the effective date of these regulations.

(C) Within any zoning district, any mobile home used for single-family residential purposes and maintained as a nonconforming use may be enlarged or replaced with a mobile home of the same or larger size, provided that:

- (1) The total number of dwelling units is not increased;*
- (2) The enlargement or replacement does not create additional nonconformities or increase the extent of existing nonconformities with respect to dimensional standards and/or parking requirements;*
- (3) Subject to subsection (C)(2) above, when a single mobile home on an individual lot of record is located in a residential district, single-family requirements for the controlling district shall apply;*
- (4) Subject to subsection (C)(2) above, when a single mobile home on an individual lot of record is located in a nonresidential district, R-6MH District requirements shall apply;*
- (5) Subject to subsection (C)(2) above, when two or more mobile homes are located on a parcel of land in any zoning district, the provisions of Article H of this chapter shall apply;*
- (6) Accessory buildings and structures shall be subject to the requirements of the applicable district or article in accordance with this section;*
- (7) Parking requirements shall apply in accordance with Article O of this chapter; and/or*
- (8) This section shall be subject to the limitations stated in section 9-4-32.*

(D) Within any residential zoning district, any dwelling structure used for residential purposes and maintained as a nonconforming use, and any accessory building or structure to the dwelling, shall be exempt from the provisions of subsection (A)(1) above, provided that:

- (1) The total number of dwelling units is not increased;*
- (2) The enlargement or addition does not create additional nonconformities or increase the extent of existing nonconformities with respect to dimensional standards and/or parking requirements;*
- (3) Subject to subsection (D)(2) above, when located within a single-family district, multi-family dwelling structure(s) shall comply with Article I of this chapter or single-family*

requirements for the controlling district, whichever is greater;
and/or

- (4) Subject to subsection (D)(2) above, when located within a single-family district, two-family attached (duplex) dwelling structures shall comply with R-6A District standards or single-family requirements for the controlling district, whichever is greater.

(E) Within the CD downtown commercial zoning district, a nonconforming use that may be continued in accordance with the provisions of section 9-4-28 will be allowed to expand directly above the roof of existing areas devoted to the same type of nonconforming use and shall not be subject to the provisions of subsection (A)(1) above relating to said expansion, provided that:

- (1) The open air deck is directly above the nonconforming use and does not have an intervening story between the existing nonconforming use and the open air deck;
- (2) The addition does not create additional nonconformities or increase the extent of existing nonconformities with respect to dimensional standards, setback requirements, height limits, and/or parking requirements;
- (3) Improvements to the existing building are made so that it is in full compliance with all current North Carolina Building Code requirements as a result of the additional functional square footage and, as such, building permit applicants may be required, as determined necessary by the building inspector, to provide construction drawings that demonstrate compliance with increased structural loads through a structural analysis prepared and sealed by a professional engineer, occupant loads, egress loads including exterior stairs and/or ramps used as a means of egress, plumbing facility loads, interior and roof deck finish material information, sprinkler loads, fire alarm system and additional specific requirements pertinent to the building as a result of the addition;
- (4) New and reconfigured stairways and landings constructed to serve new open air decks upon a roof shall be allowed to be constructed within the property lines of the nonconforming use, regardless whether they are within or outside of a building's exterior walls;
- (5) It is permissible to reconstruct existing roofs to support open air decks, regardless whether existing roofs enclose conditioned buildings or are located above nonconditioned areas that are open on the side(s);
- (6) Enclosed areas on open air roof decks shall be limited to mechanical rooms, HVAC equipment, bathrooms and janitor closets;

- (7) A special use permit is approved by the Board of Adjustment for the addition; and
- (8) Notwithstanding the foregoing, the nonconforming use, including the addition, remains as a nonconforming use in accordance with the provisions of this chapter.

Compliance with the Comprehensive Plan

Consideration of any modification to the city zoning ordinance should include a review of the community's comprehensive plan and other officially adopted plans that are applicable. Greenville's comprehensive plan, Horizons: Greenville's Community Plan, 2004, and the 2009/2010 update contains adopted goals, policy statements and objectives that should be reviewed and considered to ensure that the proposed text amendments are in compliance with the Plan, and effectively with the community's values.

Staff reviewed the Plan and provides the following findings regarding consistency between the proposed text amendment and the Plan. The proposed Zoning Ordinance Text Amendment is in compliance with three policies as follows:

Section 3, Plan Elements, Economy, Objective E12:

"To revitalize the downtown area."

Section 4, Implementation, Vision Areas, H, Central Area, *Objective H5*:

"Develop the downtown as the cultural, recreational, and entertainment center of the City."

Section 4, Implementation, Growth and Development:

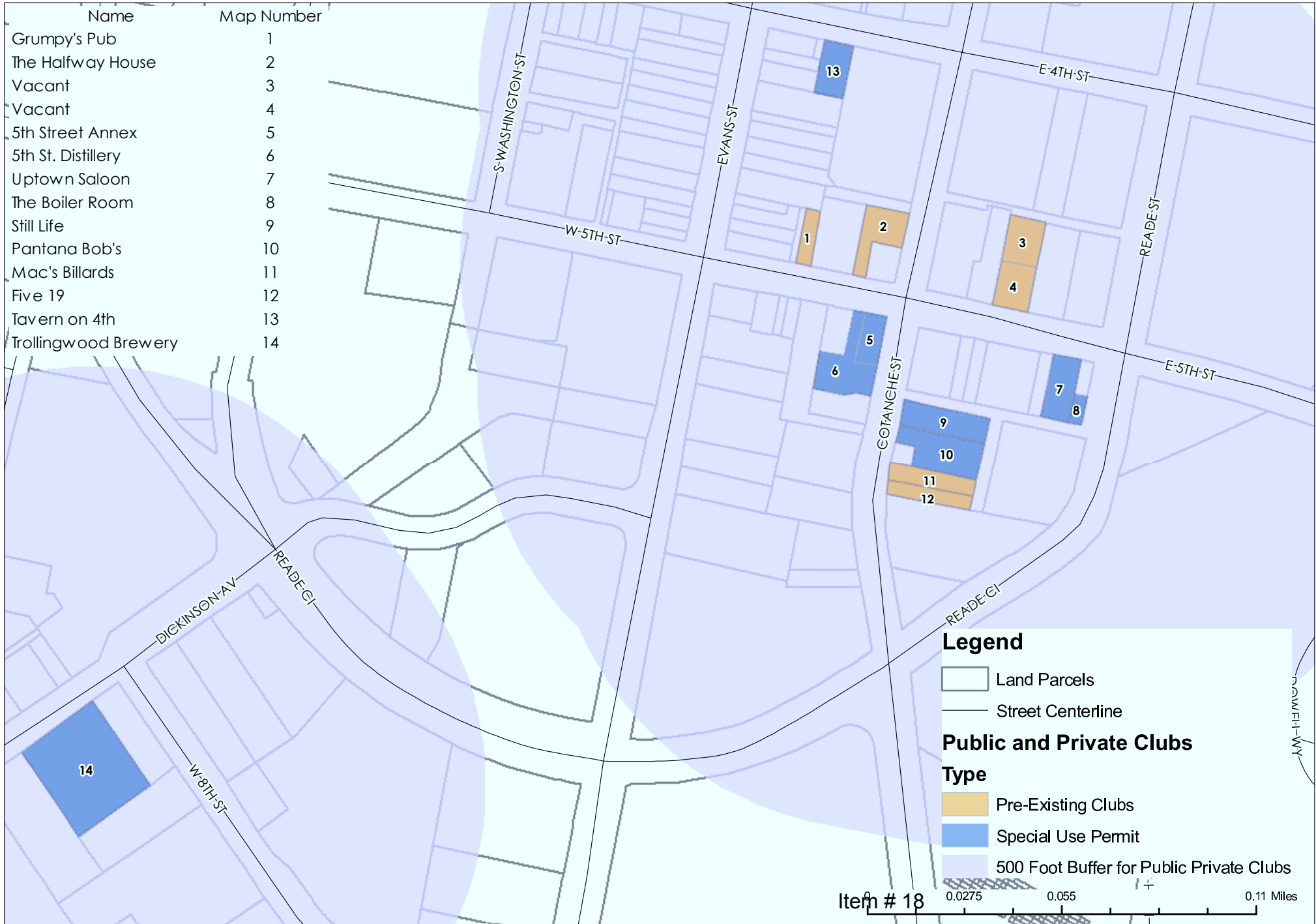
"Implementation Strategy 2(gg). Support restaurants, shops, and boutiques in the downtown area. Establish safety standards for places of assembly."

Correction from the 8/3/2016 Staff Report to the Planning and Zoning Commission

In the staff report that went to the Planning and Zoning Commission and in the presentation staff presented during the 8/16/2016 P & Z meeting, staff cited a policy from the Horizons 2004 Plan that could be considered to be out of compliance with the text amendment. However, after conducting research after the P & Z meeting, staff found that the objective referenced was not applicable to Mr. Hatoum's property. The policy staff referenced from Horizons 2004 Plan, Section 4, Implementation, Vision Area, H, Central Area, Objective H29 states, *"Prohibit "public and/or private clubs" within the downtown subdistricts overlay."* After the P & Z meeting, staff reviewed the Horizons map entitled, "Map of Downtown Subdistricts" and discovered Mr. Hatoum's property is not within the boundary of the Downtown Subdistrict Overlay, denoted with the green line, as adopted by Ordinance #98-50. (Attached Map 2)

Recommendation:

The Planning and Zoning Commission unanimously approved a motion to recommend adoption of the proposed text amendment. An excerpt from the draft Planning and Zoning Commission's August 16, 2016 meeting minutes is attached. (Exhibit D).



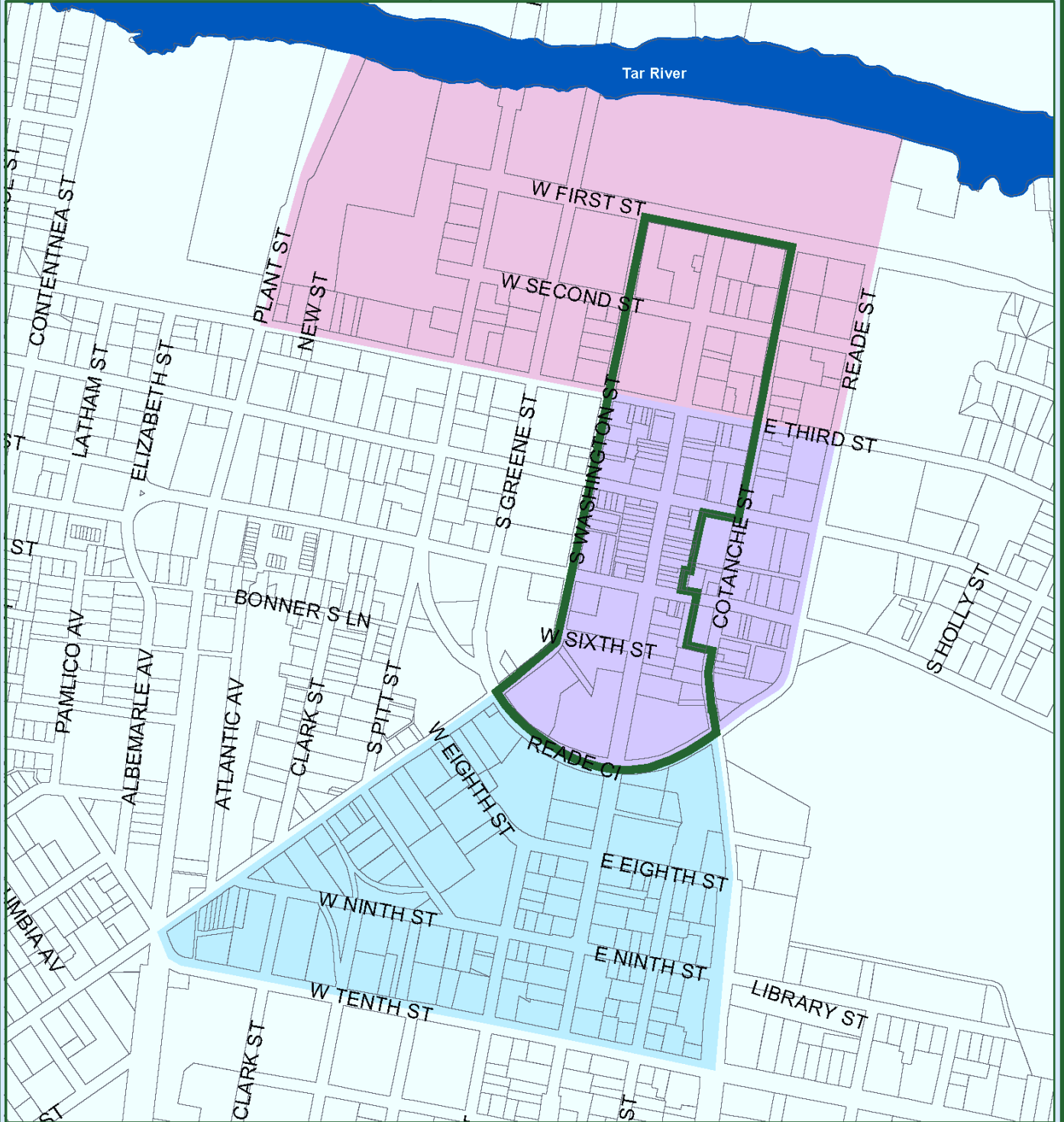
Map 2: Map Showing Downtown Subdistrict Overlay (Green Line) from the Horizons 2004 Plan



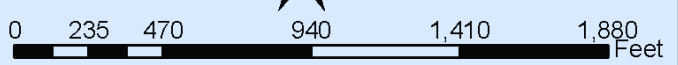
Map composed on
April 20, 1998.

Map of Downtown Subdistricts

City of Greenville, NC



- Courthouse Subdistrict
- University Subdistrict
- Dickinson Subdistrict
- Tar River
- Land Parcels
- Downtown Subdistrict Overlay (Per Ordinance 98-50)



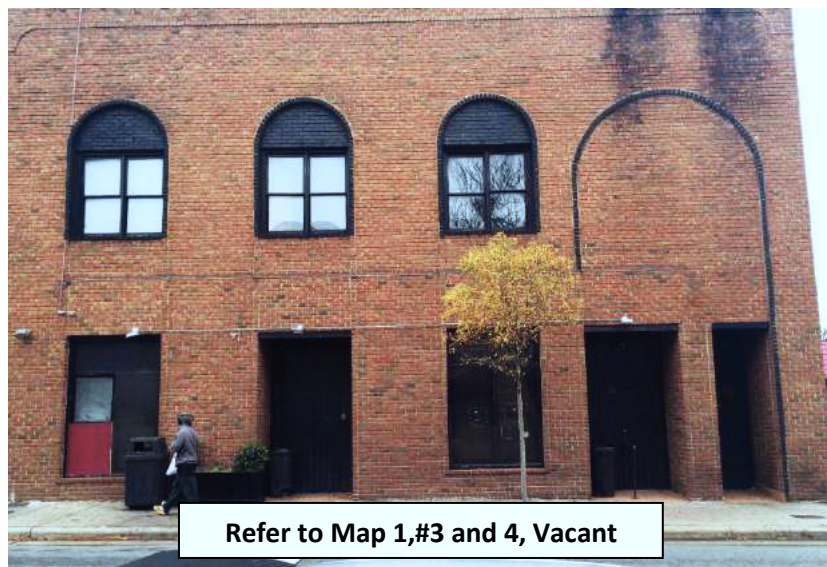
Item # 18



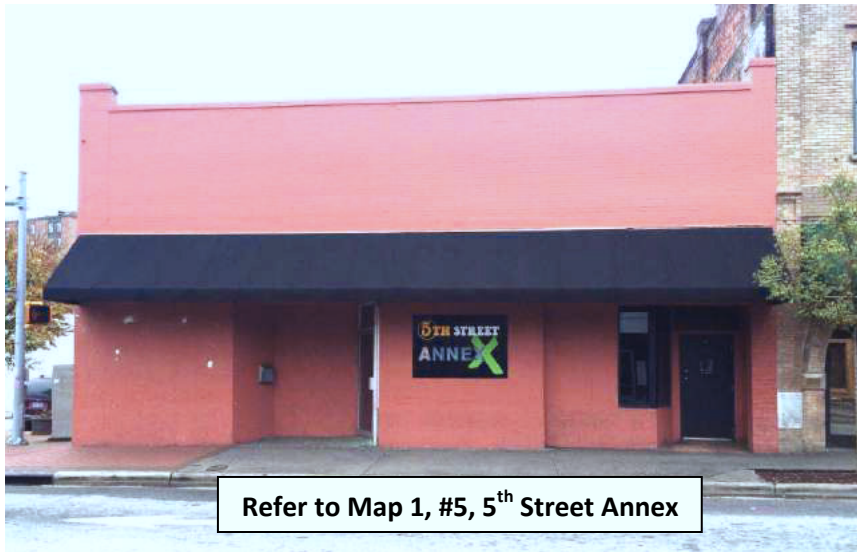
Refer to Map 1, #1, Grumpy's Pub



Refer to Map 1, #2, The Halfway



Refer to Map 1, #3 and 4, Vacant



Refer to Map 1, #5, 5th Street Annex



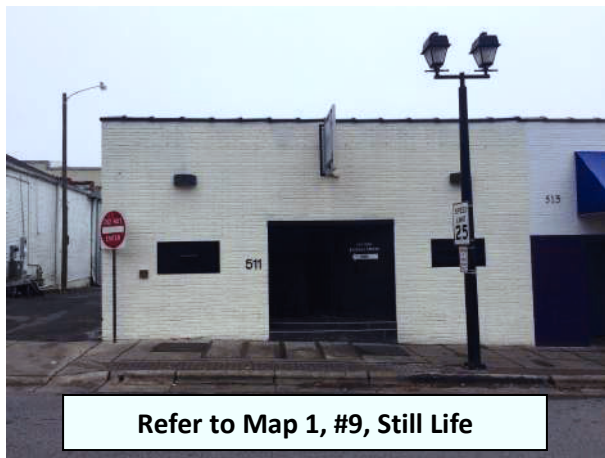
Refer to Map 1, #6, 5th Street



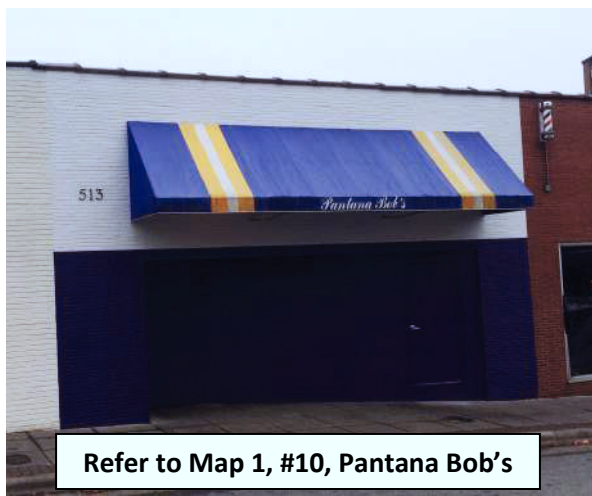
Refer to Map 1, #7, Uptown Saloon



Refer to Map 1, #8, The Boiler Room



Refer to Map 1, #9, Still Life



Refer to Map 1, #10, Pantana Bob's



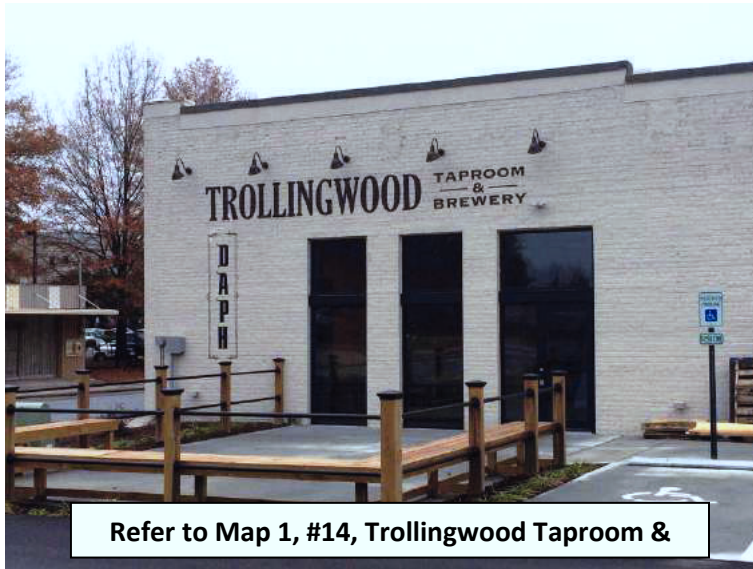
Refer to Map 1, #11, Mac Billiards



Refer to Map 1, #12, Club Five 19



Refer to Map 1, #13, Tavern on 4th



Refer to Map 1, #14, Trollingwood Taproom &

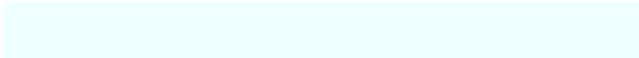


EXHIBIT B: Application Submittal Documents and Letters of Support



Date Received 11/4/15 *tw*

**CITY OF GREENVILLE
ZONING ORDINANCE TEXT AMENDMENT APPLICATION**

Applicant Name(s):

Business: Still Life
Owner: Sharif Hatoum

Mailing Address:

511 Cotanche St
Greenville NC 27858

Contact Phone Number: 252-902-4869

Contact Fax Number: 919-374-4248

Zoning Ordinance Section Proposed to be Amended:

Section 9-4-29

Reason for Request:

We would like to be able to expand our business/building vertically to create an open air roof top patio.

Proposed Language of Text Amendment (attach additional pages if needed):

Would like to add a section "e" to 9-4-29.

Public and private clubs are allowed to expand vertically for the purpose of an open air deck within the existing footprint so long as the existing establishment in its entirety complies with all current building codes and regulations.

[NOTE : MR. HATOUM HAS WITHDRAWN THE PROPOSED LANGUAGE ABOVE, REFER TO THE PROPOSED TEXT AMENDMENT IN THE STAFF REPORT]

Sharif Hatoum

11/04/15

Print Name

Signature of Applicant

Date



511 Cotanche Greenville NC, 27858 [400 W. North St Suite 120 Raleigh, NC 27603
1-877-590-5478

I understand the reasoning behind the ordinance and I do not object to it, however I do believe that being able to expand on existing buildings / businesses would be in the best interest of the city.

Currently all the private clubs in downtown are grandfathered in. What this means is that their liquor license and occupancy is based on laws that have since become outdated. Some establishments currently have occupancies ranging from 400-800 people with limited lavatories compared to current code requirements. Also current state law states that any establishment that has an occupancy of 300 or more would be required to install a sprinkler system for safety reasons. I know this because I installed one in one of my Raleigh businesses.

Occupancy requirement have also changed dramatically from the amount of sq footage per person required by law and how many lavatories must be made available based the occupant you are looking for.

Greenville city code requires any business/building that does structural changes to there establishment/building to adhere to new codes and regulations including the Americans with Disabilities Act (ADA). All of which would be at a cost to the investor but at a benefit to the revitalization of downtown greenville.

What this all means is that anyone who is willing to spend the money to expand there current footprint would see a reduction in there occupancy in order to achieve the expansion for the reasons stated above. The city of greenville would also be able to collect more in property tax from any expansion done to existing buildings while at the same time allowing property owners to improve on the overall condition of properties downtown which is something that is greatly needed.

I want to give the private club owners the chance to do the right thing and improve on there businesses if the opportunity arises. If the other owners do not want to, then they will continue to run dismal establishments.

I am personally affected by the current ordnances in place due to the fact that I started a project to expand vertically back in 2006. When I changed the structure of my building in 2006 I turned in my grandfathered occupancy to the city in order to have additional lavatories and improve the overall quality of my building. I also stubbed out my plumbing in a way that would allow me to expand vertically because there was no ordinance at the time preventing me from going vertical. I went from a 500 person occupancy down to 250 person, however we were able to bring our establishment up to all current codes. My reasoning behind this was if I could expand vertically and provide a quality establishment I would be able to make up the 250 person difference with the addition of a rooftop patio. Shortly after my investment was made the new ordinance was adopted canceling any opportunity for me to continue the project. I have already invested a considerable amount of money in improvements just to get it to this point. The expansion project would inject an additional funds into the economy as well as provide additional jobs going forward.

Respectfully,

Sharif Hatoum



August 15, 2016

Mayor Allen Thomas
City of Greenville
Planning and Zoning Commission
200 West 5th Street
Greenville, NC 27834

Dear Mayor Thomas, City Council Members and Planning and Zoning Commissioners,

Uptown Greenville, a 30-year old entity focused on center city revitalization, believes that amending the proposed text to support rooftop patios aligns with the municipal goal of achieving an 18-hour downtown; one that attracts and retains students, young professionals and highly-talented individuals.

In recent years, the City of Greenville's Central Business District, Uptown Greenville, has seen a surge in restaurants and breweries. It is well documented that by expanding both outdoor dining and rooftop patios, a city will increase vibrancy and improve cultural and commercial offerings. For this reason, Uptown Greenville's Executive Committee writes in support of the proposed text amendment to allow roof top patios in the Uptown district.

StillLife owner, Sharif Hatoum, owns various well-maintained parcels in the urban core and actively pursues opportunities to improve his holdings. Mr. Hatoum, as a board member of Uptown Greenville and a servant of the Redevelopment Commission, is passionate about and understands downtown revitalization. He and his company not only contribute to urban renewal but are our city's urban pioneers, leading the way to positive change.

Without hesitation, we support the text amendment to allow roof top patios in the Downtown Commercial Zoning District.

Sincerely,

A handwritten signature in blue ink that reads "Mary Beth Eason". The signature is fluid and cursive, with a long horizontal line extending from the end.

Mary Beth Eason
Chairman of the Board

A handwritten signature in blue ink that reads "Bianca Shoneman". The signature is cursive and somewhat stylized, with a long horizontal line extending from the end.

Bianca Shoneman
President and CEO



516 S. Cotanche St. • Greenville, NC 27858 • 252-758-2616 • Fax 252-830-0927

August 12, 2016

Mayor Allen Thomas, City of Greenville
Greenville City Council
Planning and Zoning Commission

Dear Mayor Thomas, Council Members and Commissioners:

I am writing this letter in support the proposed text amendment to allow roof top patios in Uptown Greenville.

As you know, I have worked diligently on downtown revitalization issues for many years, and have a broad understanding of what is necessary to continue to improve the district. Therefore, I fully support the concept of rooftop patios. This is an upscale amenity that should create a higher price point in the sale of alcohol and thus lead to more responsible consumption and serving. We also believe this amendment could lead more upscale restaurants and taverns locating in the area.

Additionally, Still Life owner, Sharif Hautom has been our neighbor both at Catalog Connection and UBE for over ten years. We have partnered with him in numerous community projects, and he runs a first class operation in all respects. He has invested heavily in improvements to his property, it looks great, and is an asset to the area. He has invested in other properties in the Uptown area as well, and it is having a dramatic impact in positively revitalizing our city center and increasing the tax base.

Personally he has served as both a member of the board of Uptown Greenville, and as a member of the Redevelopment Commission of the City of Greenville. He has passion for the improvement of our downtown, city and university, and that is validated by his business and civic commitment.

Without hesitation we enthusiastically support the text amendment to allow roof top patios in the Downtown Commercial zoning district.

Sincerely,

Don Edwards
President, UBE, Inc.

ORDINANCE NO. 10 - 68
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the North Carolina General Statutes, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on August 12, 2010 at 7:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

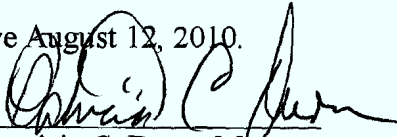
Section 1: That Title 9, Chapter 4, Section 9-4-86(F), of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended to include a new subsection 6 to read follows:

“(6) At the time of special use permit approval, a public or private club shall not be located within a five hundred (500) foot radius, including street right-of-ways, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the public or private club to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term “single-family residential zoning district” shall include any RA20, R15S, R9S, R6S, and MRS district.”

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective August 12, 2010.


Patricia C. Dunn, Mayor

ATTEST:


Carol L. Barwick, City Clerk

864675

EXHIBIT D: Excerpt of DRAFT, Planning and Zoning Commission Meeting Minutes, 8/16/2016, with Correction Noted at End of Excerpt

Mr. Weitnauer presented the staff presentation. The City of Greenville received an application for a zoning ordinance text amendment from Mr. Sharif Hatoum. Mr. Hatoum owns the Still Life night club located at 511 Cotanche Street. Mr. Hatoum desires to expand his night club to create an open air roof deck which is currently not allowed by the nonconforming situation section of the zoning ordinance. Since the club is a nonconforming land use as a result of not complying with the 500 foot separation requirement for clubs, he is not allowed to expand the club, unless a text amendment is adopted to permit such an addition.

Greenville's Zoning Ordinance does not allow public or private clubs to expand if they do not comply with the 500 foot separation requirements from other public clubs, private clubs, residential or residential zoning districts as such clubs are considered grandfathered nonconforming land uses. The separation requirement was adopted by Greenville City Council in 2010. In order to amend the Zoning Ordinance to allow a nonconforming public or private club to expand through construction of a roof deck, a text amendment would need to be adopted.

An ordinance was prepared based on Mr. Hatoum's text amendment application. Staff prepared modifications to Mr. Hatoum's proposed text amendment language for Planning and Zoning Commission's consideration. Staff's suggested modifications could still accommodate Mr. Hatoum's proposed open air roof deck project, but it has been expanded to address concerns:

- Allow open air roof deck expansion only within the CD (Downtown Commercial) zoning district
- Allow open air roof deck expansions for all nonconforming land uses
- Clarified how the NC Building Code would need to be adhered to regarding increases in occupancy of nonconforming land uses
- Keep open air decks from becoming enclosed

In Section 9-4-29, add subsection (E) as follows:

(E) Within the CD downtown commercial zoning district, a nonconforming use that may be continued in accordance with the provisions of section 9-4-28 will be allowed to expand directly above the roof of existing areas devoted to the same type of nonconforming use and shall not be subject to the provisions of subsection (A)(1) above relating to said expansion, provided that:

1. The open air deck is directly above the nonconforming use and does not have an intervening story between the existing nonconforming use and the open air deck
2. The addition does not create additional nonconformities or increase the extent of existing nonconformities with respect to dimensional standards, setback requirements, height limits, and/or parking requirements
3. Improvements to the existing building are made so that it is in full compliance with all current North Carolina Building Code requirements as a result of the additional functional square footage and, as such, building permit applicants may be required, as determined necessary by the building inspector to provide construction drawings that demonstrate compliance with increased structural loads through a structural analysis prepared and sealed by a professional engineer, occupant loads, egress loads, including exterior stairs and/or ramps used as a means of egress, plumbing facility loads, interior and roof deck finish material information, sprinkler loads, fire alarm system and additional specific requirements pertinent to the building as a result of the addition

4. New and reconfigured stairways and landings constructed to serve new open air decks upon a roof shall be allowed to be constructed within the property lines of the nonconforming use, regardless whether they are within or outside of a building's exterior walls
5. If is permissible to reconstruct existing roofs to support open air decks, regardless whether existing roofs enclose conditioned buildings or are located above nonconditioned areas that are open on the side(s)
6. Enclosed areas on open air roof decks shall be limited to mechanical rooms, HVAC equipment, bathrooms and janitor closets
7. A special use permit is approved by the Board of Adjustment for the addition and
8. Notwithstanding the foregoing, the nonconforming use, including the addition, remains as a nonconforming use in accordance with the provisions of this chapter.

The Planning and Zoning Commission is required to review and if supportive recommend an ordinance relating to public and private club regulations since they would be added in the Zoning Ordinance. No cost to the City.

The following are three relevant excerpts from Horizons: Greenville's Community Plan that may be considered to be in compliance with the proposed text amendment:

Section 3, Plan Elements, Economy, Objective E12: "To revitalize the downtown area."

Section 4, Implementation, Vision Areas, H, Central Area, Objective H5: "Develop the downtown as the cultural, recreational, and entertainment center of the City."

Section 4, Implementation, Growth and Development: "Implementation Strategy 2(gg). Support restaurants, shops, and boutiques in the downtown area. Establish safety standards for places of assembly."

Implementation Strategy 2(gg) above was retained in the 2010 Update of Horizons Plan with the implementation note:

"Community Development Department Planning Division: The Center City – West Greenville Revitalization Plan adopted March 2006, draft safety standards for public clubs developed – held pending further study. The City Manager's Office and the Attorney's Office completed a report and legal analysis on Potential Actions to Address Downtown Crime Issues, which was presented to the City Council in August 24, 2009."

*Following is a relevant excerpt from Horizons: Greenville's Community Plan, 2004 that may be considered to be out of compliance with the proposed text amendment.

*Section 2, Implementation, Vision Areas, H, Central Area, Objective H29: "Prohibit public and/or private clubs within the downtown subdistricts overlay."

*Objective H29 above was retained in the 2010 update of Horizons with the following note regarding implantation: "Community Development Department Planning Division: Ongoing recommendation."

In staff's opinion, it is a policy matter whether the proposed Zoning Ordinance Text Amendment is in compliance with Horizons: Greenville's Community Plan as there are adopted policies both in support and in *opposition of this text amendment application.

Ms. Bellis asked if a special use permit if needed.

Mr. Flood stated yes it will be a requirement to have additional review on the request.

Mr. Schrade asked for clarification on behalf of the applicant.

Mr. Flood stated the public/private clubs require a special use permit so that they are not individually treated differently, they all have an annual review and all will be treated equally. The annual review insures that the applicant is complying with the approved special use permit.

Mr. Mills asked if the BOA will review rooftop decks on a case by case basis.

Mr. Flood stated yes.

Ms. Bellis asked if the BOA would look at the construction application.

Mr. Flood stated the BOA reviews the proposed operation and basic plot plan and have the right to place conditions on the permit.

Mr. Mills asked, regarding building compliance, if there will be an annual safety review.

Mr. Weitnauer stated it could be reinforced.

Mr. Flood stated fire protective services provides an annual review.

Ms. Leech asked how would this impact the capacity of the club and if there is a need for increased fire and safety personnel.

Mr. Weitnauer stated to achieve higher occupancy, everything would need to be up to code.

Mr. Mills asked about handicap access.

Mr. Weitnauer stated they need to meet all ADA standards.

Mr. Overton stated that ADA requirements are met under building codes.

Mr. Sharif Hatoum, applicant and owner of Still Life Greenville, spoke in favor of the request. As well as being the owner of Still Life, he also owns HT properties which were responsible for the redevelopment of the Boli's building located at 123 E 5th St currently occupied by the Blackened Kraken. Greenville holds a special place in my heart as my father opened his first business, Mike's Deli in the mid 90's across from ECU's campus. Seeing the responsible growth that has taken place over the years has encouraged him to get involved.

Currently he is an executive Board Member of Uptown Greenville, a position he has held for 5 years, as well as 4 years on the Redevelopment Commission. He is part of the subcommittee that oversees the small business competition for Center City and West Greenville.

Still Life has been in business for over a decade in the entertainment district of Uptown Greenville and considers themselves part of the community with the relationships that have been built. They are looking to go vertical with the building in the hopes of building an open air roof top patio. He believes that the addition of a rooftop patio will bring a new element to the district while supporting other businesses in the area.

The venue is not geared solely to the college crowd. They have created an upscale environment that welcomes an older clientele. They have worked with local businesses from hosting Fashion Shows for Catalog Connection, Halloween Express and several other local businesses. They also do several charity events yearly ranging from Breast Cancer Awareness to Autism Awareness. These events drive business to local restaurants and eateries. Our regular business hours also provide a tremendous amount of support for surrounding businesses by bringing quality people to the Uptown District. The addition of the Rooftop Patio will only strengthen their ability to provide a clean upscale environment for the entertainment district of Uptown. He understands the reasoning behind the ordinance and does not object, however he believes that being able to expand on existing buildings / businesses would be in the best interest of the center city.

Currently all the private clubs in Uptown are grandfathered in. What this means is that their liquor licenses and occupancy is based on laws that have since become outdated. Some establishments currently have occupancies ranging from 400-800 people with limited lavatories compared to current code requirements. Also current state law states that any establishment that has an occupancy of 300 or more would be required to install a sprinkler system for safety reasons. Occupancy requirements have also changed dramatically from the amount of square footage per person required by law and how many lavatories must be made available based on the occupant you are looking for. Greenville city code requires any business that does structural changes to their establishment to adhere to new codes and regulations including the Americans with Disabilities Act (ADA). All of which would be at a cost to the investor but at a benefit to the revitalization of downtown Greenville.

What this all means is that anyone who is willing to spend the money to expand their current footprint would see a reduction in their occupancy in order to achieve the expansion for the reasons stated. The City of Greenville would also be able to collect more in property tax from any expansion done to existing buildings while at the same time allowing property owners to improve on the overall condition of properties downtown which is something that is greatly needed.

He was personally affected by the current ordinances that were put in place due to the fact that he started a project to expand vertically back in 2006. When he changed the structure of his building in 2006 he turned in his grandfathered occupancy to the City in order to have additional lavatories and improve the overall quality of his building. He also stubbed out plumbing in a way that would allow him to expand vertically because there was no ordinance at the time preventing him from going vertical. He went from a 500 person occupancy down to 250 person, however he was able to bring his establishment up to all current codes. His reasoning behind this was if he could expand vertically and provide a quality establishment he would be able to make up the 250 person difference with the addition of a rooftop patio. Quality over quantity.

Shortly after his investment was made the new ordinance was adopted canceling any opportunity for him to continue the project. He has already invested a considerable amount of money in improvements just to get it to this point. The expansion project would inject additional funds into the economy as well as provide additional jobs going forward. For all the reasons he believes that the proposed text amendment would fall in line with the vision for Uptown Greenville.

Mr. Herring asked if he was going to continue his plan and to include elevators.

Mr. Hatoum stated that he understands that as long as he has a like venue downstairs he is not required to have an elevator. There will be a patio on the main level.

Mr. Overton asked if he was going to raise the walls.

Mr. Hatoum stated yes.

Mr. Travis Dixon, partner of applicant, spoke in favor of the request. He has worked at Still Life for 9 years. There are 56 employees currently and that number will double with the rooftop deck. This would bridge the gap from nightlife to day-life.

Mr. Brad Hofferd spoke in favor of the application. He is a member of the Uptown Greenville Executive Board and they are in favor of the request.

No one spoke in opposition.

Chairman King closed the public hearing and opened for board discussion.

Mr. Overton asked what the reason was for the special use permit.

Mr. Flood stated it is a requirement to renew an existing special use permit when it is being amended due to expansion.

Mr. Mills stated Uptown Greenville has done a wonderful job investing in uptown. His only concern is that the construction be done properly.

Mr. Schrade agreed with Mr. Mills and that this would be for others and not just college students.

Mr. Robinson likes the idea but has a concern with safety. He stated that the review at the BOA should also include incidents, violations, and calls of the establishment regarding ABC, ALE and service calls.

Mr. Mills made a motion to recommend approval of the proposed text amendment, to advise that it is consistent with the comprehensive plan and other applicable plans, and to adopt the staff report which addresses plan consistency and other matters. Seconded by Mr. Robinson and the motion passed unanimously.

[*Correction to the 8/3/2016 Staff Report and Presentation Made to the Planning and Zoning Commission on 8/16/2016 - In the staff report to the Planning and Zoning Commission and in the staff presentation during the 8/16/2016 P & Z meeting, staff cited a policy from the Horizons 2004 Plan that staff said could be considered to be out of compliance with the text amendment. However, after conducting research after the P & Z meeting, staff found that the objective referenced was not applicable to Mr. Hatoum's property. The policy staff referenced from Horizons 2004 Plan, Section 4, Implementation, Vision Area, H, Central Area, Objective H29 states, *"Prohibit "public and/or private clubs" within the downtown subdistricts overlay."* After the P & Z meeting, staff reviewed the Horizons map entitled, "Map of Downtown Subdistricts" and discovered Mr. Hatoum's property is not within the boundary of the Downtown Subdistrict Overlay, denoted with the green line, as adopted by Ordinance #98-50.]



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Adoption of Horizons 2026: Greenville's Community Plan

Explanation: **Abstract:** After a year of Comprehensive Plan Committee meetings, public workshops attended by hundreds of citizens, outreach using various methods of media, and numerous meetings and draft reviews by City staff, Horizons 2026: Greenville's Community Plan moved into the adoption phase beginning with the Planning and Zoning Commission's public hearing held on August 16, 2016. At the September 8, 2016 City Council meeting, the Council will receive a presentation that summarizes the content of the Plan, conduct a public hearing to receive comments by the public, and consider taking action to adopt Horizons 2026.

Explanation: Horizons 2026 is both Greenville's long-range community-driven process to update the City's comprehensive plan, and the plan document itself. The plan includes goals, policies, and actions that constitute a renewed vision and the blueprint for the city's future. The Horizons process involved four phases, which included initiating the planning effort, analyzing key community trends and policies, drafting the plan, and adopting the plan. Public engagement was a critical component throughout the planning process.

Greenville is experiencing new challenges. The city population is growing and changing; local, regional, and global economies are shifting; and environmental challenges are mounting. The City will need to rely on its legacy of thoughtful planning to envision and achieve a vibrant and sustainable future.

This comprehensive plan will serve as a tool that expresses the values, aspirations, and vision of the community, along with goals, policies, and strategies to achieve that vision. It sets forth long-range planning in categories including transportation, housing, environment, and economic development, and weaves these elements through thematic topics.

Horizons 2009-2010 is the City's previous comprehensive plan, and prior plans were adopted in 2004, 1997, and 1992. There are several reasons the Horizons

2010 plan needed to be updated, including:

- Many of the action items have been accomplished;
- The population has grown and changed, resulting in new needs and demands;
- Local, regional, national, and global changes have resulted in a new social, economic, and environmental context; and
- New research and information have expanded the knowledge and thinking about community planning best practices.

Horizons 2026 provides an important opportunity to study current trends and conditions, reevaluate the community's priorities, and create a renewed vision for Greenville.

The Comprehensive Plan Committee held their ninth and final meeting on August 10, 2016, to receive a presentation of revisions made since their May 2 meeting as well as receive a briefing of any changes that resulted from the public unveiling of the Plan during the June 20, 2016 Public Open House. Four modifications the Comprehensive Plan Committee requested are included in the August 23, 2016 document.

Two members of the Planning and Zoning (P&Z) Commission, Terry King, current P&Z Chair, and Tony Parker, former P&Z Chair, served together on the Committee throughout the year of the Plan's development as representatives of the Planning and Zoning Commission. Representatives from seven additional City boards served on the Committee along with invited representation of East Carolina University, Vidant Medical Center, Uptown Greenville, the Home Builders Association, Pitt County Committee of 100, Greenville-Pitt County Chamber of Commerce, and Mayor and City Council Member appointees. In addition to attendance by the appointed 24 Comprehensive Plan Committee members, Community Partners were also invited to all Committee meetings to review drafts and provide input throughout development of the plan. The Community Partners invited to participate included representatives from various City of Greenville departments, the Town of Winterville, Pitt County Government (Planning Department), Pitt County Schools, Greenville Utilities Commission, and NCDOT. Presentations and summaries from the Comprehensive Plan Committee meetings were posted online following each meeting at the project website.

On July 19, 2016, the Planning and Zoning Commission received a presentation on the background and approach of the Horizons update project. Attached are excerpts from the adopted meeting minutes.

During the August 16, 2016 Planning and Zoning Commission's public hearing, the consulting project manager, Leigh Anne King of Clarion Associates, summarized the Plan's content. Subsequently, the Commission asked for comments by the public, asked questions, and unanimously approved a recommendation to the City Council to adopt Horizons 2026.

Horizons 2026: Greenville's Community Plan, City Council Public Hearing

Document, August 23, 2016 is posted on the City's website for the public and City Council's review at the following address.

<http://www.greenvillenc.gov/government/community-development/planning-division/horizons-update-project/horizons-work-products>

An enlargement of the Future Land Use and Character Map is also posted online at the same website address after the document. This map is part of the plan, but the one that is posted within the document on page 39 is difficult to zoom into; therefore, the enlarged map is available to zoom in and pan around to view proposed future land use designations throughout the limits of the plan.

Supporting data and analysis that served as the basis for Horizons 2026 is contained in the document entitled Horizons 2026: Community Profile. This document is also posted online immediately below the Horizons 2026 document and enlarged map at the same website location listed above. The Community Profile document, which is not intended for adoption, provides background supporting documentation of demographics, trends, survey results and other pertinent information gathered throughout development of Horizons 2026 which led to goals, policies, priorities, and maps contained throughout the Horizons 2026 plan.

Summaries about the Public Engagement process, workshops, stakeholder meetings, and planning process followed to produce Horizons 2026 are provided in the Plan's introduction, while full reports of all of the public workshops are provided online at the project website.

Horizons: Greenville's Community Plan, adopted on February 12, 2004 by Ordinance No. 04-10, Section 4, Implementation, Administration, Implementation Strategy 3(a) states, *"At a minimum, update the Horizons Plan and implementation process every five years or at any time that annual population growth exceeds five percent (5%) in two consecutive calendar years."* The City has prepared major updates every ten years and plan reviews every five years. This is the year the 2004 Horizons plan is scheduled to be replaced with a major ten-year update. Horizons 2026: Greenville's Community Plan was prepared to serve as the major 10-year update.

Fiscal Note:

As with past Horizons plans, implementation of Horizons 2026 will require the City to consider budgeting for capital projects as well as operations and management costs to implement the Plan. Staff notes that several steps, including Zoning Ordinance text amendments, will need to be taken in the future in order to implement the Plan.

Recommendation:

Staff: Staff recommends adoption of Horizons 2026: Greenville's Community Plan.

Comprehensive Plan Committee: During the August 10, 2016 advertised Comprehensive Plan Committee meeting, the Committee unanimously endorsed

Horizons 2026 with four modifications and recommended adoption of Horizons 2026. The Committee's four recommended modifications have been integrated into the August 23, 2016 document.

Planning and Zoning Commission: During the August 16, 2016 advertised Planning and Zoning Commission public hearing, the Commission unanimously approved a motion to recommend to City Council adoption of Horizons 2026. A draft excerpt from the Planning and Zoning Commission meeting is attached.

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

Attachments / click to download

[Aug 16 and July 19, 2016 P and Z Meeting Minutes](#)

[Ordinance to Adopt Horizons 2026 Greenville s Community Plan dated Aug 23 2016 1035756](#)

ORDINANCE NO. 16-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS: GREENVILLE'S COMMUNITY PLAN

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on September 8, 2016 at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending Horizons: Greenville's Community Plan;

WHEREAS, the Horizons: Greenville's Community Plan was adopted on January 9, 1992 by the Greenville City Council per Ordinance 2412; and

WHEREAS, the Horizons: Greenville's Community Plan will from time to time be amended and portions of its text clarified by the City Council; and

WHEREAS, Future Land Use Plans are to be prepared to expand and clarify portions of the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 97-73 adopted the Greenville Future Land Use Plan Map and associated text dated June 4, 1997, as amended, as an amendment to the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 04-10 amended the Horizons: Greenville's Community Plan and Future Land Use Plan Map pursuant to the 2004 Update; and

WHEREAS, the Horizons: Greenville's Community Plan 2009-2010 Update, as amended was adopted on September 20, 2010 by the Greenville City Council per Ordinance No. 10-78; and

WHEREAS, consideration of portions of the Horizons: Greenville's Community Plan 2009-2010 Update, dated September 20, 2010 was continued to the November 8, 2010 City Council meeting; and

WHEREAS, the Horizons: Greenville's Community Plan 2009-2010 Update dated September 20, 2010, "Future Land Use Plan Map: Recommended Changes, Section 2 Areas of Interest, Table X, entitled Area 6", located on SW Greenville Boulevard was amended per Ordinance No. 10-100; and

WHEREAS, Horizons: Greenville's Community Plan 2009-2010 Update has from time to time been amended and portions of its text and associated land use plan and other maps clarified by the City Council; and

WHEREAS, the Planning and Zoning Commission and the City Council have reviewed the recommendations of the Comprehensive Plan Committee concerning the Horizons 2026 text and associated Future Land Use and Character Map and a public hearing has been held to solicit public comment.

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

Section 1: That Horizons: Greenville's Community Plan is hereby amended by the adoption of a revised text entitled Horizons 2026: Greenville's Community Plan dated August 23, 2016, which includes a revised Future Land Use and Character Map, dated August 23, 2016, a copy of which is maintained on file in the Office of the City Clerk and incorporated herein by reference.

Section 2. That all sections or statements in Horizons: Greenville's Community Plan 2009-2010 Update which are in conflict with the revisions herein adopted are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon adoption.

Adopted this 8th day of September, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Excerpt of DRAFT, Planning and Zoning Commission Meeting Minutes, 8/16/2016

CONSIDERATION TO RECOMMEND ADOPTION OF HORIZONS 2026: GREENVILLE'S COMMUNITY PLAN. - APPROVED

Ms. Leigh Ann King with Clarion Associates summarized the Plan's content. This is a long range ten-year Comprehensive Plan with a visionary and strategic concept. It is driven by community input throughout the year long process. It started with a technical analysis of the City and included planning aspirations. The process had over 500 participants, over 240 hours of citizen volunteer hours and over 5,000 individual inputs from citizens.

The structure contains eight main chapters that are the Vision Framework and Four Area Plans. Each chapter has three main components: planning influences, goals and policies, and actions.

Chapter 1: Building Great Places

Goals:

Focused approach to growth and reinvestment

Active and vibrant places

High quality infill and redevelopment

A vibrant Uptown

A valued history

Ms. King introduced the new Future Land Use & Character Map which provides guidance for decisions about growth and capital investment. She also introduced the Tiered Growth Map that provides guidance about annexation and addresses future extension of utility services.

Chapter 2: Enhancing Mobility

Goals:

Safe streets

Many travel options

Context-sensitive transportation

Accessible transit

Efficient parking

Quality regional transportation

Well connected air travel

Chapter 3: Maintaining Fiscal Responsibility

Goals:

- Benefit from past investments
- Manage expansion
- Fiscal balance
- Open and transparent government

Chapter 4: Growing the Economic Hub

Goals:

- A vibrant and growing economic hub
- Abundant employment space
- A stable and resilient economy
- Effective workforce training
- A high quality of life
- An equitable and inclusive economy

Chapter 5: Creating Complete Neighborhoods

Goals:

- Strong existing neighborhoods
- Complete neighborhoods
- Sustainably designed neighborhoods
- Neighborhoods that coexist with nature
- Affordable housing
- Shelter and assistance for the underprivileged

Chapter 6: Fostering a Resilient City

Goals:

- Environmental conservation

Hazard mitigation

Energy security

Low impact development (LID)

Green building

Cultural resilience

Chapter 7: Growing a Healthy City

Goals:

Opportunities for physical activity for transport

Opportunities for physical activity for recreation

Access to healthy food

Access to community resources

Mental health benefits of nature

Clean air and water

Chapter 8: Growing Together

Goals:

Coordination with jurisdictions

Coordination with organizations

Chapter 9: Action Plan

Actions:

Primary actions for initiation within next 10 years

Secondary actions for initiation within 10 years and beyond

Priority Implementation Actions:

1. Adopt mixed use zoning districts
2. Adopt mandatory design standards in Uptown

3. Develop corridor developmental standards
4. Develop strategy to address overdevelopment of peripheral apartment complexes
5. Create an incentive program for development and redevelopment
6. Implement the Dickinson Avenue Corridor Study
7. Establish arrangements for information-sharing
8. Develop a Historic Preservation Plan
9. Update development regulations to require open space / park space as part of new neighborhoods
10. Support personal and community gardens
11. Develop a fiscal impact analysis model for evaluating proposed annexations and capital projects
12. Convene transit providers to foster coordination
13. Develop a green energy plan
14. Develop an iconic pedestrian bridge that connects the area north of the river to Uptown
15. Redevelop properties along First Street

Ms. King spoke about the Four Small Area Plans (Appendices) which include: Airport Corridor Area, Medical Area, S. Memorial Dr. /W. Arlington Blvd Area, and Southwest Bypass Area. These are more detailed land use and design guidance for areas of change.

Mr. Weitnauer stated that at the last Comprehensive Plan Committee Meeting on August 10, 2016, members agreed to endorse the plan with the follow four adjustments to the Horizons 2026 Plan:

Amend the Future Land Use and Character Category for Greenville Utilities Commission's (GUC) Operations Center located at 801 Mumford Road from TNLM (Traditional Neighborhood, Low to Medium Density) to IL (Industrial Logistics).

Add a New Implementation Action in Chapter 5: Creating Complete Neighborhoods, and in Chapter 9: Action Plan, to Develop Strategies to Stabilize and Revitalize the University Neighborhood

Update an Action in Chapter 6: Fostering A Resilient City, and in Chapter 9: Action Plan, to Support Implementation of the Greenville Watershed Master Plans, and to Add the Plans to the List of Relevant Plans on pages 14-15.

Add the 10th Street Connector Plan to the Relevant List of Plans on Pages 14-15

Mr. Weitnauer stated there is still a lot of work to do in order to implement. Staff recommendation is that the Planning and Zoning Commission to approve a motion to recommend adoption of Horizon 2026 to City Council.

Ms. Leech asked if there is a way to anticipate the progress of implementation and will the Commission receive reports.

Mr. Weitnauer stated yes and there will be an audit under the plan that will track implementation.

Ms. Reid asked after the plan is adopted, how long until implemented.

Mr. Weitnauer stated some of it will be immediately, other parts will take longer with proposed text amendments. There is no exact time since a new zoning ordinance needs to be in place.

Ms. Reid asked if the plan will be used in future public hearings.

Mr. Weitnauer stated yes.

Mr. Schrade thanked Staff and the Consultant and stated this puts Greenville in the right direction.

Mr. Herring stated he was grateful that attention was given to the Airport Area because it needs improvement and development.

Chairman King opened the public hearing.

No one spoke in favor or in opposition.

Chairman King closed the public hearing and opened Commission discussion.

No additional comments made.

Motion made by Mr. Robinson to recommend adoption of Horizons 2026 plan. Seconded by Ms. Leech and the motion passed unanimously.

Excerpt of Adopted Planning and Zoning Commission Meeting Minutes, July 19, 2016

1(a) to advertise all meetings of the Greenville Planning and Zoning Commission and Board of Adjustment through newspaper advertisements and public service announcements.

Mr. Schrade asked if Staff agreed or disagreed with the proposed amendment.

Mr. Weitnauer stated the cost to the City to advertise each preliminary plat two times before each Planning and Zoning Commission meeting will be an additional \$110. The Commission has been reviewing an average of approximately 5 plats a year over the last few years. The estimated additional cost to the City is approximately \$550 a year. There is basis for the request. He stated Ms. Bellis mentioned that there are large subdivisions that with the lack of notification, people would not be aware. Staff is in agreement.

Chairman King opened a public hearing.

No one spoke in favor or in opposition.

Chairman King closed the public hearing and opened for board discussion

No discussion was made.

Motion made by Ms. Bellis, seconded by Ms. Darden, to approve the request. Motion carried unanimously.

OTHER ITEMS OF BUSINESS

DISCUSSION ITEM – STAFF BRIEFING ON THE BACKGROUND AND PROGRESS OF THE DRAFT LONG-RANGE PLANNING DOCUMENT ENTITLED, HORIZONS 2026: GREENVILLE’S COMMUNITY PLAN.

Mr. Weitnauer stated the item was to give the Commission the background and progress of the Plan. He stated it currently is in the draft/adoption stage. The Horizons 2026 Public Review Draft and the Plan's Appendices have been posted on the project website under the "Work Products" button at the following address: Horizons.GreenvilleNC.gov. A summary report from the Open House, June 20, 2016 at the Greenville Convention Center, is also posted on the project website under the "Public Participation" button. He stated that during his tenure as a planner, this is one of the best plans he has seen. It has been tailored to the community by the consultants, Clarion and Associates based in Chapel Hill, NC. Next month, Clarion and Associates will conduct the public hearing of the Horizons 2026 Plan for the Commission to consider recommendation of adoption to the City Council. He presented a power point presentation highlighting the background and progress of the Plan. A few highlights:

How the Plan is used: 1. Articulates the community vision. 2. Policy guidance for decision making in: growth management, rezoning and development cases, capital improvements, and

facilities and services. 3. Sets out implementation strategies for: work plans for City departments, support for partnership efforts, and public investments.

Participation: 1. City stakeholders and jurisdictional partners. 2. Comprehensive Plan Committee of 24 members. 3. Planning and Zoning Commission. 4. City Council. 5. City Staff and the Consultants.

The Horizon 2026 Study area extended three miles outside of the City limits and included 4 special areas: Airport, Medical, Arlington/Memorial and Southwest Bypass.

Phase I-Initiate: Public engagement strategy developed, Horizon 2026 website launched, and Data gathered and analyzed.

Phase II- Analyze: Existing trends and conditions assessed, 2010 Horizons Plan implementation audited, Analysis and area plan priorities identified, and Community vision framework.

During Phase II, leadership meetings were held: Comprehensive Plan Committee meetings, Stakeholder interviews, and a Leadership breakfast. Public Engagement areas: Workshop for Our Future, How Will We Grow Workshop, Area Plan Stakeholder meetings, Our City Our Plan Open House, online survey, website: Horizon.Greenville.gov, and correspondence from Staff. The outcomes from this Phase produced the following two documents available online: Horizons 2026: Community Profile and Horizons 2026: Workshop for Our Future.

Phase III- Draft: Included workshops, future growth framework map, small area plans, policy framework, public workshops #3 and public review draft of Horizons 2026. This Phase also included the Future Land Use and Character Map.

The Horizons 2026 Plan has the following chapters: Building Great Places, Enhancing Mobility, Maintaining Fiscal Responsibility, Growing the Economic Hub, Creating Complete Neighborhoods, Fostering a Resilient City, Growing a Healthy City, Growing Together, Action Plan, and Appendices.

Phase IV-Adoption: Adoption Schedule:

Early August:	P&Z Commission Work Session of <u>Horizons 2026</u> and Q&A
August 16 th :	P&Z Commission Public Hearing to consider recommending adoption of the Plan to City Council
September 8 th :	City Council Public Hearing (tentative date)

Mr. Weitnauer encouraged Commissioners to familiarize themselves with the structure and contents of the draft Horizons 2026 Plan.

Mr. Merrill Flood thanked everyone involved with the Plan. He stated the Plan talks about how we grow and shapes the community. He stated to place close attention to the character types that have been matched up with the existing zoning. Greenville is not stagnant and the next ten years will prove to be the same. This is the most important document that the P&Z Commission uses. He encouraged everyone to view it online.

With no further business, a motion was made by Mr. Mills seconded by Ms. Darden, to adjourn. Motion passed unanimously. Meeting adjourned at 7:15 p.m.

Respectfully Submitted,

Merrill Flood, Secretary to the Commission
Acting Director of Community Development Department



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Contract for services with Uptown Greenville

Explanation: **Abstract:** Since 2010, the City Council has appropriated annual funding to Uptown Greenville and authorized the execution of a contract for services which have a defined scope of services and activities. The services identified in the attached contract reflect the services and programs proposed for the fiscal years of 2017 and 2018.

Explanation: Since 2010, the City of Greenville and Uptown Greenville have agreed upon an annual program of activities to be carried out by the organization in an effort to market, support, retain, and recruit businesses in the Uptown district. In connection with those services, previous City Councils have authorized funding for agreed-upon activities. In 2010 and 2011, the City authorized \$25,000 annually for the services. In 2012, the amount authorized by City Council was increased to \$50,000 annually in concert with increased funding by East Carolina University and Vidant.

In the City's 2017-2018 fiscal year budget, \$50,000 was appropriated for Uptown Greenville following the development and execution of a contract for services. Services included in this contract include:

1. Working with the City in areas of business recruitment and retention programs,
2. Assisting with Uptown beautification programs,
3. Event organization, promotion and sponsorship, such as Pirate Fest, Freeboot Friday, and the Umbrella Market, and assisting the City with the Fall Festival, Greenville Grooves Concert, and BMX festival,
4. Assisting with public input on public infrastructure projects, and
5. Fundraising for specified public infrastructure projects and programs.


This represents a continuation of the partnership with the Uptown Greenville organization. Uptown Greenville provides a valuable service to the City and the district. A report will be provided by Uptown on the accomplishments under the contract during the 2015-16 fiscal year.

Fiscal Note: \$50,000 was authorized by action of City Council in the 2016-17 Fiscal Year budget.

Recommendation: Approve the attached contract for services and authorize the City Manager to execute the contract with Uptown Greenville.

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

Attachments / click to download

 [Uptown_Contract_July_27_1033798](#)

NORTH CAROLINA
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the ____ day of September, 2016, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (UPTOWN);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by UPTOWN for the CITY, and the sum of \$50,000 paid by the CITY to UPTOWN.

2. General Work to be Performed.

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.

3. Specific Work to be Performed.

UPTOWN will perform the following specific services:

A. BUSINESS RECRUITMENT AND RETENTION:

- 1) 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. UPTOWN'S marketing work will maintain strong ties to other regional economic development partners to maximize information sharing and resources.

- 2) UPTOWN shall, in cooperation with CITY, assist the selected investors/developers for the former State Theatre building with its development and marketing, as well as assist other investors with projects in the area.
- 3) UPTOWN shall serve as the administrator of the Uptown Retail Challenge on behalf of the CITY.

B. UPTOWN BEAUTIFICATION:

- 1) 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 maintain “Adopt a Planter” program for all Uptown planters.

C. SPECIAL EVENTS, PROMOTIONS AND PRIVATE SUPPORT

- 1) 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.
- 2) Serve as primary organizer and sponsor for PirateFest, First Friday ArtWalk Series, Freeboot Friday, and the Uptown Umbrella Market.
- 3) 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.
- 4) 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.
- 5) Work with the City in the promotion of other events as deemed necessary such as the BMX festival, Fall Festival, and Greenville Grooves Concert.

D. ASSIST WITH PUBLIC INPUT FOR PUBLIC INFRASTRUCTURE PROJECTS

- 1) Upon request from the CITY, UPTOWN shall help build consensus for public infrastructure or other identified projects in the form of public input gathering, surveying, and communication of plans.
- 2) Upon request from the CITY, UPTOWN shall coordinate and conduct Public Input Forums regarding future redevelopment plans.

E. FUNDRAISING FOR UPTOWN INFRASTRUCTURE IMPROVEMENTS

- 1) UPTOWN, working in conjunction with the CITY, shall assist with fundraising efforts to fund the purchase and installation of lamp post banners and other facilities determined to be needed.
- 2) 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.

F. ASSIST WITH ECONOMIC DEVELOPMENT EFFORTS

- 1) UPTOWN, working in conjunction with the CITY, shall assist with economic development efforts
- 2) 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.
- 3) Use demographic data and market research to identify opportunities for new entrepreneurs and seek to attract new investment into Uptown. To create and maintain downtown's mixed use character, help recruit retail, restaurant, hospitality, residential, mixed-use, and office prospects.
- 4) Maintain information about real estate available for lease or sale, economic incentive programs including tax credits, special zoning and land use codes, parking data, and development trends.
- 5) Use a wide range of communication for promotion through news media contacts, press releases, a newsletter, web site, social media, and other means.
- 6) Assist retailers and other downtown businesses with regulatory and financing issues, parking and public safety, events, and promotion.
- 7) Through its knowledge of uptown real estate, development trends, and ownership patterns, confidentially help prospective investors identify optimum locations for shops, office, residences, or hotels for acquisition, location, or development.

4. Schedule of Payments.

Payment of \$25,000 will be made by the CITY to UPTOWN on a semi-annual basis with the first payment to be made within 30 days of the effective date of this contract for services, and the second and final payment to be made on or about six months following the first payment.

5. Reports.

Prior to the CITY making the second payment as described in Section 4, UPTOWN shall provide a written report to the City Council of the CITY of the significant achievements of UPTOWN with regard to the work performed under Sections 2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Duration, Termination, and Amendment.

This CONTRACT shall commence on September ____, 2016, and terminate on June 30, 2018. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

EVERGREEN OF GREENVILLE, INC.
dba UPTOWN GREENVILLE

Mary Beth Eason, President

ATTEST:

Secretary

CITY OF GREENVILLE

Barbara Lipscomb, City Manager

ATTEST:

Carol L Barwick, City Clerk

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.

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

Account Number 010-01-10-21-000-000-521570

Project Code (if applicable) NA

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.
147-86.59(a)**

Name of Contractor, Vendor or Bidder: _____

The contractor, vendor, or bidder listed above hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The contractor, vendor, or bidder listed above will not utilize on the contract with the City Of Greenville any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Contract for services with the Pitt County Arts Council at Emerge

Explanation: **Abstract:** The services identified in the attached contract with the Pitt County Arts Council at Emerge reflect the services and programs proposed for fiscal year 2016-2017 and fiscal year 2017-2018.

Explanation: During the 2016 City Council Planning Retreat, City Council asked staff to make the arts a priority in several meaningful ways. These concepts included using arts as an economic driver, establishing an arts parent organization, and taking action steps to tap into the abundance of artistic talent within the ECU campus. To better achieve Council's desires, staff budgeted for an increase in funding, from \$5,000 to \$16,000, to expand the scope of work for the Arts Council.

The Pitt County Arts Council at Emerge will continue to serve the City of Greenville by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$5,000 for 2016-17):

1. Develop, promote and support the arts in the City of Greenville.
2. Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
3. Partner and plan with stakeholders to ensure that the arts are a part of future development, streetscapes, and plans within the community.
4. Research the economic impact of the arts and cultural events and organizations within the City of Greenville and Pitt County. For 2016-17 we will be conducting surveys of events and non-profit arts and cultural organizations.

Deliverables:

- An annual report will be presented to the City Council showing the success of items 1-4 (listed above).
- Additionally, the Pitt County Arts Council, over a 2-year timeframe, will create an Arts District Plan for Uptown Greenville that outlines a broad

vision and goals, highlights the benefits of well-developed arts areas and recommend a series of projects and initiatives that can advance Uptown Greenville to become the arts center of Pitt County, and ultimately recognized as the center for the arts in the region. \$11,000 per year, for 2 years.

YEAR ONE: 2016-2017

Research and Precedent Study Phase: The Pitt County Arts Council will conduct research and precedent studies of other successful arts districts to areas similar to Greenville. Two to three visits to other arts districts will be conducted.

Deliverables:

- 2-3 trips will be coordinated by the Pitt County Arts Council to other arts districts to meet with officials, arts administrators, and arts organizations to understand the benefits and challenges of starting an Arts District.
- The Pitt County Arts Council will present to the City Council the findings and recommendations of the Arts District Research and Precedent Study. This will include some budgetary recommendations for 2017-18 to begin some trial programs.
- Collaborate with ECU to determine an effective methodology to coalesce their artistic talent into Greenville's overall art community.

YEAR TWO: 2017-2018

- Finalize the Arts District Plan with Objectives, Programs, and Incentives that would work for the City of Greenville. This will also include a suggested budget to begin implementation.
- The Pitt County Arts Council will also seek City Council and Pitt County acknowledgement as the Umbrella Arts Coalition/Commission.
- Have the Arts District Plan adopted by City Council, Uptown Greenville Board, Pitt County Arts Council Board, Arts Museum, and the ECU Dean of College of Fine Arts and Communication.
- In coordination with partners, begin executing the adopted Arts District Plan.

Deliverables

- Surveys will be administered to artists, community members, and stakeholders in the Pitt County area.
- 2-3 community stakeholder engagement meetings will be conducted to gain further information into the needs of artists, community members, and stakeholders in an Arts District.
- The Pitt County Arts Council will also seek City Council and Pitt County acknowledgement as the Umbrella Arts Coalition/Commission.
- An Arts District Plan of objectives, programs, and incentives that would be specific to the Uptown District of Greenville, NC, will be presented to the City Council, Uptown Greenville Board, Pitt County Arts Council Board,

Pitt County Commissioners, and the ECU Dean of the College of Fine Arts and Communications. This would include a proposed budget.

- The final Arts District Plan will be presented to and adopted by City Council, Uptown Greenville Board, Pitt County Arts Council Board, and the ECU Dean of College of Fine Arts and Communication. This proposal will include at least 3 budget options ranging from a zero (or extremely low) budget, a medium priced budget, and a premium budget for City Council consideration to begin implementation in 2018-19 with some plans and 2019-20 for the remaining objectives.
- In coordination with partners, we will begin executing the adopted Arts District Plan. This represents a continuation and expansion of the partnership with the Arts Council.

Fiscal Note:

The cost of the contract is \$16,000 each year and will be funded from the 2016-17 adopted budget and proposed 2017-18 budget plan.

Recommendation:

Approve the attached contract for services and authorize the City Manager to execute the contract with the Pitt County Arts Council at Emerge.

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

Attachments / click to download

 [ARTS_Council_Contract_2017_2018_1034367](#)

NORTH CAROLINA
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the ____ day of September, 2016, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Pitt County Arts Council at Emerge, a North Carolina nonprofit corporation (ARTS COUNCIL);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by ARTS COUNCIL for the CITY, and the sum of \$16,000 paid by the CITY to ARTS COUNCIL.

2. General Work to be Performed.

ARTS COUNCIL will use its best efforts to publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL; assist in promoting the arts to business and residents as an economic driver; and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent organization for the arts. ARTS COUNCIL will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of ARTS COUNCIL.

3. Specific Work to be Performed.

ARTS COUNCIL will perform the following specific services:

The Pitt County Arts Council at Emerge will continue to serve the City of Greenville by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$5,000 for 2017 and 2018):

1. Develop, promote and support the arts in the City of Greenville.
2. Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
3. Partner and plan with stakeholders to ensure that the arts are a part of future development, streetscapes, and plans within the community.
4. Research the Economic Impact of the arts and cultural events and organizations within the City of Greenville and Pitt County. For 2016-17 ARTS COUNCIL will be conducting surveys of events and non-profit arts and cultural organizations.

5. Manage the call for artist for the rotating art at Chico's Lot and Evans Street locations and provide administrative oversight of honorarium and installation.

Deliverables:

1. An annual report will be presented to the City Council showing the success of items 1-4 (listed above).

Over a 3 year timeframe, the Pitt County Arts Council at Emerge will create an Arts District Plan for Uptown Greenville that outlines a broad vision and goals, highlights the benefits of well-developed arts areas and recommends a series of projects and initiatives that can advance Uptown Greenville to become the arts center of Pitt County, and ultimately recognized as the center for the arts in the region. (\$11,000 per year, for 2 years):

YEAR ONE: 2016-2017

Research and Precedent Study Phase: The Pitt County Arts Council will conduct research and precedent studies of other successful arts districts to areas similar to Greenville. Two to three visits to other arts districts will be conducted.

Deliverables:

1. 2-3 trips will be coordinated by the Pitt County Arts Council to other arts districts to meet with officials, arts administrators, and arts organizations to understand the benefits and challenges of starting an Arts District.
2. The Pitt County Arts Council will present to the City Council the findings and recommendations of the Arts District Research and Precedent Study. This will include some budgetary recommendations for 2017-18 to begin some trial programs.
3. Collaborate with ECU to determine an effective methodology to coalesce their artistic talent into Greenville's mainstream community.

YEAR TWO: 2017-2018

- a. Finalize the Arts District Plan with Objectives, Programs, and Incentives that would work for the City of Greenville.
- b. The Pitt County Arts Council will also seek City Council and Pitt County acknowledgement as the Umbrella Arts Coalition/Commission.

- c. Have the Arts District Plan adopted by City Council, Uptown Greenville Board, Pitt County Arts Council Board, Arts Museum and the ECU Dean of College of Fine Arts and Communication.
- d. In Coordination with partners, begin executing the adopted Arts District Plan.

Deliverables:

1. Surveys will be administered to artists, community members, and stakeholders in the Pitt County area.
2. 2-3 community stakeholder engagement meetings will be conducted to gain further information into the needs of artists, community members, and stakeholders in an Arts District.
3. The Pitt County Arts Council will also seek City Council and Pitt County acknowledgement as the Umbrella Arts Coalition/Commission.
4. An Arts District Plan of objectives, programs, and incentives that would be specific to the Uptown District of Greenville, NC will be presented to the City Council, Uptown Greenville Board, Pitt County Arts Council Board, Pitt County Commissioners, Arts Museum and the ECU Dean of the College of Fine Arts and Communications.
5. The final Arts District Plan will be presented to and adopted by City Council, Uptown Greenville Board, Pitt County Arts Council Board, and the ECU Dean of College of Fine Arts and Communication. This will include at least 3 budget options ranging from a zero (or extremely low) budget, a medium priced budget and a gold plated plan for City Council consideration to begin implementation in 2018-19 with some plans and 2019-20 for the remaining objectives.
6. In Coordination with partners, ARTS COUNCIL will begin executing the adopted Arts District Plan.

4. Schedule of Payments.

Payment of \$16,000 will be made by the CITY to ARTS COUNCIL on an annual basis with the first payment to be made within 30 days of the effective date of this contract for services.

5. Reports.

ARTS COUNCIL shall provide a written report to the City Council of the CITY of the significant achievements of ARTS COUNCIL with regard to the work performed under Sections

2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Duration, Termination, and Amendment.

This CONTRACT shall commence on September 1, 2016, and terminate on June 30, 2018. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

PITT COUNTY ARTS COUNCIL

Authorized Representative

ATTEST:

Secretary

CITY OF GREENVILLE

Barbara Lipscomb, City Manager

ATTEST:

Carol L Barwick, City Clerk

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.

_____ Date _____
Bernita W. Demery, Director of Financial Services
Account Number 010-01-10-21-000-000-521570
Project Code (if applicable) NA

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.
147-86.59(a)**

Name of Contractor, Vendor or Bidder: _____

The contractor, vendor, or bidder listed above hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The contractor, vendor, or bidder listed above will not utilize on the contract with the City Of Greenville any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Contract with Development Finance Initiative (DFI) of the UNC School of Government

Explanation: **Abstract:** The City of Greenville invited representatives from the Development Finance Initiative of the UNC School of Government to make a presentation during the August 15, 2016 City Council meeting, highlighting examples of previous economic reinvestment projects that DFI has developed and how their services could be used in the redevelopment of the Imperial Tobacco project site. At the conclusion of the presentation, Council authorized City staff to negotiate a contract with DFI for consideration.

Explanation: In an effort to market and attract a transformational development project for the Imperial Tobacco project area, Economic Development staff would like to enlist the help of the Development Finance Initiative (DFI) with the UNC School of Government. DFI partners with local governments in North Carolina to attract private investment for projects by providing specialized finance and development expertise. They are comprised of a team of finance and real estate development experts who have been successful in revitalizing downtowns and helping bring transformative projects to many cities across the state, including 54 completed projects and 22 active projects. DFI has an established track record of attracting private investment in urban cores. The City of Greenville previously worked with DFI on the evaluation of project proforma for The Boundary mixed-use development project and the proposed Sidewalk, LLC mixed-use development.

Staff is bringing forth a contract that contains a fee for service in the amount of \$94,000, plus a 1.5% contingency fee for the total cost of the development project. The 1.5% contingency fee is paid 100% by the developer. So DFI is placing the bulk of their compensation at risk based on delivering a development program. If DFI does not deliver a buildable project and developer, they are not eligible for the developer-paid contingency fee.

The City received a grant in the amount of \$94,340 from the NC Department of Commerce Rural Economic Division. The grant can be used for any downtown

revitalization efforts that comply with the Rural Grant guidelines. The funds from this grant will be used to pay for DFI's flat fee. Since these funds are being utilized to hire DFI for planning purposes for the Imperial Site, they are also considered "in-kind" funding for the Imperial Site Brownfield Grant Match. By not allocating this grant funding directly to the Imperial site, the City is getting twofold the benefit. In effect, the City is paying the required match for the Brownfield Agreement and paying DFI's fee without using local government tax revenue.

Fiscal Note:

\$94,340 will be received from the NC Department of Commerce Rural Economic Division grant and will be used to fund DFI's contracted fee of \$94,000.

Recommendation:

Staff recommends that the City Council approve the contract with the Development Finance Initiative (DFI) of the UNC School of Government in the amount of \$94,000.

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

Attachments / click to download

 [DFI - Greenville Predev Severices Imperial Site 2016-0-23](#)

SERVICE AGREEMENT

This service agreement ("Agreement") is between City of Greenville, North Carolina ("Client" or "City"), and The University of North Carolina at Chapel Hill for its School of Government's Development Finance Initiative ("SOG") (each a "Party" and collectively "Parties").

WHEREAS, as part of its mission, the UNC School of Government provides services to local governments. The Development Finance Initiative ("DFI"), as a program of the UNC School of Government, enables local governments and their partners to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational mission of SOG;

WHEREAS, SOG is able to provide technical services relating to downtown redevelopment ("Project") in the area described in Schedule C ("Project Area"); and

WHEREAS, Client desires for SOG to perform such services, and doing so is consistent with the University of North Carolina at Chapel Hill's research, teaching and public service missions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, Client and SOG agree as follows:

1. **Scope of Services.** SOG will perform the services described in the statement of work, which is attached as Schedule A (the "Services"). SOG will provide Client with Deliverables as described in Schedule A (the "Deliverables").
2. **Term.** The term of this Agreement will commence on the date upon which the Agreement is fully executed by both Parties (the "Effective Date") and the Services outlined in this Agreement will start on the Effective Date or soon thereafter. This Agreement shall terminate on June 30, 2027.
3. **Termination.** In the event either Party breaches any material terms of this Agreement, then upon sixty (60) days' written notice of such breach, the non-breaching Party may terminate if the breaching Party fails to cure such breach within the notice period. In the event of such termination by Client, SOG shall deliver to Client any unfinished or draft Deliverables prepared under this Agreement. In the event of such termination, Client agrees to pay SOG all reasonable costs and non-cancellable obligations incurred by SOG up to the date of termination, not to exceed the maximum amount specified in Section 4.
4. **Payment.** SOG's fee for the Services shall be paid in two parts. The first portion of the fee is \$94,000 (the "City Payment"). The City Payment shall be due and payable upon receipt of the SOG invoices in accordance with Schedule B.

The second portion of the fee (the "Development Services Fee") shall be contingent upon the execution of one or more agreements (each a "Development Services Agreement") between Client and one or more third parties (the "Developer" or "Developers") during the term of this Agreement regarding the responsibilities of either the Client or the Developer(s) regarding any aspect of the development of the Project or any portion thereof. The Development Services Fee shall be equal to 1.5% of the following amount: the total projected costs of development of the Project contemplated under each such Development Services Agreement. The total projected costs of the Project shall be determined based on

the costs projected by the Developer in the most recent versions(s) of pro forma and/or other financial projections (the "Developer Financials") prepared by the Developer and delivered to Client (or lenders or investors) prior to or contemporaneously with execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. Each Developer shall pay directly to SOG the Development Services Fee attributable to that Developer's Development Services Agreement(s).

In consideration of the Services provided to Client by SOG pursuant to this Agreement and the "at risk" nature of the Development Services Fee, the Client agrees to make execution of any Development Services Agreement executed with a Developer during the term of this Agreement and the payment of the Development Services Fee by that Developer to SOG a condition of any Development Services Agreement or conveyance or lease of the Property or any portion(s) thereof to such Developer, and each such Development Services Agreement shall provide that SOG is an intended third party beneficiary of the Development Services Agreement. Client agrees to insert into any request for proposals or other solicitations regarding development of the Project the following clause (or a substantially similar clause as mutually agreed upon by Client and SOG):

"The conveyance or lease of any portion of the property described herein (the "Property") to the selected development entity and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the City and the Developer pertaining to the responsibilities of either the City or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project"). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the City's consultant ("SOG") and its successors and assigns for pre-development services provided to the City, and the Development Services Agreement shall provide that SOG is an intended third party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1.5% of the total projected costs of development of the Project as calculated by the Developer in the most recent versions(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to City or other parties prior to or contemporaneously with the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. The Development Services Fee shall be due and payable in full to SOG no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to SOG may be developed as mutually agreed in writing by Developer and SOG; by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer. Developer's obligation to pay Development Services Fee shall not be assignable by Developer to any other entity, nor shall any assignment relieve

Developer of its obligation to pay Development Services Fee, except upon written consent of SOG.”

The budget for SOG’s personnel, contractors, and other expenditures in order to complete the Services can be altered at SOG’s discretion, according to University’s policies. SOG is under no obligation to provide Client or any Developer with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Project as a condition of payment.

5. Confidential Information. Any information disclosed by Client to SOG pursuant to this Agreement that Client considers confidential or proprietary (“Confidential Information”) shall be disclosed in writing and marked as confidential, or if disclosed orally, shall be confirmed in writing and designated confidential within five (5) days of such disclosure. SOG agrees to use the same degree of care it uses to protect its own confidential information to maintain for a period of three (3) years the Confidential Information. SOG’s obligations hereunder do not apply to: (1) information in the public domain, (2) information independently known or obtained by SOG; or (3) information required to be disclosed pursuant to applicable law or judicial order, including the North Carolina Public Records Act.
6. Ownership Rights. The Deliverables and Confidential Information shall belong solely to Client; provided, however, SOG shall be free to use the Deliverables and results from the Services for its own educational, research, and publication purposes, consistent with the obligations set forth in Section 5 above.
7. Entire Agreement. This Agreement constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement.
8. Warranties. SOG in no way guarantees the Services performed and makes no warranties, express or implied, regarding the quality of the Services or Deliverables, although all reasonable efforts will be made. Each Party waives its rights to recover from the other Party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this Agreement.
9. Independent Contractors. The relationship of the Client and SOG established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Personnel of each Party shall not be considered an employee or agent of the other Party nor shall such personnel be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to the other Party's employees. Each Party shall be exclusively responsible for compensating its personnel and subcontractors and paying all taxes, withholding payments and any other fees or payments related to its personnel and subcontractors.

10. Modification; Waivers. No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.
11. Force Majeure. SOG shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond SOG's control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.
12. Retention of Intellectual Property. It is expressly agreed that neither SOG nor the Client transfers by operation of this Agreement or shall transfer by operation of this Agreement to the other Party any patent right, trademark right, or copyright right either Party now owns in the performance of this Agreement.
13. Advertising. Client shall not use the existence of this Agreement or the name, logo, images or trademarks of The University of North Carolina at Chapel Hill, or any of its constituent schools or departments, as a part of any marketing or commercial advertising without prior written approval of SOG.
14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.
15. Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the Parties to be notified at such Party's address as follows:

If to Client:

Barbara Lipscomb
 City Manager
 City of Greenville
 200 West Fifth Street
 Greenville, NC 27834
 Phone: 252.329.4432
 Email: blipscomb@greenvillenc.gov

If to SOG:

Marcia Margotta
 The University of North Carolina at Chapel Hill
 Knapp-Sanders Building
 Campus Box 3330
 Chapel Hill, NC 27599-3330
 Phone: 919-962-2762
 Fax: 919-962-2709
 Email: margotta@sog.unc.edu

16. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina.
17. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

18. Survivability. Those terms that by their nature necessarily survive termination of this Agreement shall survive, including but not limited to those provisions dealing with confidentiality, intellectual property, and payment.

19. Liaisons. Roger Johnson, shall serve as liaison for the Client for issues concerning work under this Agreement. Christy Rauli, shall serve as liaison for SOG. Their contact information is as follows:

Roger Johnson
Economic Development Manager
City of Greenville
200 West Fifth Street
Greenville, NC 27834
Phone: 252-329-4510
Email: RDJohnson@greenvillenc.gov

Christy Rauli
Associate Director, DFI
UNC School of Government
Knapp-Sanders Bldg., Campus Box 3330
Chapel Hill, NC 27599-3330
Phone: 919-843-7736
Fax: 919-962-2709
Email: rauli@sog.unc.edu

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the Effective Date.

CITY OF GREENVILLE, NORTH CAROLINA

By: _____ Date: _____
Name: Barbara Lipscomb
Title: City Manager

UNIVERSITY OF NORTH CAROLINA'S SCHOOL OF GOVERNMENT

By: _____ Date: _____
Name: Michael R. Smith
Title: Dean

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the _____ day of _____, 2016.

By: _____

Schedule A
STATEMENT OF WORK

Scope of Services. DFI will provide the following pre-development services to the Client in preparing the Project Site for revitalization:

Identify Development Opportunities:

1. Visit and tour Imperial Site and surrounding properties (Project Site);
2. Review current and historic plans, documents, and materials relevant to the Project Site;
3. Conduct a detailed analysis of Project Area parcels to identify development and redevelopment opportunities that will have the greatest impact on the future private development potential of the Project Site;
4. Identify current parameters for development within Project Site, including zoning, land and water features, infrastructure, and/or cultural or historic sites;
5. Establish guiding public interests in close coordination with City;
6. Evaluate redevelopment potential including market feasibility and demand drivers for different uses within Project Site including commercial, residential, government, mixed use and parking;
7. Advise the City on gaining site control of additional properties, if necessary;
8. Conduct a site constraints analysis and test fit of potential development programs with a third-party architect (as subcontractor) for Project Site;
9. Create a development plan for Project Site with the appropriate mix of uses, such as residential, retail, office, civic, and associated parking needs;
10. Prepare preliminary financial model for development program (i.e. development budget, operating cash flows, sources of capital, etc.) to determine financial feasibility for private partners and scale of public investment, if necessary, for Project Site;
11. Initiate City entitlement process;
12. Evaluate options for financing and structuring public participation for redevelopment, if necessary, including use of public and private sector development finance tools;
13. Advise City on selecting or modifying district designations (e.g. municipal service district, special assessment districts) and strategies for applying those in order to facilitate public investment and flexible partnerships;
14. Advise City on timing and phasing of development on Project Sites
15. Coordinate efforts with other City contractors;

Attract Private Investment

16. Identify potential development partners, prepare the investment summary, carry out due diligence of potential partners, and support City officials in development partner(s) selection process; and

17. Support City in negotiation of MOU and development services agreements with development partner(s) to maximize the public benefits and minimize public investment within the parameters of financially feasible projects.

The scope of services described in this section of the Agreement will hereinafter be referred to as the "Services." The Services expressly do not include activities described in Article 1 of the North Carolina General Statutes Chapter 93A which require a licensed broker to perform. In addition, the Services do not include tasks or expenses associated with site prep expenses that may include but are not limited to: land survey, soil samples, and environmental testing. The Services do not include legal services and no attorney-client relationship shall be established through the performance of the Services.

Deliverables. Deliverables include presentations, summaries and other documentation intended by DFI to be delivered to Client regarding the Services.

Timeline. Estimated timeline for completing activities 1-15 is 7 months, beginning upon execution of a Letter of Agreement. This timeline is subject to change if the City chooses to rely on in-depth technical assistance from DFI to lead public outreach during the planning process. DFI intends to provide site-specific predevelopment services and help the City attract private investment into the Project Area (activities 16-17) as quickly as possible and in a way that maximizes overall value and serves the public interests.

Schedule B
PAYMENT SCHEDULE

1. City Payment Schedule. The City Payment shall be due and payable upon receipt of the SOG invoices in accordance with the following schedule:
 - \$47,000 upon execution of agreement
 - \$47,000 on January 15, 2017

2. The Development Services Fee associated with each Development Services Agreement shall be paid by each Developer to SOG pursuant to Section 4 of the Agreement, "Payment."

Schedule C
PROJECT AREA

The Project Area consists of all parcels listed by property PIN Number that:

- (i) are leased, owned, or placed under option by Client at any time during the term of this Agreement, and/or
- (ii) become the subject of a Development Services Agreement between Client and a third party during the term of this Agreement.

1760
3938
5512
6262
11698
11901
13314
13544
13545
13546
15813
16548
19874
19875
22175
22418
34561



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Resolution calling for a public hearing on an Installment Financing Agreement to finance the purchase and renovation of a Public Safety Annex and making certain findings, and a resolution approving the proposed Installment Financing Agreement

Explanation: **Abstract:** In order for the City to move forward with the process of issuing debt for the purchase and renovation of a Public Safety Annex, City Council must conduct a public hearing on and adopt a resolution approving the Installment Financing Agreement.

Explanation: At the June 6, 2016 City Council meeting, a reimbursement resolution was approved for the proposed Greenville Public Safety Annex Installment Financing Agreement. In order to allow the City to move forward with the financing of the purchase and renovation of the Public Safety Annex, staff is requesting the following:

1. Approval of the attached resolution calling for a public hearing and making certain findings;
2. Public hearing on an Installment Financing Agreement to finance the purchase and renovation of a Public Safety Annex;
3. Approval of the attached resolution approving the proposed Installment Financing Agreement.

Attached are the following:

1. Resolution calling for a public hearing and making certain findings.
2. The Financing Schedule.
3. Greenville Installment Financing Agreement.
4. Greenville Installment Financing Sales Resolution.
5. Deed of Trust.

The resolutions include information that authorize the Director of Financial Services of the City and such other officers of the City, as may be appropriate, to

act on behalf of the City in filing an application with the Local Government Commission (LGC) for approval of the Installment Financing Agreement and other actions not inconsistent with these resolutions. The LGC will be requested to approve the proposed Installment Financing Agreement pursuant to the provisions of Section 160A-20 and Chapter 159, Article 8, of the General Statutes of North Carolina, and the selection of the following professionals who comprise the financing team, and such other professionals as may be required or useful and acceptable to the LGC, to assist the City in connection with such financing:

Special Counsel	Norton Rose Fulbright US LLP
Financial Advisor	FirstSouthwest, a Division of Hilltop Securities Inc.

A description of the project is below.

Public Safety Annex Purchase and Renovation - The Greenville Public Safety Annex will be located at 5300 Northland Drive, Greenville, North Carolina. The installment proceeds will be for the purchase of this land and building and renovation of the building for office and storage space.

Fiscal Note: The issuance amount for the Installment Financing Agreement with a financial institution is not to exceed \$1.5 million. The amount of the annual debt service payment has been included in the City's General Fund Budget.

Recommendation: Adoption of the resolution calling for a public hearing and adoption of the resolution approving the proposed Installment Financing Agreement.

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

Attachments / click to download

- [Public Safety project 2016 Findings and appointments resolution 1035545](#)
 - [Greenville NC Public Safety Installment Purchase S16 Draft Calendar 8 29 2016 v2 1035997](#)
 - [Greenville Installment Financing Agreement 2016 Public Safety annex 3 1035998](#)
 - [Greenville Installment Financing Sales Resolution 2016 IFA Public Safety Annex 1036000](#)
 - [Deed of Trust Installment financing agreement 2016 Public Safety Annex 3 1036005](#)
-

RESOLUTION NO. 2016 - __

**RESOLUTION CALLING A PUBLIC HEARING AND
MAKING CERTAIN FINDINGS CONCERNING A PROPOSED
INSTALLMENT FINANCING AGREEMENT TO PROVIDE
FOR FINANCING OF THE PURCHASE AND RENOVATION
OF A PUBLIC SAFETY ANNEX**

WHEREAS, the City of Greenville, North Carolina (the "City") desires to finance the purchase of land and a building and the renovation of the building for purposes of providing storage for public safety vehicles and equipment as well as public safety administrative office space (the "Project") by the use of an installment financing agreement authorized under North Carolina General Statute 160A, Article 3, Section 20 (the "Installment Financing Agreement") by and between the City and a financial institution to be approved by subsequent City Council action (the "Bank"); and

WHEREAS, the Installment Financing Agreement will comply in all respects with Section 160A-20 and Chapter 159, Article 8, of the General Statutes of North Carolina and the guidelines of the Local Government Commission of North Carolina for all financings undertaken pursuant to said Section and Article; and

WHEREAS, said Section 160A-20 requires that, before entering into an installment financing agreement involving real property, the City shall hold a public hearing on such agreement; and

WHEREAS, findings of fact by the City Council of the City must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

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

Section 1. A public hearing with respect to the Installment Financing Agreement is hereby directed to be held on September 8, 2016 in the Council Chambers of City Hall, 200 West Fifth Street, Greenville, North Carolina at 6:00 p.m.

Section 2. The publication of notice of said public hearing on September 8, 2016 was at least ten (10) days prior to the date of the public hearing as required by Section 160A-20(g) of the General Statutes of North Carolina and is hereby ratified.

Section 3. The City Council of the City of Greenville does hereby find, determine and declare as follows:

(a) The City proposes to finance the costs of the Project pursuant to the Installment Financing Agreement, and the City will make installment payments in amounts sufficient to repay advances to be made by the Bank to finance the Project in an aggregate principal amount not to exceed \$1,500,000.

(b) The Installment Financing Agreement is necessary or expedient for the City.

(c) The sums to fall due under the Installment Financing Agreement are not excessive for its stated purposes; and the estimated cost of the Project is not excessive.

(d) Counsel to the City will render an opinion that the proposed undertakings are authorized by law and are purposes for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(e) Interest to accrue on the advances made under the Installment Financing Agreement shall be at a rate not to exceed 3.50% per annum. The Installment Financing Agreement, under the circumstances presently obtaining, is preferable to a general obligation bond issue for this purpose.

(f) The estimated cost of financing the Project pursuant to the Installment Financing Agreement is less than an estimate of similar cost for general obligation bond financing therefor.

(g) The debt management procedures and policies of the City are good and have been carried out in strict compliance with law, including the filing of all required audits and reports with the Local Government Commission (the "LGC"), and the City is within its statutory debt limit and is not in default with respect to any of its outstanding indebtedness.

(h) No increase in the property tax rate will be required to raise sums to pay the estimated debt service to fall due under the Installment Financing Agreement for all of its stated purposes.

(i) The City has made timely payment of all sums owed by it with respect to the payment of principal of and interest on all of its outstanding debt obligations and has received no notice from the LGC or any holder concerning the City's failure to make any required payment of debt service.

Section 4. The Director of Financial Services of the City and such other officers of the City as may be appropriate are hereby authorized to act on behalf of the City in filing an application with the LGC for approval of the Installment Financing Agreement and other actions not inconsistent with this resolution. The LGC is hereby requested to approve the proposed Installment Financing Agreement pursuant to the provisions of Article 8 of Chapter 159 of the General Statutes of North Carolina, and the selection of the following professionals who comprise the financing team, and such other professionals as may be required or useful and acceptable to the LGC, to assist the City in connection with such financing:

Special Counsel
Financial Advisor

Norton Rose Fulbright US LLP
FirstSouthwest, a Division of
Hilltop Securities Inc.

Section 5. All actions heretofore taken by the Director of Financial Services of the City and any other officers of the City in connection with the Installment Financing Agreement are hereby ratified and confirmed.

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

Adopted this the 8th day of September, 2016.

Allen M. Thomas
Mayor

ATTEST:

Carol L. Barwick
City Clerk



CITY OF GREENVILLE, NORTH CAROLINA
Installment Purchase, Series 2016
Public Safety Project



FINANCING SCHEDULE

August 2016						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Bold Indicates Federal Holiday

DATE	TASK	RESPONSIBILITY
August 17	Call with LGC, 10:00 AM	All Parties
August 17	Distribute RFP to Banks	C, FA
August 17	Submit letter to Joint Legislative Committee	C, SC
August 29	Advertise public hearing (at least 10 days prior to public hearing)	C
September 7	Receive RFP responses by Noon; review responses and select / notify bank (subject to Council approval)	C, FA
September 8	City Council to adopt preliminary findings resolution; hold public hearing; adopt approving resolution	C, SC
By September 13	Submit LGC application	C, FA
October 4	LGC approval (full commission meeting)	LGC
October 17	Pre-Closing	All Parties
October 18	Closing	All Parties

RESPONSIBILITY

- C City of Greenville
- SC Special Counsel – Norton Rose Fulbright
- FA Financial Advisor – FirstSouthwest, a Division of Hilltop Securities
- LGC North Carolina Local Government Commission

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

Bernita W. Demery
Director of Financial Services

INSTALLMENT FINANCING AGREEMENT

Dated as of October __, 2016

between

CITY OF GREENVILLE, NORTH CAROLINA

and

\$1,500,000
Tax-Exempt Installment Financing

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INSTALLMENT FINANCING AGREEMENT

This INSTALLMENT FINANCING AGREEMENT, dated as of October __, 2016 (the "Agreement"), between the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the "City"), and _____ (the "Bank");

WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the City may finance or refinance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for construction;

WHEREAS, after a public hearing and due consideration, the City Council of the City has determined to finance the purchase of land and a building and the renovation of the building for purposes of providing storage for public safety vehicles and equipment as well as public safety administrative office space at 5300 Northland Drive, Greenville, NC 27834 (the "Project");

WHEREAS, in order for the City to obtain the funds required for the Project, the City has determined to enter into this Agreement whereby the Bank will advance funds to the City to pay the costs of the Project, and the City will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the City will execute and deliver a Deed of Trust, dated as of the date hereof (the "Deed of Trust"), to the Deed of Trust trustee named therein, for the benefit of the Bank, pursuant to which the City will grant a lien on the Site (hereafter defined) and all of the buildings, improvements and fixtures located and to be located thereon;

WHEREAS, the Bank is willing to advance moneys to the City required for the Project, and the City is willing to repay the moneys so advanced by the Bank in installments as more fully provided herein; and

WHEREAS, the City and the Bank have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated.

“Act” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“Additional Payments” means any of the Bank’s reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of the Bank’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which the Bank is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the City (or paid by the Bank on the City’s behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the City shall fail to pay the same, as set forth in this Agreement).

“Advancement” means the advance being made by the Bank to the City pursuant to Section 3.1 of this Agreement relating to the Project.

“Agreement” means this Installment Financing Agreement, including any amendment or supplement hereto permitted herein.

“Bank” means _____ and any successor thereto.

“City” mean the City of Greenville, North Carolina, a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

“City Council” means the City Council of the City.

“Closing” means the date on which the City executes and delivers this Agreement, and the Bank makes the Advancement to the City.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the City relating to the Project, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“Code” means Internal Revenue Code of 1986, as amended.

“Completion Date” means the date of completion of the Project as that date shall be certified as provided in Section 7.9.

“Construction Contract” means the construction contract, between the City and the contractor named therein for the construction of the Project in accordance with the Plans and Specifications.

“Cost” or “Costs” means all reasonable or necessary expenses incidental to the construction, installation, repair, alteration, improvement and extension of the Project, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

“Deed of Trust” means the Deed of Trust, of even date herewith, from the City to the Deed of Trust Trustee, for the benefit of the Bank, securing the Installment Payments and other obligations specified hereunder and thereunder, as supplemented and amended from time to time.

“Deed of Trust Trustee” means the person or other entity at the time serving as trustee under the Deed of Trust.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Bank that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement due to the occurrence of an Event of Taxability or (b) the City or the Bank shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement is includable in the gross income of the Bank for federal income tax purposes due to the occurrence of an Event of Taxability.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Event of Nonappropriation” means (a) the failure by the City Council to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated Additional Payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the City Council’s deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any Additional Payments shall become due that were not included in the City’s current budget, and if there are no moneys available to pay such Additional Payments prior to the date upon which such Additional Payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the Bank to the City to such effect.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the City to comply with any covenants in this Agreement or any document or certificate executed by the City in connection with the transactions

contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement to be includable in the gross income of the Bank for federal income tax purposes.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Inclusion Date” means the effective date that the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement is includable in the gross income of the Bank as a result of a Determination of Taxability.

“Installment Payment Date” means each of the dates set forth on the Installment Payment Schedule attached hereto.

“Installment Payments” means the payments required to be paid by the City pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit A.

“LGC” means the Local Government Commission of North Carolina established pursuant to Chapter 159 of the North Carolina General Statutes.

“Mortgaged Property” means the property subject to the lien of the Deed of Trust, consisting of the Site, together with substantially all of the buildings, improvements and fixtures located or to be located thereon and the rents, issues, profits and proceeds thereof, all as more fully described in the Deed of Trust.

“Net Proceeds” means any proceeds of insurance paid with respect to the Mortgaged Property remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof or any proceeds received in a condemnation proceeding with respect to the Mortgaged Property.

“Permitted Encumbrances” means and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord’s, warehouseman’s, carrier’s, worker’s, vendor’s, mechanic’s and materialmen’s liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than sixty (60) days from the filing thereof; (c) attachments remaining undischarged for not longer than sixty (60) days from the making thereof; (d) liens in respect of pledges or deposits under workers’ compensation laws, unemployment insurance or similar legislation; (e) the lien created by the Deed of Trust and any lease of all or any portion of the Mortgaged Property permitted by Section 8.2; (f) this Agreement; (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which the City certifies in writing to the Bank will not materially impair the use of the Mortgaged Property for its intended purpose or the marketability of the Mortgaged Property; (h) any mortgage or encumbrance on the Mortgaged Property consented to by the Bank pursuant to Section 2 of the Deed of Trust; and (i) any other encumbrances described in Exhibit B to the Deed of Trust.

“Plans and Specifications” means the Plans and Specifications for the Project referred to in Section 7.7, any amendments and additions thereto, and any change orders thereto.

“Project” means the purchase of land and a building and the renovation of the building for purposes of providing storage for public safety vehicles and equipment as well as public safety administrative office space at 5300 Northland Drive, Greenville, NC.

[“Project Fund” means the Project Fund Agreement, dated as of _____, by and between the City and the Bank pursuant to which the Advancement proceeds are held in the Project Fund established therein.]

“Site” means the real property identified in Exhibit A to the Deed of Trust.

“State” means the State of North Carolina.

“Taxable Rate” means such rate as the Bank may reasonably determine shall be appropriate to provide the Bank with the same tax equivalent yield it enjoyed prior to a Determination of Taxability.

SECTION 1.2. Exhibits. The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A: Installment Payment Schedule

ARTICLE II

REPRESENTATIONS OF THE CITY AND BANK

SECTION 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Bank as follows:

(a) The City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the City to execute and deliver this Agreement and the Deed of Trust and to enter into the transactions contemplated by and to carry out its obligations under this Agreement and the Deed of Trust.

(c) The City has duly authorized and executed this Agreement and the Deed of Trust in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement and the Deed of Trust, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Agreement, the Deed of Trust and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the City challenging the validity or enforceability of this Agreement, the Deed of Trust or any other documents relating hereto and the performance of the City's obligations hereunder and thereunder.

(g) The City will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the City or the Project that are necessary for the Project.

(h) The City has complied or will comply with any public bidding requirements that may be applicable to this Agreement and the construction of the Project.

(i) The Project, when completed in accordance with the Plans and Specifications and the Construction Contract, will result in a structurally sound building which will be in compliance with all applicable building and design codes and the City's requirements.

(j) The City has estimated that the aggregate of the Costs of the Project, constructed in accordance with the Plans and Specifications and the Construction Contract, will not exceed \$1,500,000.

(k) The City has good and marketable fee title to the Site.

(l) The Site is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Project on the Site, as contemplated by this Agreement.

(m) All taxes, assessments or impositions of any kind with respect to the Site, except current taxes, have been paid in full.

(n) The Site is properly zoned for the purpose of the Project.

(o) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Agreement.

(p) The City covenants to do and perform all acts and things permitted by law in order to assure that interest component of the Installment Payments which is excludable from the gross income of the Bank for federal income tax purposes on the date of this Agreement shall continue to be so excludable. The City acknowledges that its personnel must be familiar with the arbitrage rebate rules, because the tax-exempt status of the interest component of the Installment Payments depends upon continuing compliance with such rules. The City therefore covenants to take all reasonable action to assure that City personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

SECTION 2.2. Representations, Covenants and Warranties of the Bank. The Bank represents, covenants and warrants to the City as follows:

(a) The Bank is organized, existing and in good standing under and by virtue of the laws of the State and the United States of America and has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Bank or any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound.

ARTICLE III

ADVANCEMENT; ACQUISITION OF PROJECT

SECTION 3.1. Advancement. In consideration of the covenants, warranties and representations contained herein, and in consideration of the City's agreement to repay the moneys advanced hereunder and interest thereon, the Bank shall advance \$1,500,000 on the date hereof to the City for purposes of financing the Project and for paying Closing Costs of the transaction on the Closing. [The Bank shall deposit the Advancement in the Project Fund (the "Project Fund") established under the Project Fund Agreement.] The proceeds of the Advancement shall be deposited in the Project Fund at Closing and shall be applied, together with any investment earnings thereon, in accordance with the provisions of this Article and the Project Fund Agreement.

SECTION 3.2. Project. The City shall cause the Project to occur in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. Prior to or simultaneously with the disbursement of the proceeds of the Advancement, the City shall subject the Mortgaged Property to the lien and security interest created by the Deed of Trust.

SECTION 3.3. Payment of Closing Costs. The City shall be obligated to pay all Closing Costs when the same become due and payable from the proceeds of the Advancement or other available funds of the City.

SECTION 3.4. Disclaimer of Bank. The City acknowledges and agrees that the Bank (a) has not made any recommendation, given any advice nor taken any other action with respect to the Mortgaged Property and has not at any time had physical possession of the Mortgaged Property or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (b) has not made any warranty or other representation, express or implied, that the Mortgaged Property or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly used, or will accomplish the results which the City intends therefor, or (iii) is safe in any manner or respect.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT, THE MORTGAGED PROPERTY OR ANY COMPONENT PART THEREOF TO THE CITY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE BANK THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE CITY OBTAINS FROM THE BANK PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENTS WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE CITY, TO PAY THE COST OF THE PROJECT; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT

BEING AGREED THAT ALL RISKS RELATING TO THE PROJECT OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE CITY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE BANK ARE HEREBY WAIVED BY THE CITY.

ARTICLE IV

REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

SECTION 4.1. Repayment of the Advancement.

(a) The City shall repay the Advancement, with interest, computed at the rate of ___% per annum (calculated based upon the a 360-day year consisting of twelve 30-day months), in installments due at the times and in the amounts set forth in Exhibit A.

(b) All payments required to be made to the Bank hereunder shall be made in accordance with invoices sent by the Bank to the City or as may otherwise be directed by the Bank.

(c) [In the event of a Determination of Taxability, the interest rate relating to the Advancement payable under this Agreement, from and after the Inclusion Date, shall be adjusted to the Taxable Rate. In addition, the City shall pay to the Bank (i) an amount necessary to reimburse the Bank for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Bank's failure to include the interest portion of the Installment Payments relating to the Advancement in its gross income for federal income tax purposes. In the event of a Determination of Taxability, the Bank shall provide the City with a new Installment Payment Schedule with respect to the Advancement which reflects the new Taxable Rate which will replace the Installment Payment Schedule set forth in Exhibit A.]

(d) The City agrees to give prompt written notice to the Bank upon the City's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred.

SECTION 4.2. Budget and Appropriation.

(a) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any estimated Additional Payments required for such Fiscal Year under this Agreement or the Deed of Trust. Any budget item referred to in this Section shall be deleted from the applicable budget by the City Council only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be spread upon the minutes of the City Council. The City shall furnish the Bank with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or Additional Payments required under this Agreement or the Deed of Trust. The City shall promptly provide written notice to the Bank of any Event of Nonappropriation.

(b) If within 15 days after the beginning of any Fiscal Year the City has not appropriated an amount equal to the Installment Payments and estimated Additional Payments coming due during such Fiscal Year, then the City's Director of Financial Services shall send a

notice to such effect to the Bank and to the LGC, to the attention of its Secretary, at the N.C. Department of State Treasurer, 3200 Atlantic Avenue, Raleigh, North Carolina 27604.

(c) The actions required of the City and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every City official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the City.

(d) **NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. NO PAYMENT SHALL BE MADE HEREUNDER OTHER THAN THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT NOR LIMIT THE ENFORCEMENT OF THE REPAYMENT OF THE ADVANCEMENT AND ALL OTHER PAYMENTS HEREUNDER AGAINST THE MORTGAGED PROPERTY. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.**

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the City's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 4.3. Deed of Trust. In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the City will execute and deliver the Deed of Trust simultaneously with the execution and delivery of this Agreement.

SECTION 4.4. No Set-Off; Recoupment, Etc. Subject to Section 4.2 and the Enforcement Limitation, the obligation of the City to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the City will pay without abatement, diminution or deduction all such

amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the City may have against the Bank.

ARTICLE V

INSURANCE

SECTION 5.1. Comprehensive General Liability. The City shall at its own expense, acquire, carry and maintain or cause to be maintained throughout the term of this Agreement, a comprehensive general liability policy or policies in an amount not less \$2,000,000 for personal injury or death and \$2,000,000 for property damage in protection of the City, its officers, agents and employees. Said policy shall cover such losses and for such amounts (equal to or in excess of the amounts set forth above) and shall have such deductible amounts as shall be satisfactory to the City Council and, in the judgment of the City Council, shall protect the City against losses not protected under the principles of sovereign immunity. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid. Such policies shall include the Bank as an additional insured with respect to occurrences at the Mortgaged Property.

SECTION 5.2. Workers' Compensation. The City shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the laws now in force in the State, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. The proceeds of such workers' compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 5.3. Insurance.

(a) The City shall procure and maintain, or cause to be procured and maintained, throughout the term of this Agreement, insurance against loss or damage to any portion of the Mortgaged Property by fire and lightning, with extended coverage, and vandalism, theft and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, broken windows and other structural glass, falling objects, water damage and such other hazards as are normally covered by such insurance. Such insurance policies shall name the Bank as a mortgagee and loss payee. During the construction, equipping and installation of the Project, the City shall cause to be provided, insofar as the Project is concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a).

(b) During the construction, equipping and installation of the Project and in lieu of the insurance required in subparagraph (a) of this Section, the City shall procure and maintain, or cause to be procured and maintained, builder's risk-completed value insurance insuring the Project against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Project (subject to reasonable loss deductible clauses), but in no event shall such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance company or companies authorized to do business in the State as may be selected by the City. Such policy or policies of insurance shall name the City and the Bank as insureds and loss payees.

(c) If any buildings, fixtures or other improvements are located on any portion of the Mortgaged Property that is located in a special flood hazard area according to the Federal Emergency Management Agency (“FEMA”), then the City must maintain a flood insurance policy on the Mortgaged Property. If at any time during the term of the Agreement, such portion of the Mortgaged Property is classified by FEMA as being located in a special flood hazard area, flood insurance will be mandatory. Should this occur, federal law requires the Bank to notify the City of the reclassification. If, within forty-five (45) days of receipt of notification from the Bank that any portion of the Mortgaged Property has been reclassified by the FEMA as being located in a special flood hazard area, the City has not provided sufficient evidence of flood insurance, the Bank is mandated under federal law to purchase flood insurance on behalf of the City, and any amounts so expended shall, subject to Section 4.2 and the Enforcement Limitation, immediately become debts of the City, shall bear interest at the rate specified in the Agreement, and payment thereof shall be secured by the Deed of Trust.

(d) The City shall cause to be procured and maintained a performance and payment bond to the City in accordance with the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes and shall name the City and the Bank as obligees.

(e) Such insurance required by this Section shall be in an amount equal to 100% of the replacement cost of the Mortgaged Property (except that such insurance may be subject to a reasonable and customary deductible clause for any one loss); provided, however, that in no event shall such insurance be maintained in an amount less than the aggregate Installment Payments designated as principal.

(f) The Net Proceeds of such insurance required by this Section shall be applied as provided in Section 6.1 or Section 6.2.

SECTION 5.4. General Insurance Provisions.

(a) The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Agreement.

(b) All insurance policies required by this Article shall be issued by a responsible carrier authorized to do business under the laws of the State.

(c) The Bank shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Bank.

(d) In lieu of obtaining the policies of insurance required by Section 5.1, Section 5.2 and Section 5.3, the City may, upon the consent of the Bank, adopt alternative risk management programs which the City determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish

or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the City.

(e) The insurance coverage required under Section 5.3 may be maintained under a blanket policy covering other properties of the City.

(f) The City shall cause to be delivered to the Bank annually on or about July 1 of each year this Agreement is effect, a certificate stating that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect.

(g) The City shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Mortgaged Property or any portion thereof.

(h) No City agent or employee shall have the power to adjust or settle any property damage loss greater than \$50,000 with respect to the Mortgaged Property, whether or not covered by insurance, without the Bank's prior written consent.

ARTICLE VI

DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS; CONDEMNATION; DUE ON SALE

SECTION 6.1. Obligation of the City to Repair and Replace the Mortgaged Property. Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2, in the event that the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than \$50,000, then the City shall cause such Net Proceeds to be paid to an escrow agent (which shall be a Bank, trust company or similar entity exercising fiduciary responsibilities) for deposit in a special escrow fund to be held by such escrow agent. Except as set forth in Section 6.2, the City shall provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Mortgaged Property, as the case may be. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the City, subject to the Deed of Trust and Permitted Encumbrances, and shall be included as part of the Mortgaged Property under this Agreement.

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair the Mortgaged Property.

(a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Mortgaged Property, the City may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this subsection, the City shall not be entitled to any reimbursement therefor from the Bank, nor shall the City be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the City elects not to apply the Net Proceeds to the repair, restoration or replacement of the Mortgaged Property, the City may apply the Net Proceeds of such insurance policies to the prepayment of the principal component of the Installment Payments but only in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the City.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Bank, the City shall commence the repair, restoration or replacement of the Mortgaged Property, or shall elect, by written notice to the Bank, to apply the Net Proceeds to the prepayment of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, "commence" shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Mortgaged Property. In the event that the City shall, after commencing the repair, restoration, modification, improvement or replacement of the Mortgaged Property, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the City may, subject to the proviso set forth above, elect to apply the

Net Proceeds to the prepayment of the Installment Payments under the provisions of Section 10.1.

SECTION 6.3. Cooperation of the Bank. The Bank shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Bank or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the other.

SECTION 6.4. Condemnation.

(a) The City shall immediately notify the Bank if any governmental authority shall institute, or shall notify the City of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Mortgaged Property or any interest therein under the power of eminent domain, or if there shall be any damage to the Mortgaged Property due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property. The City shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to the Bank, and to the extent permitted by law hereby irrevocably authorizes and empowers the Bank or the Deed of Trust Trustee, in the City's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the City receives any Net Proceeds arising from any such action, the City shall apply such Net Proceeds in the same manner as provided in Section 6.1.

(b) If any of the real or personal property acquired or improved by the City (in whole or in part) using any portion of the Advancement consists of or is located on any real property acquired by the City through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Agreement the City may not transfer any interest in such real property to any entity other than a local governmental unit without the Bank's prior express written consent.

SECTION 6.5. Due on Sale Provision; Acceleration. The Bank may, at its option, require the immediate payment in full of the Installment Payments and all other sums secured by this Agreement upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without the Bank's prior written consent. This option applies whether the sale, transfer, conveyance or encumbrance is voluntary, involuntary, by operation of law or otherwise, and includes (i) any creation of lien or encumbrance, whether or not subordinate to the lien created pursuant to this Agreement and the Deed of Trust, (ii) the creation of any easement, right-of-way or similar interest other than such as would constitute a Permitted Encumbrance, or (iii) the grant to any leasehold or similar interest of any option to purchase, right of first refusal or similar interest.

ARTICLE VII

COVENANTS OF THE CITY

SECTION 7.1. Installation of Additional Improvements. The City may at any time and from time to time, in the sole discretion of the City, and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Mortgaged Property that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property; provided, however, that the City shall repair and restore any and all damage resulting from the construction, installation, modification or removal of any such items. All such items provided by the City shall be subject to the lien of the Deed of Trust.

SECTION 7.2. Access to the Mortgaged Property. The City agrees that the Bank and its agents and employees, shall have the right, at all reasonable times during normal business hours of the City upon the furnishing of reasonable notice to the City under the circumstances, to enter upon the Mortgaged Property or any portion thereof to examine and inspect the same. The City further agrees that the Bank and the Bank's successors, assigns or designees shall have such rights of access to the Mortgaged Property as may be reasonably necessary to cause the proper maintenance of the Mortgaged Property in the event of failure by the City to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Bank any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Bank shall be deemed to impose upon the Bank any duty or obligation to identify any defects in the Mortgaged Property or to notify any person with respect thereto.

No right of inspection or approval granted in this Section shall be deemed to impose upon the Bank any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Bank shall be deemed to impose upon the Bank any duty or obligation whatsoever to identify or correct any defects in the Mortgaged Property or to notify any person with respect thereto, and no liability shall be imposed upon the Bank, and no warranties (either express or implied) are made by the Bank as to the quality or fitness of any improvement, any such inspection and approval being made solely for the Bank's benefit.

SECTION 7.3. Maintenance, Utilities, Taxes and Assessments.

(a) Subject to the Enforcement Limitation, the City shall provide for the repair and replacement of any portion of the Mortgaged Property required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the City shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Mortgaged Property; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the City shall furnish to the Bank an opinion of counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in the Mortgaged Property will not be materially endangered and that all or any portion of the Mortgaged Property will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.4. Modification of the Mortgaged Property. The City shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Mortgaged Property if such additions, modifications or improvements are necessary or beneficial for the use of the Mortgaged Property. Such additions, modifications and improvements shall not in any way damage any of the Mortgaged Property (unless such damage is to be repaired as provided in Section 6.1) or cause the Mortgaged Property to be used for purposes other than those authorized under the provisions of law and which will not cause an adverse effect as to the exclusion of the interest components of the Installment Payments from gross income for federal income tax purposes, and the Mortgaged Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Mortgaged Property immediately prior to the making of such additions, modifications and improvements. Such modification to the Mortgaged Property shall be subject to the lien of the Deed of Trust.

Except for Permitted Encumbrances, the City shall not permit any lien to be established or remain against the Mortgaged Property for labor or materials furnished in connection with any additions, modifications or improvements made by the City pursuant to this Section; provided, however, that if any such lien is established, the City may, at its own expense and in its name, in good faith contest any lien filed or established against the Mortgaged Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the City shall furnish to the Bank full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank.

SECTION 7.5. Encumbrances. Except as provided in this Article (including, without limitation, Section 7.4 and this Section), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Mortgaged Property, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the City may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank.

SECTION 7.6. Financial Statements. The City agrees that it will furnish the Bank, when the same become available, but in no event later than 270 days after the end of the Fiscal Year, its annual audited financial statements and, at the Bank's request, will furnish the Bank information regarding its annual budget as submitted or approved.

The City shall furnish the Bank, at such reasonable times as the Bank shall request, all other financial information as the Bank may reasonably request. The City shall permit the Bank or its agents and representatives to inspect the City's books and records and make extracts therefrom.

SECTION 7.7. Payment for Construction, Equipping and Installation of the Project. Costs and expenses of every nature incurred in the construction, equipping and installation of the Project which qualify as Costs of the Project shall be paid from the Project Fund in accordance with and subject to the terms and conditions set forth in the Project Fund Agreement. The City shall cause the Project to be constructed, equipped and installed in accordance with the Plans and Specifications and the Construction Contract as promptly as practicable.

SECTION 7.8. Changes in the Plans and Specifications or Construction Contract or Modifications of the Project. The City may make any changes in or modifications of the Plans and Specifications subsequent to the date of this Agreement and prior to the Completion Date, may make any changes in or modifications of the Construction Contract and may make any deletions from or substitutions or additions to the Project (such completion, changes, modifications, deletions, substitutions and additions being together herein called "change orders"), subject to satisfaction of the following conditions:

Such change orders do not materially alter the size, cost, scope or character of the Project or impair the structural integrity or utility of the Project.

No change order shall be effective until delivered to the Bank in accordance with the foregoing provisions.

SECTION 7.9. Completion Date; Excess Funds. [The Completion Date shall be evidenced to the Bank upon receipt by the Bank of a completion certificate complying with the requirements of the Project Fund Agreement. In the event that any moneys remain in the Project Fund on the Completion Date, such moneys shall be applied as set forth in the Project Fund Agreement.]

SECTION 7.10. Design, Construction and Maintenance of the Project. The Bank shall have no responsibility in connection with the selection of the Project, any contractor, subcontractor or supplier, the Plans and Specifications or the design of the Project, their suitability for the use intended by the City, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Project. The Bank shall have no obligation to construct, furnish, equip, install, erect, test, inspect, service or maintain the Project or any portion thereof under any circumstances, but such actions shall be the obligation of the City. The Bank's sole responsibility in connection with the Project is to deposit the sum in the Project Fund to pay Costs of the Project in accordance with the terms and conditions specified in this Agreement.

SECTION 7.11. Title to the Site. The City covenants that title to the Site is and shall remain in the City, subject to the rights of the Bank hereunder and under the Deed of Trust.

SECTION 7.12. Warranties. The Bank hereby assigns to the City for and during the term of this Agreement, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Project, and the Bank hereby authorizes the City to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the City's expense. The City's sole remedy for the breach of such warranties, guarantees or other contract rights shall be against any contractor, subcontractor or supplier, and not against the Bank, nor shall such matter have any effect whatsoever on the rights of the Bank with respect to this Agreement, including the right to receive full and timely Installment Payments and other payments hereunder. The City expressly acknowledges that the Bank does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Project.

SECTION 7.13. DISCLAIMER OF WARRANTIES. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL BANK BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE PROJECT OR ANY PART THEREOF.

ARTICLE VIII

ASSIGNMENT, LEASING AND AMENDMENT

SECTION 8.1. Assignment by the Bank. The Bank may, at any time and from time to time, assign to any bank, insurance company or similar financial institution all or any part of its interest in the Mortgaged Property or this Agreement, including, without limitation, the Bank's rights to receive the Installment Payments and any Additional Payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution. The City agrees that this Agreement may become part of a pool of obligations at the Bank's or its assignee's option. The Bank or its assignees may assign or reassign either the entire pool or any partial interest herein to any bank, insurance company or similar financial institution or any other entity approved by the LGC. The Bank or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (a) a bank, insurance company or similar institution or any other entity approved by the LGC; or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the LGC. In addition, such assignment or reassignment shall only be to a "qualified institutional buyer" as such term is set forth in Rule 144A of the Securities and Exchange Commission. The City further agrees that the Bank's interest in this Agreement may be assigned in whole or in part (subject to the limitations on assignment contained in this Section 8.1) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the City receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation. Notwithstanding the foregoing, no assignment or reassignment of the Bank's interest in the Mortgaged Property or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The City covenants and agrees with the Bank and each subsequent assignee of the Bank to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The City agrees to execute any document reasonably required by the Bank in connection with any assignment. Notwithstanding any assignment by the Bank of its interest in this Agreement, the City shall not be obligated to provide any financial or other information to any assignee of the Bank except as set forth in Section 7.6.

After the giving of notice described above to the City, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Bank covenants that it does not intend to deliver or circulate or cause the delivery or circulation by an assignee of a disclosure document in connection with the sale of the Bank's

rights in this Agreement. In the event such a disclosure document is delivered or circulated by the Bank or an assignee, the City and the LGC must expressly approve the use of such disclosure document.

SECTION 8.2. Assignment by the City.

- (a) This Agreement may not be assigned by the City.
- (b) The City may lease all or any portion of the Mortgaged Property, subject to each of the following conditions:
 - (i) the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;
 - (ii) the City shall within thirty (30) days prior to the execution and delivery of any lease providing for the transfer of substantially all (90% of the useable square footage) of the Mortgaged Property furnish or cause to be furnished to the Bank a true and complete copy of any such lease. The rights of the lessee to any such lease shall be made expressly subordinate to the rights and remedies provided to the Bank under the Deed of Trust;
 - (iii) the lease by the City providing for the transfer of substantially all of the Mortgaged Property shall not cause the Mortgaged Property to be used for a purpose other than a governmental or proprietary function of the City authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments to be includable in gross income of the Bank for federal income tax purposes (as evidenced by an opinion of bond counsel reasonably acceptable to the Bank); and
 - (iv) the City shall cause to be delivered to the Bank such further documents or instruments as may be requested by it in connection with such lease.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the City to pay any Installment Payment required to be paid when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) or (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, upon the consent of the Bank, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(d) The City becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the City) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the City.

(e) The occurrence of an “Event of Default” under the Deed of Trust as defined therein.

(f) The City shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the City as required by such bonds or notes or the documents providing for the issuance thereof.

(g) Any warranty, representation or statement made by the City herein or in the Deed of Trust or any other document executed and delivered by the City in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Deed of Trust, including sale of the Mortgaged Property, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Agreement or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE BANK OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the City should default under any of the provisions hereof and the Bank should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will pay on demand to the Bank, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Bank. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys'

standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1. Prepayment of Installment Payments. [The principal component of the Installment Payments may be prepaid in whole only, on any Installment Payment Date upon thirty days written notice. Such prepayment to be made by payment of an amount equal to the principal amount to be prepaid, plus accrued interest to the prepayment date, plus a prepayment fee of __% of the principal amount to be prepaid.]

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices.

(a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or on the date shown or a certified mail receipt, or a delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) if to the City, to City of Greenville, North Carolina, 200 West 5th Street, Greenville, North Carolina 27858-1824, Attention: Director of Financial Services;

(ii) if to the Deed of Trust Trustee, to _____; or

(iii) if to the Bank, to _____, Attention: Account _____.

(c) Any communication to the Deed of Trust Trustee shall also be sent to the Bank.

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

SECTION 11.2. Further Instruments. Upon the Bank's request, the City shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by the Bank to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated hereby, and subject to the liens and security interests hereof and thereof all or any part of the Mortgaged Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

SECTION 11.3. Bank's Performance of City's Obligations. If the City fails to perform any of its obligations under this Agreement, the Bank is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by the Bank (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Mortgaged Property, and any associated legal or other expenses), together with interest thereon, shall be secured as Additional Payments under this Agreement. The City promises to pay all such amounts to the Bank immediately upon demand.

SECTION 11.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Bank and their respective successors and assigns. Whenever in this Agreement either the City or the Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.5. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.6. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.7. Commitment Letter. The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Bank. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

SECTION 11.8. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

SECTION 11.9. No Advisory Services. The City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Bank in which the Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Bank has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Bank has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The City acknowledges and agrees that the Bank is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. The Bank has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring, issuance, sale or delivery of this Agreement. The Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transactions relating to the structuring, issuance, sale or delivery of this Agreement and the discussions, undertakings and procedures leading thereto. Each of the City and its financial advisor has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to this Agreement from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the City, its financial advisor desires, should or needs to obtain such advice. The Bank expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's financial advisor, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's financial advisor, with respect to any such matters. The transactions between the City and

the Bank are arm's length, commercial transactions in which the Bank is acting and has acted solely as a principal and for its own interest and the Bank has not made recommendations to the City with respect to the transactions relating to this Agreement.

SECTION 11.10. Indemnification. To the extent permitted by law, the City shall indemnify, protect and save the Deed of Trust Trustee, the Bank and its officers and directors, and the LGC's members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Mortgaged Property or the transactions contemplated by this Agreement, including without limitation the possession, condition, construction or use of the Project. The indemnification arising under this Section shall survive the Agreement's termination.

[signatures to follow]

IN WITNESS WHEREOF, the City and the Bank have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: _____
Barbara Lipscomb
City Manager

Attest:

Carol L. Barwick
City Clerk

By: _____

[signature page to Installment Financing Agreement dated as of October __, 2016]

Local Government Commission
Signature Page for Installment Financing Agreement
between the City of Greenville, North Carolina and _____ dated as of
_____, 2016

This Agreement has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

By: _____
Secretary
Local Government Commission

EXHIBIT A

INSTALLMENT PAYMENT SCHEDULE

Installment Payment Dates (June 1 and December 1)	Principal Component	Coupon	Interest Component	Debt Service	Annual Debt Service	Principal Component Balance
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* Prepayment prices and premium set forth in Section 10.1.

RESOLUTION NO. 16 - __

**RESOLUTION APPROVING A PROPOSED INSTALLMENT FINANCING AGREEMENT
TO PROVIDE FOR THE FINANCING OF THE PURCHASE AND RENOVATION OF A
PUBLIC SAFETY ANNEX FOR PURPOSES OF OFFICE AND STORAGE SPACE**

WHEREAS, the City of Greenville, North Carolina (the “City”) has determined that it is necessary and expedient to finance the purchase of land and a building and the renovation of the building for purposes of providing storage for public safety vehicles and equipment as well as public safety administrative office space (the “Project”); and

WHEREAS, in order to effectuate the Project, the City and _____ (the “Bank”) propose to enter into an Installment Financing Agreement (as hereinafter defined) substantially in accordance with the terms proposed by the Bank in its term sheet dated August 17, 2016, as amended, pursuant to the authority granted to the City under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, in connection with such financing, it is necessary for the City to approve certain other documents relating thereto and to authorize certain action in connection therewith; and

WHEREAS, there have been presented at this meeting copies of the following documents relating to the Project:

(a) a draft of the proposed Installment Financing Agreement (the “Installment Financing Agreement”), between the City and the Bank, pursuant to which the Bank will make available to the City funds with which to finance the Project [and costs relating to the execution and delivery of the Installment Financing Agreement], and the City will, among other requirements, be obligated to make Installment Payments (as defined in the Installment Financing Agreement) and certain other payments; and

(b) a draft of the proposed Deed of Trust, to be dated as of a mutually agreeable date (the “Deed of Trust”), from the City to a deed of trust trustee, for the benefit of the Bank, by which the City will secure its obligations to the Bank under the Installment Financing Agreement;

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

Section 1. Capitalized words and terms used in this resolution and not defined herein shall have the same meanings in this resolution as such words and terms are given in the Installment Financing Agreement.

Section 2. There is hereby approved the transaction with _____ set forth in the Installment Financing Agreement to finance the cost of the Project. The aggregate

principal amount of the amount advanced to the City under the Installment Financing Agreement shall not exceed \$1,500,000 and shall be repaid at an interest rate of 3.5% per annum.

Section 3. The forms, terms and provisions of the Installment Financing Agreement and the Deed of Trust are hereby approved in all respects, and the Mayor, the City Manager, the Director of Financial Services, the City Attorney and the City Clerk (or any one of them) are hereby authorized and directed to execute and deliver the Installment Financing Agreement and the Deed of Trust, in substantially the forms presented at this meeting, together with any changes, modifications and deletions as they, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the City.

Section 4. The Mayor, the City Manager, the Director of Financial Services, the City Attorney and the City Clerk (or any one of them) are authorized and directed to take such action and to execute and deliver such documents, certificates, undertakings, agreements and other instruments as they, with the advice of counsel, may deem necessary or appropriate to effectuate the transactions contemplated by the Installment Financing Agreement and the Deed of Trust, including any agreement by and among the Bank, the City and any other party relating to the deposit of the advanced funds received under the Installment Financing Agreement.

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

Adopted this the 8th day of September, 2016.

Allen M. Thomas
Mayor

ATTEST:

Carol L. Barwick
City Clerk

After filing, please return to:

David A. Holec, Esq.
City Attorney
200 West 5th Street
Greenville, North Carolina 27858-1824

This document was prepared by:

Eric Hebert, Esq.
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005

DEED OF TRUST

STATE OF NORTH CAROLINA
COUNTY OF PITT

This DEED OF TRUST, dated as of October __, 2016 (the “Deed of Trust”), from the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina (the “City”), to _____, a resident of _____, as trustee (the “Deed of Trust Trustee”), for the benefit of _____ and its successors and assigns hereinafter mentioned (the “Beneficiary”),

WITNESSETH:

WHEREAS, the City has entered into an Installment Financing Agreement, of even date herewith (the “Agreement”), with the Beneficiary, whereby the Beneficiary agrees to advance moneys to the City for purposes of the financing the Project (as defined in the Agreement), and the City agrees to repay the moneys advanced to the City in installments due at the times and in the amounts set forth in Exhibit A to the Agreement (the “Installment Payments”) and to pay certain Additional Payments (as defined in the Agreement) as more fully provided therein;

WHEREAS, pursuant to the Agreement, the City is delivering this Deed of Trust to secure the repayment by the City to the Beneficiary of the moneys advanced and all other sums payable under the Agreement and to secure the other obligations of the City under the Agreement;

COLLATERAL IS OR INCLUDES FIXTURES

WHEREAS, the City has agreed to pay to the Beneficiary the sum of [\$1,500,000] for moneys advanced, as evidenced by, and payable as provided in, the Agreement, with interest payable at the times and rate specified therein, with the last Installment Payment of principal and interest being due and payable on _____, 20__;

WHEREAS, the City desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the payment by the City of all Additional Payments required to be paid by the City under the Agreement and the performance by the City of all of the additional covenants of the City set forth in the Agreement and (c) the performance of the covenants and agreements contained in this Deed of Trust, and any amendments and supplements thereto; and

WHEREAS, the City desires to execute and deliver this Deed of Trust as security for the payment of the amounts described above and the performance of the covenants described above;

NOW, THEREFORE, the City, subject to Permitted Encumbrances (as defined in the Agreement), as security for the Installment Payments and other payments to be made by the City under the Agreement and for the performance by the City of all of its obligations under the Agreement and this Deed of Trust, and in further consideration of the sum of \$1.00 paid to the City by the Deed of Trust Trustee, receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Deed of Trust Trustee, its successors and assigns, in trust, with power of sale, the real property lying and being in Pitt County in the State of North Carolina, constituting so much thereof as constitutes real property or fixtures, and more particularly described as set forth in Exhibit A attached hereto and made a part hereof; TOGETHER with all buildings, improvements and fixtures of every kind and description now or hereafter erected or located thereon, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto and all materials intended for construction, reconstruction, alteration and repair of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid real property, and all apparatus, equipment, fixtures and articles of personal property now or hereafter attached thereto as fixtures, and replacements thereof, including, but not limited to, all heating, refrigerating, air conditioning, gas, plumbing and electric apparatus and equipment, all boilers, engines, motors, power equipment, piping and plumbing fixtures, pumps, tanks, lighting equipment and systems, fire prevention and sprinkling equipment and systems, and other things now or hereafter thereon or therein, including all interests of any owner thereof in any of such items, and all renewals or replacements thereof or articles in substitution thereof; TOGETHER with all rents, issues, profits and revenues of the aforesaid real property, fixtures and other property and all of the right, title and interest of the City in and to any and all leases and contracts now or hereafter affecting the real property, fixtures and other property covered hereby or any part thereof; TOGETHER with all proceeds of any of the foregoing real property and fixtures including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental authority ("Eminent Domain"), all insurance proceeds and claims therefor as a result of damage to or destruction of all or any part of any of the foregoing, and all proceeds of title insurance with respect to all or any part of any of the foregoing (the real property, fixtures and proceeds granted

to the Deed of Trust Trustee pursuant to the foregoing provisions hereof being collectively referred to as the “Mortgaged Property”);

TO HAVE AND TO HOLD the Mortgaged Property, with all the rights, privileges and appurtenances thereunto belonging or appertaining to the Deed of Trust Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

AND THE CITY COVENANTS to and with the Deed of Trust Trustee and the Beneficiary that the City is seized of the Mortgaged Property in fee, that the City has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear from all encumbrances and restrictions not specifically mentioned in Exhibit B attached hereto and made a part hereof, and that the City does hereby forever warrant and will forever defend the title to the Mortgaged Property (except for those matters set forth in Exhibit B) against the claims of all persons whatsoever; provided, however, that

HOWEVER, THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the City shall make all of the payments required under the Agreement secured hereby in accordance with its terms, together with interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, and, further, shall comply with all the covenants, terms and conditions of this Deed of Trust and the Agreement and any amendments and supplements thereto, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the City.

This Deed of Trust secures an obligation incurred for the construction of an improvement on the real property covered hereby and as such constitutes a “construction mortgage” under Section 25-9-334 of the General Statutes of North Carolina.

THE CITY FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:

Section 1. Amount Secured; Maintenance and Modification of Mortgaged Property by City. This Deed of Trust secures all present and future indebtedness owing by the City under the Agreement and this Deed of Trust. The principal amount of the indebtedness is \$[1,500,000].

The Deed of Trust Trustee shall not be under any obligation to operate, maintain or repair the Mortgaged Property. The City agrees that it will at its own expense (a) keep the Mortgaged Property in as reasonably safe condition as its operations shall permit, (b) keep the Mortgaged Property in good repair and in good operating condition, (c) comply with all applicable governmental requirements imposed upon the Mortgaged Property or in connection with its use and (d) make from time to time all necessary repairs thereto and renewals and replacements thereof.

Subject to the provisions of the Agreement, the City may also, at its own expense, make from time to time any additions, modifications or improvements to the real property covered hereby that it may deem desirable and that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such additions, modifications and improvements so made by the City within the boundaries of the Mortgaged Property shall become a part of the Mortgaged Property. The City will do, or cause to be done, all such things

as may be required by law in order fully to protect the security and all rights of the Beneficiary under this Deed of Trust. The City shall not cause or permit the lien of this Deed of Trust to be impaired in any way.

Section 2. Grant and Release of Easements. If no Event of Default under this Deed of Trust shall have occurred and shall continue to exist, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any part of the Mortgaged Property, and the City may release existing interests, easements, licenses, rights of way and other rights or privileges with or without consideration, and the Beneficiary agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (a) a copy of the instrument of grant or release, (b) a written application signed by an authorized representative of the City requesting such instrument and (c) a certificate executed by an authorized representative of the City, such certificate to be reasonably acceptable to the Beneficiary, stating that the grant or release (i) is not detrimental to the proper conduct of the operations of the City at the Mortgaged Property and (ii) will not impair the effective use of or interfere with the operations of the City at the Mortgaged Property and will not diminish the value of the security under this Deed of Trust in contravention of the provisions hereof.

Section 3. Default; Remedies of the Deed of Trust Trustee and Beneficiary Upon Default.

(a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby;

(ii) failure by the City to observe and perform any warranty, covenant, condition or agreement on the part of the City under this Deed of Trust other than Section 6 hereof for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Beneficiary; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, upon the consent of the Beneficiary, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued; or

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against any of said Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Deed of Trust;

then and in any of such events (hereinafter referred to as an “Event of Default”), all payments under the Agreement shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default:

(i) To the extent permitted by law, the Deed of Trust Trustee shall have the right to enter upon the Mortgaged Property to such extent and as often as the Deed of Trust Trustee, in his sole discretion, deems necessary or desirable in order to cure any default by the City. The Deed of Trust Trustee may take possession of all or any part of the Mortgaged Property and may hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed expedient by the Deed of Trust Trustee; and the Deed of Trust Trustee may lease any part of the Mortgaged Property in the name of and for the account of the City, and collect, receive and sequester the rent, revenues, receipts, earnings, income, products and profits therefrom, and out of the same and from any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Deed of Trust Trustee, his agents and counsel, and any taxes and assessments and other charges prior to the lien of this Deed of Trust which the Deed of Trust Trustee may deem it proper to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions hereof.

(ii) To the extent permitted by law, the Deed of Trust Trustee shall have the right after an Event of Default to the appointment of a receiver to collect the rents and profits from the Mortgaged Property without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations hereby secured, and the Deed of Trust Trustee, at his option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises, as provided below, the City, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(iii) The Deed of Trust Trustee shall have the right to assign to any other person, for lawful consideration, any rents, revenues, earnings, income, products and profits receivable under this Deed of Trust, provided that the proceeds of any such assignment shall be applied as provided in this Deed of Trust.

(iv) The Deed of Trust Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property or such part or parts thereof or interests therein as the Deed of Trust Trustee deems prudent at public auction for cash, and upon collection of the proceeds from such sale to make and deliver a deed therefor, after first having complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust. The City agrees that in the

event of a sale hereunder, the Beneficiary shall have the right to bid at it and to become the purchaser. The Deed of Trust Trustee may require the successful bidder at any sale to deposit immediately with the Deed of Trust Trustee cash or a certified check in an amount not to exceed five percent (5%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the successful bidder. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. The sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise under this Deed of Trust, shall forever bar any claim with respect to the Mortgaged Property by the City.

(v) To the extent permitted by law, the Beneficiary, immediately and without additional notice and without liability therefor to the City, may do or cause to be done any or all of the following: (A) take physical possession of the Mortgaged Property; (B) exercise its right to collect the rents and profits thereof; (C) enter into contracts for the completion, repair and maintenance of the Mortgaged Property; (D) expend any rents, income and profits derived from the Mortgaged Property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Mortgaged Property, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the City arising out of or in any way connected with the Mortgaged Property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (E) enter into leases demising the Mortgaged Property or any part thereof; (F) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust or the Agreement or to aid the execution of any power herein granted; and (G) generally, supervise, manage, and contract with reference to the Mortgaged Property as if the Beneficiary were the equitable owner of the Mortgaged Property. The City also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the City are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(vi) The Beneficiary may proceed against the fixtures referred to in Section 12 as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina, as amended (the "UCC") or, at its election, may proceed and may instruct the Deed of Trust Trustee to proceed as to the portion of the Mortgaged Property constituting fixtures, in accordance with its rights and remedies with respect thereto and those granted to the Deed of Trust Trustee, all as set forth in this Deed of Trust. Subject to any limitations imposed by the applicable provisions of the UCC, the Beneficiary may sell, lease, or otherwise dispose of all or any part of the fixtures, at public or private sale, for cash or on credit, as a whole or in part, and the Beneficiary may at such sale or sales purchase the fixtures or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Beneficiary incurred in connection with such sale, lease,

collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Beneficiary. Further, the Beneficiary may require the City to assemble the fixtures, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary, and the Beneficiary may take possession of the fixtures and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the fixtures. Any required notice by the Beneficiary of sale or other disposition or default, when mailed to the City at its address set forth herein, shall constitute reasonable notice to the City. In addition to, but not in limitation of, any of the foregoing, the Beneficiary may exercise any or all of the rights and remedies afforded to the Beneficiary by the provisions of the UCC or otherwise afforded to the Beneficiary under this Deed of Trust, with all such rights and remedies being cumulative and not alternative, and the City agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Beneficiary subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

In all such cases, the Beneficiary shall have the right to direct the Deed of Trust Trustee to exercise the remedies granted hereunder.

(c) The City also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the City are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(d) The City hereby waives, to the full extent it lawfully may, the benefit of all appraisal, valuation, stay, moratorium, exemption from execution, extension and redemption laws and any statute of limitations, now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Property or any part thereof or any interest therein.

(e) Except as set forth in (f), the foregoing shall in no way be construed to limit the powers of sale or to restrict the discretion the Deed of Trust Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended. Each legal, equitable or contractual right, power or remedy of the Deed of Trust Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy, and the exercise or beginning of the exercise by the Deed of Trust Trustee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

(f) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH BY THE CITY OF ITS OBLIGATIONS UNDER THE AGREEMENT OR THIS DEED OF TRUST; THE REMEDIES PROVIDED UNDER

THIS DEED OF TRUST, INCLUDING FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE AGREEMENT, INCLUDING THE INSTALLMENT PAYMENTS UNDER THE AGREEMENT OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.

Section 4. Application of Proceeds. The proceeds of (a) the operation and management of the Mortgaged Property pursuant to Section 3 hereof, (b) any sale of the Mortgaged Property or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise and (c) any insurance policies or eminent domain awards or other sums (other than awards or sums to which the City is entitled to under the Agreement) retained by the Deed of Trust Trustee upon the occurrence of an Event of Default shall be applied to pay:

First: The costs and expenses of sale, reasonable attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended, the Beneficiary's fees and expenses, court costs, any other expenses or advances made or incurred in the protection of the rights of the Beneficiary or in the pursuance of any remedies hereunder and the Deed of Trust Trustee's commission payable under Section 5 hereof;

Second: All taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third: Any indebtedness secured by this Deed of Trust and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal and interest at the time due and payable with respect to the Installment Payments, and interest on any overdue principal of at a rate per annum equal to the original interest rate payable with respect to the Installment Payments; and

Fourth: The balance, if any, to the persons then entitled thereto under the Agreement.

Section 5. Deed of Trust Trustee's Commission. In the event of a consummated sale under the power of sale contained herein, the Deed of Trust Trustee's commission shall be a reasonable commission for services rendered not to exceed five percent (5%) of the highest bid thereat.

It is further provided that in the event foreclosure is terminated upon the request of the City prior to delivery of the deed by the Deed of Trust Trustee, the City shall pay the Deed of Trust Trustee all costs and expenses incident to the foreclosure, including reasonable compensation for services rendered; together with attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended.

It is further provided that the compensation herein allowed to the Deed of Trust Trustee shall constitute indebtedness secured hereby on the Mortgaged Property immediately upon request of sale.

Section 6. General Covenant. The City shall pay the amounts due under the Agreement and shall observe and perform all covenants, conditions and agreements contained in the Agreement, and any amendments and supplements thereto.

Section 7. Payment of Costs, Attorneys' Fees and Expenses. The City shall pay, to the extent permitted by law, any and all costs, attorneys' fees and other expenses of whatever kind incurred by the Beneficiary or the Deed of Trust Trustee in connection with (a) obtaining possession of the Mortgaged Property, (b) the protection and preservation of the Mortgaged Property, (c) the collection of any sum or sums secured hereby, (d) any litigation involving the Mortgaged Property, this trust, any benefit accruing by virtue of the provisions hereof, or the rights of the Deed of Trust Trustee or the Beneficiary, (e) the presentation of any claim under any administrative or other proceeding in which proof of claim is required by law to be filed, (f) any additional examination of the title to the Mortgaged Property which may be reasonably required by the Beneficiary or the Deed of Trust Trustee, (g) taking any steps whatsoever in enforcing this Deed of Trust, claiming any benefit accruing by virtue of the provisions hereof, or exercising the rights of the Beneficiary hereunder, or (h) any proceeding, legal or otherwise, which the Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 8. Insurance and Taxes. Pursuant to the Agreement, the City will obtain and maintain certain insurance and will pay all lawful taxes, assessments and charges, if any, at any time levied or assessed upon or against the Mortgaged Property or any part thereof; provided, however, that nothing contained in this Deed of Trust shall require the maintenance of insurance or the payment of any such taxes, assessments or charges if the same are not required to be paid under the Agreement. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 9. No Assignment or Encumbrance of Mortgaged Property. Except as permitted by the Agreement and this Deed of Trust, the City shall not sell, transfer, exchange, lease, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any interest therein or part thereof without the prior written consent of the Beneficiary. Any such disposition or encumbrance of the Mortgaged Property or any interest therein or any part thereof other than Permitted Encumbrances without such prior written consent shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default.

Section 10. Advances by Beneficiary. The Beneficiary is authorized, but is not required to, for the account of the City, to make any required payments under any lien prior hereto or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal payments, interest payments, premium payments, if any, taxes and insurance

premiums. All sums so advanced shall attach to and become part of the debt secured hereby, shall become payable at any time on demand therefor and, from the date of the advance to the date of repayment, any sum so advanced shall bear interest at a rate of five percent (5%) per annum. The failure to make payment on demand shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 11. The Deed of Trust Trustee. The Deed of Trust Trustee shall be under no duty to take any action hereunder except as expressly required, or to perform any act which would involve him in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to his satisfaction by the Beneficiary. All reasonable expenses, charges, counsel fees and other disbursements incurred by the Deed of Trust Trustee in and about the administration and execution of the trusts hereby created, and the performance of its duties and powers hereunder, shall, to the extent permitted by law, be secured by this Deed of Trust prior to the indebtedness represented by the Agreement, and such amounts not paid when due shall, to the extent permitted by law, bear interest at a rate of five percent (5%) per annum. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 12. Security Interest in Fixtures. **COLLATERAL IS OR INCLUDES FIXTURES.** With respect to any portion of the Mortgaged Property which is or may become fixtures, this Deed of Trust shall constitute a financing statement filed as a fixture filing. In connection therewith, the fixtures are located on the land described on Exhibit A attached hereto, and the City is the record owner of such land. The name and address of the City, as debtor, and the Beneficiary, as secured party, are set forth in Section 16 hereof. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

Section 13. Leases. The City shall keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed or performed under any leases involving all or any part of the Mortgaged Property, shall require tenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any such leases and shall not suffer or permit any breach or default to occur with respect to the foregoing. In the event of a default by the City under any lease involving all or any part of the Mortgaged Property, the Beneficiary shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of such leases, and to add any expense incurred in connection therewith to the debt secured hereby. Any such expense incurred by the Beneficiary shall be immediately due and payable. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 14. Additional Documents. The City agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of the

Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the lien or security interest created hereby. For the period in which the indebtedness of the City to the Beneficiary remains unpaid, the City hereby irrevocably makes, constitutes and appoints the Beneficiary as the true and lawful attorney in fact of the City, to the extent permitted by law, to sign the name of the City on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

Section 15. Environmental Issues. The City for itself, its successors and assigns represents, warrants and agrees that, except as disclosed in writing to the Beneficiary by the City, (a) neither the City nor, to the best of the City's knowledge, any other person has improperly used or installed any Hazardous Material (as hereinafter defined) on the Mortgaged Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Mortgaged Property; (b) neither the City nor, to the best of the City's knowledge, any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property; (c) to the best of the City's knowledge, the Mortgaged Property is presently in compliance with all Environmental Laws and there are no circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against the City relating to the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Mortgaged Property shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials only in accordance with all applicable Environmental Laws; (e) the City shall not cause nor permit the improper installation of Hazardous Materials in the Mortgaged Property nor a release of Hazardous Materials on the Mortgaged Property; (f) the City shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Mortgaged Property and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the City has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Mortgaged Property (the "Permits"), and the City is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) the City shall immediately give the Beneficiary oral and written notice in the event that the City receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws. To the extent permitted by law, the City hereby agrees to defend and indemnify the Deed of Trust Trustee and the Beneficiary and hold them harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Deed of Trust Trustee or the Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Mortgaged Property of any Hazardous Material regardless of whether or not caused by or within the control of the City, (b) the violation of any Environmental

Laws relating to or affecting the Mortgaged Property, whether or not caused by or within the control of the City, (c) the failure by the City to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the City in this paragraph being false or untrue in any material respect. In the event that the Beneficiary elects to control, operate, sell or otherwise claim property rights in the Mortgaged Property, the City shall deliver the Mortgaged Property free of any and all Hazardous Materials so that the conditions of the Mortgaged Property shall conform with all applicable Environmental Laws. To the extent permitted by law, prior to any such delivery of the Mortgaged Property, the City shall pay to the Beneficiary from its own funds any amounts required to be paid under the indemnification provisions set forth above. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, hazardous materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Emergency Planning and Right-to-Know Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law (including in all cases any regulations promulgated thereunder), or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as may now or at any time hereafter be in effect. The obligations and liabilities of the City under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, and the cancellation of this Deed of Trust; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Mortgaged Property.

Section 16. Miscellaneous.

(a) Notices. (a) Any communication required or permitted by this Deed of Trust must be in writing and shall be sufficiently given and deemed given when delivered by hand or on the date shown or a certified mail receipt, or a delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) if to the City, to City of Greenville, North Carolina, 200 West 5th Street, Greenville, North Carolina 27858-1824, Attention: Director of Financial Services;

(ii) if to the Deed of Trust Trustee, to c/o _____;
or

(iii) if to the Beneficiary, to _____, Attention: Account _____.

Any communication to the Deed of Trust Trustee shall also be sent to the Beneficiary. Any addressee may designate additional or different addresses for communications by notice given hereunder to each of the others.

(b) Substitution of Deed of Trust Trustee. The City and the Deed of Trust Trustee covenant and agree to and with the Beneficiary that in case the Deed of Trust Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder the Beneficiary desires to replace the Deed of Trust Trustee, then the Beneficiary may appoint, in writing, a trustee to take the place of the Deed of Trust Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Deed of Trust Trustee. This granting of power to the Beneficiary is coupled with an interest and is irrevocable.

(c) Successors and Assigns. This Deed of Trust shall inure to the benefit of and be enforceable by the Deed of Trust Trustee and the Beneficiary and their respective successors and assigns.

(d) Amendments and Supplements. This Deed of Trust may be amended and supplemented only as provided in the Agreement.

(e) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

(f) Execution in Counterparts. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the City has caused this Deed of Trust to be executed in its name by the City Manager of the City and its seal to be impressed hereon and attested by the City Clerk of the City, all as of the date first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: _____
Barbara Lipscomb
City Manager

Attest:

Carol L. Barwick
City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF NORTH CAROLINA

COUNTY OF PITT

This ___ day of ___, 2016, personally came before me, a Notary Public in and for the said County and State, Carol L. Barwick, who, being by me duly sworn, says that she is the City Clerk of the City of Greenville, North Carolina, a municipal corporation existing under the laws of the State of North Carolina and acting through its City Council, and by authority duly given and as the act of said City, the foregoing instrument was signed in its name by Barbara Lipscomb, as the City Manager of said City, sealed with its seal and attested by herself as the City Clerk.

Witness my hand and notarial seal this ___ day of ___, 2016.

Notary Public

My commission expires:

(Notarial Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION OF THE PUBLIC SAFETY ANNEX SITE

The tract or parcel constituting the Public Safety Annex Site is as follows:

.

EXHIBIT B

LIST OF ENCUMBRANCES



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Firefighter's Relief Fund Committee
- b. Public Transportation and Parking Commission

Explanation: The Firefighter's Relief Fund Committee and Public Transportation and Parking Commission are scheduled to make their annual presentations to City Council at the September 8, 2016 meeting.

Fiscal Note: No direct cost

Recommendation: Hear the presentations from the Firefighter's Relief Fund Committee and Public Transportation and Parking Commission.

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City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Approval of the Redevelopment Commission's sale of the Uptown Theatre property to CommunitySmith, LLC

Explanation: **Abstract:** The Redevelopment Commission has authorized the sale of the Uptown Theatre property for \$20,000 to CommunitySmith, LLC using the Negotiated Offer, Advertisement, Upset Bid method. A Notice of Offer to Purchase – Request for Upset Bids was published, and the City received no upset bids.

Explanation: The City Council, at its March 17, 2016 meeting, held a public hearing to consider whether to approve the Letter of Intent (LOI) between the Greenville Redevelopment Commission and CommunitySmith, LLC. Following that public hearing, the City Council approved the LOI, the terms of which effectively represent an economic development incentive.

The Letter of Intent describes the redevelopment plan for the Uptown Theatre and spells out the contributions that the City/RDC and the developer, respectively, will make toward implementation of that plan. Specifically, the LOI addresses what each party will be responsible for in the event that the property (parcel #07085) is acquired by CommunitySmith, or other party, via the real property disposal process. The City has now satisfied most of its contributions as listed in the LOI to include remediation and stabilization of the building and approval of the planned parking improvements to a City-owned lot.

Concurrently, the City initiated the property disposal process as agreed to in the LOI. At its August 2, 2016 meeting, the Redevelopment Commission accepted the bid of \$20,000 from CommunitySmith, LLC, and initiated the sale of the property in accordance with the Negotiated Offer, Advertisement, Upset Bid method under North Carolina General Statute 160A-514(c). A Notice of Offer to Purchase – Request for Upset Bids was published in *The Daily Reflector* on August 8, 2016. The advertisement invited other parties to "upset" CommunitySmith, LLC's negotiated price of \$20,000 by raising the bid for the purchase of the property by not less than ten percent of the first one thousand dollars and five percent of the remainder. Prospective bidders were notified that

restrictive covenants apply to the property, which were designed to ensure that the purchaser will meet the commitments of the LOI and therefore the public policy goals undergirding that agreement.

On August 18, 2016, the 10-day notice period expired without the City receiving any upset bids on the property. At its September 6, 2016 meeting, the Redevelopment Commission is expected to accept Community Smith, LLC's offer to purchase the property for \$20,000, along with the restrictive covenants and requirements outlined above. Community Smith, LLC, may establish a limited liability company to accept the conveyance.

The restrictive covenants applicable to the property are as follows: the property will be used only for a Live Performance Theatre use as defined by the provisions of the Zoning Ordinance for Greenville, North Carolina for a period of ten (10) years from the date of conveyance; the property will in no event be used for sexually oriented businesses; the property will be occupied and operated in accordance with all applicable laws and regulations; and any restrictive covenants of public record recorded as of August 2, 2016. Purchaser was also required to execute a document, in a form acceptable to the Commission, which will establish a covenant, condition or restriction that: (a) the existing State Theatre structure on the Property will be preserved and construction improvements and renovations will be made to the building, and (b) the Buyer will spend a minimum of \$1,000,000 in private funds to renovate the State Theater so that it will be able to receive a certificate of occupancy for its use as a Live Performance Theatre no later than the earlier of three hundred and sixty-five days following purchaser's receipt of all governmental permits and approvals necessary for the completion of the renovations or March 31, 2018.

Fiscal Note:

Approval of this sale does not require the City to spend additional funds on this project. Previously, the Letter of Intent between the Redevelopment Commission and Community Smith, LLC did commit the City to making improvements to the building and adjacent parking lot, but most of those items have now been completed.

Recommendation:

Staff recommends that the City Council approve the Redevelopment's Commission's sale of the Uptown Theatre property to CommunitySmith, LLC for \$20,000.

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City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Memorandum of Understanding regarding sanitary sewer extensions outside of the Extraterritorial Jurisdiction of the City of Greenville

Explanation: **Abstract:** At the November 12, 2015, City Council meeting, the Council instructed staff to develop a memorandum of agreement between the City of Greenville (City), Pitt County (County) and the Greenville Utilities Commission (GUC) that establishes a policy for sanitary sewer extensions outside of the Extraterritorial Jurisdiction (ETJ) of the City of Greenville.

Explanation: At their November 12, 2015, meeting, City Council considered a request made by McDavid Associates, Inc., on behalf of Pitt County and the Candlewick Area Sanitary District, for a waiver of the voluntary annexation petition requirement in order to receive sanitary sewer service to property located in an area outside of the Greenville City Limits and ETJ. The request was made as result of the County receiving grant funds for a sewer extension to in the Candlewick subdivision. Pitt County received a grant from the NC Rural Center to fund the extension of and connection to a sanitary sewer system for the Candlewick subdivision which experienced a significant number of septic tank failures. Even though the Candlewick subdivision is located in the GUC sewer service area, McDavid Associates and the County approached both the Town of Farmville and Greenville Utilities for the costs of providing sewer services. The grant application provided funding for connection to either system; however, the City was not consulted in the grant application development and did not have an opportunity to advise the County of the required voluntary annexation petition for such connections. The adopted policy of the City and GUC requires the submission of a voluntary annexation petition as a condition of sewer extension unless there is an approved agreement waiving the annexation.

As part of the motion waiving annexation for the request by the Candlewick Sanitary District for Candlewick, City Council instructed staff to develop a memorandum of agreement to require the submission of a voluntary annexation petition by the County prior to the submission of any grant application funding sewer extensions. The agreement will prevent future grant applications funding

sanitary sewer systems that have not received prior approvals by the City. Without the agreement, these actions could result in uncontrolled growth, loss of tax base, and the approval of sanitary sewer extensions prior to the authorization by the City.

The City Attorney prepared the attached Memorandum of Understanding that has been reviewed by Pitt County Planning Department staff and Greenville Utilities. The attached agreement accomplishes the following objectives for sanitary sewer extensions outside of the ETJ, in keeping with existing policies:

1. Connections to the sanitary sewer system of GUC within the ETJ shall require approval of the City of Greenville and submittal of a voluntary annexation petition.
2. Requires GUC approval of sanitary sewer extensions with the terms and conditions of GUC.
3. Requires Pitt County to obtain City and GUC approvals prior to the submittal of an application that will fully or partially fund any connections onto the sanitary system of GUC.
4. Requires the approval of the City and GUC of any subdivision plat, site plan, or other development approvals that involves connection to the sanitary sewer system.
5. Provides a method for the City to notify the County of annexations located outside of the ETJ and establishes that the City will establish the effective date of the approvals of a site plan, subdivision plat, or other development approval after the annexation approval.

Fiscal Note: No cost associated with the approval of the Memorandum of Understanding

Recommendation: Approval of the Memorandum of Understanding and forwarding the Memorandum to Pitt County and Greenville Utilities for signature.

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NORTH CAROLINA
PITT COUNTY

MEMORANDUM
OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this the _____ day of _____, 2016, 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 referred to as the CITY, Pitt County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY, and the Greenville Utilities Commission, a body politic, duly chartered by the State of North Carolina, Party of the Third Part and hereinafter referred to as GUC.

WITNESSETH:

WHEREAS, the CITY, COUNTY and GUC recognize the need of sanitary sewer extensions and the benefit of responsible growth management;

WHEREAS, the CITY, COUNTY and GUC recognize the need to better coordinate the review of actions which require a connection to the sanitary sewer system of GUC in an area outside of the extraterritorial jurisdictional area of the CITY; and

WHEREAS, the CITY, COUNTY, and GUC have agreed upon a process in order to coordinate the review of actions for these connections as set forth in this Memorandum of Understanding;

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

1. That any connection onto the sanitary sewer system of GUC within an area outside of the extraterritorial jurisdictional area of the CITY shall require approval by the City Council of the CITY and submittal of a voluntary petition for annexation into the corporate limits of the CITY by the owner of the property to be served by the connection. The City Council of the CITY may authorize, instead of the submittal of a voluntary petition for annexation, a written agreement by the owner of the property to be served by the connection for the property to be annexed into the corporate limits of the CITY at a later time determined by the CITY.
2. That any connection onto the sanitary sewer system of GUC within an area outside of the extraterritorial jurisdictional area of the CITY shall require approval by GUC and

compliance with the terms and conditions which are required by GUC in order to provide sanitary sewer service.

3. That prior to the COUNTY authorizing, approving, or submitting an application, appropriation, or expenditure that will fully or partially fund any connection onto the sanitary sewer system of GUC in an area outside of the extraterritorial jurisdictional area of the CITY, the COUNTY shall obtain the approval of the City Council of the CITY and obtain the approval of GUC that a connection onto the sanitary sewer system of GUC will be allowed subject to compliance with the requirements of section 1 and 2 of this Memorandum of Understanding.
4. That prior to the COUNTY approving any subdivision plat, site plan, or other development approval which is dependent upon a connection onto the sanitary sewer system of GUC in an area outside of the extraterritorial jurisdictional area of the CITY, the COUNTY shall obtain the approval of the City Council of the CITY and obtain the approval of GUC that a connection onto the sanitary sewer system of GUC will be allowed subject to compliance with the requirements of section 1 and 2 of this Memorandum of Understanding. Notwithstanding the foregoing, the COUNTY is not required to obtain the approval of the City Council of the CITY prior to the approval of a subdivision plat, site plan, or other development approval when the connection onto the sanitary sewer system of GUC is pursuant to an agreement between GUC and another municipality that the City Council of the CITY has authorized GUC to enter into.
5. That the CITY will provide notice to the COUNTY of any annexation, located within the COUNTY's planning jurisdiction, approved by the CITY and the effective date of the annexation. The CITY shall establish the effective date of the approval of a subdivision plat, site plan, or other development approval by the CITY for property located within the annexation area as being on or after the effective date of annexation.
6. All notices, approvals, consents, or requests required or permitted to be given under this Memorandum of Understanding shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

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

COUNTY:
County Manager
Pitt County
1717 W. Fifth Street
Greenville, NC 27834

GUC:
General Manager/CEO
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835

or to such other addresses as a party shall subsequently designate for itself by notice given in accordance with this section.

7. That this Memorandum of Understanding may be terminated at any time by any of the parties upon the provision of at least sixty (60) days written notice prior to the effective date of termination to the other parties.

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

CITY OF GREENVILLE

BY: _____
Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM

David A. Holec, City Attorney

PITT COUNTY

BY: _____
Beth Ward, Chair
Pitt County Board of Commissioners

ATTEST:

Kimberly Hines, Clerk to the Board

APPROVED AS TO FORM

Janis Gallagher, County Attorney

GREENVILLE UTILITIES COMMISSION

BY: _____
Don Mills, Chairman

ATTEST:

Joel Butler, Secretary

APPROVED AS TO FORM

Phillip R. Dixon, General Counsel



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: 2017 Schedule of City Council Meetings

Explanation: **Abstract:** A proposed schedule for 2017 City Council meetings listing the dates of meetings in accordance with Section 2-1-11 of the Greenville City Code, adjusted for City-observed holidays and other known conflicts, is presented for City Council consideration.

Explanation: A proposed schedule for 2017 City Council meetings has been prepared in accordance with Section 2-1-11 of the Greenville City Code and incorporating recommended adjustments for known conflicts. Potential conflicts are noted and explained below:

- **March 6 and 9-** These meetings are in conflict with ECU's Spring Break, which is March 5-12. The usual adjustment would be to move the meetings to the following week - March 13 and 16 - but those dates would be in conflict with the NLC Congressional City Conference in Washington, DC, which is March 11-16.
- **October 23-** This meeting is in conflict with the ICMA Annual Conference in San Antonio, TX, which is October 22-25. Recommendation is to cancel this meeting as the City Council has not had more than two meetings in October since 2008.

The proposed schedule for 2017 does not conflict with many other events that have been a problem in previous years. These include:

- US Conference of Mayors in Washington, DC - January 17-19
- NCCMA Annual Conference in Concord, NC - June 21-24
- NLC City Summit in Charlotte, NC - November 15-18

The Eastern Carolina Vocational Center annual banquet is held on a Thursday evening in early October. The 2017 date was not known at the time of agenda submission, but based on previous years, it is anticipated to be October 5 and therefore not in conflict with the proposed City Council meeting schedule.

The date of the NCLM Annual Conference is also not yet known. Based on prior years, it is anticipated to be October 22-24, in which case it would conflict with the proposed October 23 meeting date.

Fiscal Note: There is no direct cost to the City.

Recommendation: Review options for the proposed 2017 Schedule of City Council meetings, amend as necessary, and consider for adoption.

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

Attachments / click to download

[2017 Schedule of City Council Meetings 1035774](#)



CITY OF GREENVILLE

2017 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers unless otherwise noted)

January 9 - 6:00 PM
January 12 - 6:00 PM
January 27 - 4:30 PM - (Planning Session, City Hall Gallery/Conf. Room 337)
January 28 - 8:30 AM - (Planning Session, City Hall Gallery/Conf. Room 337)

February 6 - 6:00 PM
February 9 - 6:00 PM
February 20 - 6:00 PM

March 6 - 6:00 PM.....ECU Spring Break is March 5-12; NLC Congressional City Conference is March 11-16
March 9 - 6:00 PM.....ECU Spring Break is March 5-12; NLC Congressional City Conference is March 11-16
March 20 - 6:00 PM

April 10 - 6:00 PM
April 13 - 6:00 PM
April 24 - 6:00 PM - (Joint City/GUC meeting, GUC Board Room)

May 8 - 6:00 PM
May 11 - 6:00 PM
May 22 - 6:00 PM

June 5 - 6:00 PM
June 8 - 6:00 PM
June 19 - 6:00 PM

August 7 - 6:00 PM
August 10 - 6:00 PM
August 21 - 6:00 PM

September 11 - 6:00 PM
September 14 - 6:00 PM
September 25 - 6:00 PM (Joint City/GUC meeting, GUC Board Room)

October 9 - 6:00 PM
October 12 - 6:00 PM
October 23 - 6:00 PM...ICMA Annual Conference is October 22-25, NCLM Annual Conference *may* be October 22-24

November 6 - 6:00 PM
November 9 - 6:00 PM
November 20 - 6:00 PM

December 11 - 6:00 PM (Post-Election Organizational Meeting)
December 14 - 6:00 PM



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Fiscal Year 2017-2018 Budget Schedule

Explanation: **Abstract:** City Council is asked to review and approve the budget schedule for Fiscal Year 2017-2018.

Explanation: Attached is the proposed budget schedule for Fiscal Year 2017-2018. The schedule sets a work plan for the Fiscal Year 2017-2018 Operating Plan that was adopted as part of the biennial budget to be reviewed, updated, and presented to City Council. This process will result in the adoption of the Fiscal Year 2017-2018 Budget.

Fiscal Note: No cost to adopt the budget schedule.

Recommendation: Approve the proposed Fiscal Year 2017-2018 budget schedule.

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

Attachments / click to download

 [2017_18_Budget_Calender_1035986](#)

City of Greenville, North Carolina
Proposed Budget Schedule
Fiscal Year 2017-18

DRAFT

Thursday	September 8, 2016	Budget Schedule presented to City Council
Friday & Saturday	January 27-28, 2017	City Council Planning Session
Monday	April 10, 2017	City Council Budget Preview
Thursday	April 13, 2017	City Council discussion of Proposed City budget (optional)
Monday	April 24, 2017	Joint City Council-Greenville Utilities Commission Meeting
Wednesday	May 3, 2017	Proposed City, GUC, SML and CVA budgets distributed to City Council
Monday	May 8, 2017	Proposed City budget presented to Council
Thursday	May 11, 2017	Proposed GUC, SML and CVA budgets presented to City Council
Friday	May 19, 2017	Public display of balanced budgets prior to the Public Hearing
Monday	May 22, 2017	City Council discussion of Proposed City budget (optional)
Monday	June 5, 2017	Public Hearing- Fiscal Year 2017-18 Budget
Thursday	June 8, 2017	Adoption of the Fiscal Year 2017-18 Budget



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Discussion of the 2016 Citizens Survey

Explanation: **Abstract:** Staff will provide information on the plans for the 2016 Citizens Survey to be conducted by the ETC Institute.

Explanation: The 2016 Citizens Survey will be conducted by the ETC Institute, one of the nation's leading community-based market research firms. A final draft of the survey will be completed by September 16 and distributed to citizens by October 1. The administration of the survey is expected to be completed by mid November, and the results and analysis will be provided by the first of the year. Surveys will be administered by mail, phone, and the Internet to maximize the overall level of response.

The ETC Institute also administered Greenville's Citizen Survey in 2013. The utilization of the same company for this year's survey is beneficial in a few ways. First, the demographics of the survey sample will once again be representative of the actual demographics of the city's population. Most questions are also structured the same so changes in public opinion are more evident. The Institute's unique mapping feature also allows the City to view small area changes and concerns of individual communities. Additionally, the survey includes a benchmarking component to help the City better interpret what the results mean and where it stands in relation to other peer cities. ETC has a broad range of cities to compare, including 850 nationwide and dozens in North Carolina including Wilmington, Raleigh, Durham, Fayetteville, Chapel Hill, and High Point, all of which have universities.

A draft of this year's survey is included. Updates and changes for this year are in red.


Fiscal Note: The 2016 Citizens Survey will cost \$21,060. Funds are included in the City Manager's Office Public Information budget.

Recommendation: Approve the 2016 Citizens Survey and process.

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

Attachments / click to download

 [2013 Citizens Survey Executive Summary](#)

 [Final_Greenville_2016_Survey_Draft_1036112](#)

2016 Community Survey (DRAFT)

Please take a few minutes to complete this survey. Your input is an important part of the City's ongoing effort to identify ways to improve the quality of city services. If you have questions, please contact Communications Manager Brock Letchworth at 252-329-4131.



1. Major categories of services provided by the City of Greenville are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of customer service provided by City employees	5	4	3	2	1	9
B.	Overall quality of the City's recreation and parks programs and facilities	5	4	3	2	1	9
C.	Overall maintenance of City streets and sidewalks	5	4	3	2	1	9
D.	Overall quality of Fire/EMS services	5	4	3	2	1	9
E.	Overall efforts by the City to enforce codes and ordinances	5	4	3	2	1	9
F.	Overall quality of Police services	5	4	3	2	1	9
G.	Overall effectiveness of City communication with the public	5	4	3	2	1	9
H.	Overall management of traffic flow on City streets	5	4	3	2	1	9
I.	Overall management of stormwater runoff / drainage by the City	5	4	3	2	1	9
J.	Overall quality of trash, recycling, and yard waste collection services	5	4	3	2	1	9

2. Which THREE of the major categories of City services listed above do you think are most important for the City to provide? [Write in the letters below using the letters from the list in Question 1 above.]

1st. _____ 2nd. _____ 3rd. _____

3. Items that may influence your perception of the City of Greenville are listed below. Please rate each item on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How Satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Overall quality of services provided by the City	5	4	3	2	1	9
B.	Appearance of the City	5	4	3	2	1	9
C.	How well the City is planning for growth	5	4	3	2	1	9
D.	Overall quality of life in the City	5	4	3	2	1	9
E.	Availability of job opportunities	5	4	3	2	1	9
F.	Overall value you receive for City taxes and fees	5	4	3	2	1	9

4. Public Safety Services. Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please rate your satisfaction with each of the following items:

How Satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. City efforts to prevent crimes	5	4	3	2	1	9
B. Enforcement of local traffic laws	5	4	3	2	1	9
C. How quickly police respond to emergencies	5	4	3	2	1	9
D. The frequency that police officers patrol your neighborhood	5	4	3	2	1	9
E. City efforts to prevent fires	5	4	3	2	1	9
F. Enforcement of fire codes	5	4	3	2	1	9
G. Provision of EMS services	5	4	3	2	1	9

5. Which TWO of the public safety services listed above do you think are most important for the City to provide? [Write in the letters below using the letters from the list in Question 4 above.]

1st. ____ 2nd. ____

6. Perceptions of Safety. Using a scale of 1 to 5, where 5 means “Very Safe” and 1 means “Very Unsafe,” please indicate how safe you feel in the following situations:

How safe do you feel:	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
A. In the Uptown business district during the day	5	4	3	2	1	9
B. In the Uptown business district at night	5	4	3	2	1	9
C. In City parks and greenways	5	4	3	2	1	9
D. In all shopping areas	5	4	3	2	1	9
E. In your neighborhood during the day	5	4	3	2	1	9
F. In your neighborhood at night	5	4	3	2	1	9

7. Recreation and Parks. Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please rate your satisfaction with each of the following items:

How Satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Maintenance and appearance of existing City parks	5	4	3	2	1	9
B. Number of City parks	5	4	3	2	1	9
C. Walking / biking trails in the City	5	4	3	2	1	9
D. City recreation centers	5	4	3	2	1	9
E. City swimming pools	5	4	3	2	1	9
F. City golf course	5	4	3	2	1	9
G. Quality of outdoor athletic facilities (e.g., baseball, tennis, soccer, etc.)	5	4	3	2	1	9
H. Quality of City recreation programs and classes	5	4	3	2	1	9
I. Variety of recreation programs and classes offered by the City	5	4	3	2	1	9

8. Which TWO of the recreation and parks items listed above do you think are most important for the City to provide? [Write in the letters below using the letters from the list in Question 7 above.]

1st. ____ 2nd. ____

9. Communication. Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please rate your satisfaction with each of the following items:

How Satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. The availability of information about City programs and services	5	4	3	2	1	9
B. City efforts to keep residents informed about local issues	5	4	3	2	1	9
C. The level of public involvement in City decision-making	5	4	3	2	1	9
D. The quality of the City's cable television channel (GTV-9)	5	4	3	2	1	9
E. Usefulness of the information that is available on the City's website	5	4	3	2	1	9
F.. Ease of use of the City's website	5	4	3	2	1	9

10. From which of the following sources do you currently get information about the City of Greenville? (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> (1) City e-newsletter | <input type="checkbox"/> (6) City website |
| <input type="checkbox"/> (2) Local newspapers | <input type="checkbox"/> (7) City cable channel (GTV-9) |
| <input type="checkbox"/> (3) Local radio | <input type="checkbox"/> (8) Calling the City |
| <input type="checkbox"/> (4) Local television news | <input type="checkbox"/> (9) Other: _____ |
| <input type="checkbox"/> (5) Social networking sites (Facebook, Twitter) | |

11. From which of the following sources would you prefer to get information about the City of Greenville? (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> (1) City e-newsletter | <input type="checkbox"/> (6) City website |
| <input type="checkbox"/> (2) Local newspapers | <input type="checkbox"/> (7) City cable channel (GTV-9) |
| <input type="checkbox"/> (3) Local radio | <input type="checkbox"/> (8) Calling the City |
| <input type="checkbox"/> (4) Local television news | <input type="checkbox"/> (9) Other: _____ |
| <input type="checkbox"/> (5) Social networking sites (Facebook, Twitter) | |

12. Maintenance. Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please rate your satisfaction with each of the following items:

How Satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Maintenance of major City streets	5	4	3	2	1	9
B. Maintenance of streets in YOUR neighborhood	5	4	3	2	1	9
C. How quickly street repairs are made	5	4	3	2	1	9
D. Condition of street signs and traffic signals	5	4	3	2	1	9
E. Timing of traffic signals in the City	5	4	3	2	1	9
F. Mowing and tree trimming along City streets and other public areas	5	4	3	2	1	9
G. Adequacy of City street lighting	5	4	3	2	1	9
H. Cleanliness of City streets and other public areas	5	4	3	2	1	9
I. Cleanliness of stormwater drains	5	4	3	2	1	9
J. Maintenance of City sidewalks in your neighborhood	5	4	3	2	1	9

13. Which TWO of the maintenance items listed above do you think are most important for the City to provide? [Write in the letters using the letters from the list in Question 12 above.] 1st ____ 2nd ____

14. Code Enforcement. Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please rate your satisfaction with each of the following items:

How Satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Enforcement of the clean up of junk and debris on private property	5	4	3	2	1	9
B. Enforcement of mowing and cutting of weeds & grass on private property	5	4	3	2	1	9
C. Enforcement of exterior maintenance of residential property	5	4	3	2	1	9
D. Enforcement of exterior maintenance of commercial/business property	5	4	3	2	1	9
E. Enforcement of sign regulations	5	4	3	2	1	9
F. City efforts to remove abandoned or inoperative vehicles	5	4	3	2	1	9

15. Which TWO of the code enforcement items listed above do you think are most important for the City to provide? [Write in the letters below using the letters from the list in Question 14 above.]

1st. _____ 2nd. _____

16. Have you contacted the City of Greenville during the past year?

___(1) Yes [answer Question 16a-f] ___(2) No [go to Question 17]

16a. [Only if “YES” to Question 16] Which City Department or function did you contact most often?

- | | |
|--|----------------------------|
| ___(01) City Manager/City Council | ___(07) Stormwater |
| ___(02) Fire/EMS | ___(08) Street Maintenance |
| ___(03) Recreation and Parks | ___(09) Code Enforcement |
| ___(04) Community Development | ___(10) Animal Control |
| ___(05) Police | ___(12) Parking |
| ___(06) Sanitation (garbage, recycling, yard waste, mosquitos) | ___(13) Human Resources |
| | ___(14) Other: _____ |

16b-f. [Only if “YES” to Question 16] Using a 5-point scale, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please rate your satisfaction with the City employees in the department you selected in Q16a with regard to the following:

How Satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
B. How easy they were to contact	5	4	3	2	1	9
C. The way you were treated	5	4	3	2	1	9
D. The accuracy of the information and the assistance you were given	5	4	3	2	1	9
E. How quickly City staff responded to your request	5	4	3	2	1	9
F. How well your issue was handled	5	4	3	2	1	9

17. City Public Services. Using a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied,” please rate your satisfaction with each of the following items:

How Satisfied are you with:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A. Residential trash collection services	5	4	3	2	1	9
B. Curbside recycling services	5	4	3	2	1	9
C. Bulky item pick up/removal services (old furniture, appliances, etc.)	5	4	3	2	1	9
D. Yard waste collection services	5	4	3	2	1	9

18. Several services provided by the City of Greenville are listed below. For each one, please indicate if you used the service during the past 12 months.

During the past 12 months have you:		YES	NO	Don't Know
A.	Used public transit services supported by the City (i.e. GREAT bus)	1	2	9
B.	Participated in recreation programs offered by the City	1	2	9
C.	Visited City recreation centers	1	2	9
D.	Visited a neighborhood or City park	1	2	9
E.	Used Fire/EMS services	1	2	9
F.	Called Code Enforcement	1	2	9
G.	Called or visited the Police Department	1	2	9
H.	Visited the City's website	1	2	9
I.	Read the City's e-newsletter	1	2	9
J.	Watched the City's cable television channel (GTV-9)	1	2	9
K.	Watched a video on the City website/ You Tube	1	2	9

19. Transportation and Other Issues. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following items:

How satisfied are you with:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Adequacy of public parking in Uptown Greenville (downtown)	5	4	3	2	1	9
B.	Availability of public transportation/GREAT Bus services in Greenville	5	4	3	2	1	9
C.	Ease of travel by car in the City	5	4	3	2	1	9
D.	Ease of walking in the City	5	4	3	2	1	9
E.	Ease of biking in the City	5	4	3	2	1	9
F.	Opportunities to attend cultural activities in Greenville	5	4	3	2	1	9
G.	Availability of affordable housing/ home ownership in Greenville	5	4	3	2	1	9

20. Capital Improvement Priorities. Major investments that are being made by the City are listed below. Using a scale of 1 to 5, where 5 means "Extremely Important" and 1 means "Not Important At All," please indicate how important you think it is for the City to continue to invest in the following projects:

How Important is it for the City to continue to invest in the following projects?		Extremely Important	Very Important	Important	Not Very Important	Not Important At All	Don't Know
A.	Upgrades or additions to public facilities (i.e., public buildings, parking lots/ garage , stormwater/drainage facilities, etc.)	5	4	3	2	1	9
B.	Improvements to parks, open space, and greenways.	5	4	3	2	1	9
C.	Improvements to Police and Fire/EMS facilities	5	4	3	2	1	9
D.	Improvements to the city's streets and sidewalks, bike lanes, and street lighting.	5	4	3	2	1	9
E.	Improvements to arts/cultural facilities	5	4	3	2	1	9
F.	Availability of affordable housing	5	4	3	2	1	9
G.	Uptown (downtown) improvements	5	4	3	2	1	9

H.	Town Common/Tar River front improvements	5	4	3	2	1	9
I.	Improvements to public transit (GREAT) bus system	5	4	3	2	1	9

21. Which TWO of the capital improvements listed in for Question 20 would you be most willing to pay an increase in taxes to support? [Write in the letters below using the letters from the list in Question 20.] Circle "NONE" if you would not be willing to support an increase.]

1st _____ 2nd _____ NONE

22. Additional Revenues. Using a scale of 1 to 5, where 5 means "Very Willing" and 1 means "Not Willing At All," please indicate how willing you would be to support a bond referendum (citizen vote to support the City borrowing money for capital improvements) or additional funding that would:

How willing would you be to support a bond referendum or additional funding that would do the following:		Very Willing	Willing	Not Sure	Not Willing	Not Willing At All
A.	Upgrade public facilities (i.e., public buildings, parking lots/garages, stormwater/drainage facilities, etc.)	5	4	3	2	1
B.	Improvements to parks, open spaces and greenways	5	4	3	2	1
C.	Improvements to Police and Fire/EMS facilities	5	4	3	2	1
D.	Improvement to the city's streets, sidewalks, bike lanes, and street lighting.	5	4	3	2	1
E.	Improvements to arts/cultural facilities	5	4	3	2	1
F.	Availability of affordable housing	5	4	3	2	1
G.	Uptown(downtown) improvements	5	4	3	2	1
H.	Provide Town Common/Tar River front improvements	5	4	3	2	1
I.	Improvements to public transit (GREAT) bus system	5	4	3	2	1

23. Funding for City Services. Using a scale of 1 to 5 where 5 means "spend much more" and 1 means "spend much less," please indicate what you think about the City's current level of funding for each of the City services listed below:

How should the City's current level of funding change for the following services:		Spend Much More	Spend More	Spend About the Same	Spend Less	Spend Much Less
A.	Upgrade public facilities (i.e., public buildings, parking lots/garages, stormwater/drainage facilities, etc.)	5	4	3	2	1
B.	Improvements to parks, open spaces and greenways	5	4	3	2	1
C.	Improvements to Police and Fire/EMS facilities	5	4	3	2	1
D.	Improvement to the city's streets, sidewalks, lanes, and street lighting.	5	4	3	2	1
E.	Improvements to arts/cultural facilities	5	4	3	2	1
F.	Availability of affordable housing	5	4	3	2	1
G.	Uptown (downtown) improvements	5	4	3	2	1
H.	Town Common/Tar River front improvements	5	4	3	2	1

I.	Improvements to public transit (GREAT) bus system	5	4	3	2	1
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24. Strategic Planning. The City's major focus areas are listed below. Using a scale of 1 to 5, where 5 means "Extremely Important" and 1 means "Not Important At All," please indicate how important each of the City's focus areas are to you:

Major focus areas for the City of Greenville		Extremely Important	Very Important	Important	Not Very Important	Not Important At All
A.	Economic development (business development and jobs)	5	4	3	2	1
B.	Infrastructure (streets & sidewalks, stormwater /drainage, street lighting, etc.)	5	4	3	2	1
C.	Neighborhood Preservation (affordable housing, code enforcement, etc.)	5	4	3	2	1
D.	Recreation and Parks / Greenways	5	4	3	2	1
E.	Public Safety (Police, Fire/EMS)	5	4	3	2	1
F.	Public transit (GREAT) Bus System	5	4	3	2	1
G.	Fiscal Responsibility	5	4	3	2	1
H.	Environmental Stewardship	5	4	3	2	1
I.	Art and Cultural entertainment amenities	5	4	3	2	1

25. Overall Ratings of the City. Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate the City of Greenville with regard to the following:

How would you rate the City of Greenville:	Excellent	Good	Neutral	Below Average	Poor	Don't Know
A. As a place to live	5	4	3	2	1	9
B. As a place to raise children	5	4	3	2	1	9
C. As a place to work or build a business	5	4	3	2	1	9
D. As a place to retire	5	4	3	2	1	9
E. As a place to visit	5	4	3	2	1	9
F. As a place to be a college student	5	4	3	2	1	9

26. Approximately how many years have you lived in Greenville?

- (1) Less than 5 years (3) 11-20 years
 (2) 5-10 years (4) More than 20 years

27. What is your age?

- (1) Under 25 years (5) 55-64 years
 (2) 25-34 years (6) 65-74 years
 (3) 35-44 years (7) 75+ years
 (4) 45-54 years

28. Have you been a victim of a crime in the City of Greenville during the past year?

- (1) Yes If yes, what type of Crime: _____
 (2) No

29. What is your gender?

- (1) Male
 (2) Female

30. Have you visited Uptown Greenville (downtown) during the past year?

(1) Yes

If yes, why?

Events Dining Bars Sports Business Church GUC Other

(2) No

31. Which of the following best describes your race/ethnicity? (check all that apply)

(1) Asian/Pacific Islander

(4) Black/African American

(2) White/Caucasian

(5) Hispanic/Latino/Spanish

(3) American Indian/Eskimo

(6) Other: _____

32. Would you say your total annual household income is:

(1) Under \$30,000

(3) \$60,000 to \$99,999

(2) \$30,000 to \$59,999

(4) \$100,000 or more

This concludes the survey. Thank you for your time!

Please Return Your Completed Survey in the Enclosed Postage Paid Envelope Addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information show to the right will ONLY be used to help identify which areas of the City are having difficulty with City services. If your address is not correct, please provide the correct information. Thank you.

Section 1 Executive Summary



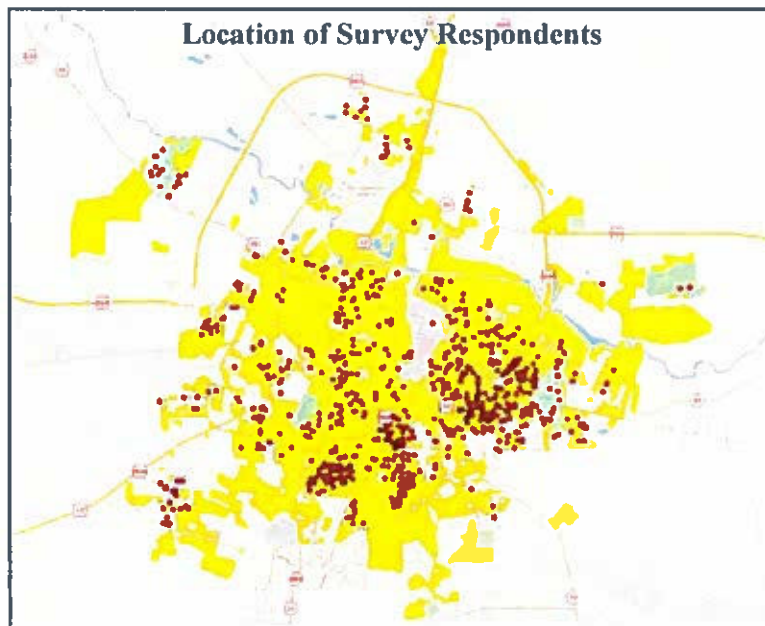
City of Greenville 2013 Citizen Survey Executive Summary Report

Survey Methodology

ETC Institute conducted a Citizen Survey on behalf of the City of Greenville in the winter of 2013-2014. The purpose of the survey was to gather information about City priorities and the quality of City programs and services. The survey was designed to obtain statistically valid results from households throughout the City of Greenville. The survey was administered by a combination of mail, phone, and online.

ETC Institute worked extensively with City of Greenville officials in the development of the survey questionnaire. This work allowed the survey to be tailored to issues of strategic importance to effectively plan the future system.

A seven-page survey was mailed to a random sample of 6,000 households throughout the City of Greenville. Approximately three days after the surveys were mailed each household that received a survey also received an automated voice message encouraging them to complete the survey. In addition, about two weeks after the surveys were mailed ETC Institute began contacting households by phone. Those who indicated they had not returned the survey were given the option of completing it by phone. The map to the right shows the physical distribution of survey respondents based on the location of their home.



The goal was to obtain a total of at least 800 completed surveys. This goal was accomplished, with a total of 843 surveys having been completed. The level of confidence is 95% with a margin of error of +/-3.4%. The results that are presented in this report were weighted by race/ethnicity and age to ensure the demographics of the survey sample are comparable to the actual demographics of the City's population.

City of Greenville 2013 Citizen Survey

This report contains:

- a summary of major survey findings
- charts and graphs showing the results of each question on the survey
- importance-satisfaction analysis
- benchmarking analysis
- GIS maps
- cross-tabular data showing a breakdown of survey results for various demographic questions
- tabular data that shows the results for each question on the survey
- a copy of the survey instrument

Major Survey Findings

- **Overall Satisfaction with Major City Services.** Eighty-six percent (86%) of respondents were “very satisfied” or “somewhat satisfied” with the overall quality of Fire/EMS services. There are three other major city services that over two-thirds of respondents are “very satisfied” or “somewhat satisfied” with: quality of trash, recycling, yard waste collection (78%), quality of customer service provided by the City (70%), and the quality of the City recreation and park programs and facilities (68%).
- **Major City Services That Are Most Important for the City to Provide.** Based on the sum of their top three choices, the major city services that respondents feel are most important for the City to provide are: overall quality of Police services (67%), overall quality of Fire/EMS services (42%), and the overall management of traffic flow on City streets (32%).
- **Satisfaction with Items That May Influence Perceptions of the City.** Sixty-six percent (66%) of respondents were “very satisfied” or “somewhat satisfied” with overall quality of services provided by the City. Fifty percent (50%) of respondents were “very satisfied” or “somewhat satisfied” with the overall quality of life in the City, and 50% are “very satisfied” or “somewhat satisfied” with the appearance of the City.
- **Satisfaction with Aspects of Public Safety.** Seventy-three percent (73%) of respondents were “very satisfied” or “somewhat satisfied” with the provision of EMS services, and 61% are “very satisfied” or “somewhat satisfied” with City efforts to prevent fires.

City of Greenville 2013 Citizen Survey

- **Aspects of Public Safety That Are Most Important for the City to Provide.** Based on the sum of their top two choices, the aspects of public safety that respondents feel are most important for the City to provide are: City efforts to prevent crimes (67%) and how quickly police respond to emergencies (49%).
- **Level of Safety.** Seventy-nine percent (79%) of respondents feel “very safe” or “safe” in their neighborhood during the day, and 69% feel “very safe” or “safe” in the Uptown business district (downtown) during the day.
- **Satisfaction with Aspects of Recreation and Parks.** Seventy-five percent (75%) of respondents were “very satisfied” or “somewhat satisfied” with the maintenance and appearance of existing City parks. Sixty-three percent (63%) of respondents were “very satisfied” or “somewhat satisfied” with the number of City parks, 58% are “very satisfied” or “somewhat satisfied” with the quality of City recreation programs and classes, and 58% are “very satisfied” or “somewhat satisfied” with the quality of outdoor athletic facilities.
- **Aspects of Recreation and Parks That Are Most Important for the City to Provide.** Based on the sum of their top two choices, the aspects of recreation and parks that respondents feel are most important for the City to provide are: maintenance and appearance of existing City parks (40%), walking/biking trails in the City (30%), and variety of recreation programs and classes offered (23%).
- **Satisfaction with Aspects of City Communication.** Fifty-three percent (53%) of respondents were “very satisfied” or “somewhat satisfied” with the quality of the City’s cable television channel, 51% were “very satisfied” or “somewhat satisfied” with the availability of information about City programs and services, and 51% are “very satisfied” or “somewhat satisfied” with the usefulness of the information available on the City’s website.
- **Ways Residents Currently Get Information About the City.** The most frequently mentioned ways that respondents *currently* get information about the City of Greenville are: local television news (81%), local newspaper (69%), City cable channel (40%), and local radio (37%).
- **Ways Residents Would Prefer to Get Information About the City.** The most frequently mentioned ways that respondents would *prefer* to get information about the City of Greenville are: local television news (65%), local newspaper (57%), City cable channel (32%), local radio (32%), and City e-newsletter (32%).

City of Greenville 2013 Citizen Survey

- **Satisfaction with Aspects of City Maintenance.** Sixty-five percent (65%) of respondents were “very satisfied” or “somewhat satisfied” with the condition of street signs and traffic signals. There are two other aspects of city maintenance that over 50% of respondents are “very satisfied” or “somewhat satisfied” with: mow and trim trees along City streets & public areas (60%) and the maintenance of streets in your neighborhood (53%).
- **Aspects of City Maintenance That Are Most Important for the City to Provide.** Based on the sum of their top two choices, the aspects of city maintenance that respondents feel are most important for the City to provide are: maintenance of major city streets (48%), timing of traffic signals in the City (26%), and how quickly street repairs are made (23%).
- **Satisfaction with Aspects of City Code Enforcement.** Forty-six percent (46%) of respondents were “very satisfied” or “somewhat satisfied” with the effort to remove abandoned or inoperative vehicles and 46% were “very satisfied” or “somewhat satisfied” with the enforcement of sign regulations.
- **Aspects of Code Enforcement That Are Most Important for the City to Provide.** Based on the sum of their top two choices, the aspects of code enforcement that respondents feel are most important for the City to provide are: enforce junk/debris cleanup on private property (57%), and enforce mowing and cutting of weeds and grass on private property (36%).
- **Contacting the City.** Fifty percent (50%) of respondents have contacted the City of during the past year. Of those who contacted the City in the past year, 52% contacted the sanitation department, and 34% contacted the police.
- **Satisfaction with City Employees Contacted Most Recently.** Of the 50% of respondents that have contacted the City during the past year, 78% were “very satisfied” or “somewhat satisfied” with how easy the City was to contact, and 74% were “very satisfied” or “somewhat satisfied” with the way they were treated.
- **Satisfaction with Aspects of Public Services.** Eighty-six percent (86%) of respondents were “very satisfied” or “somewhat satisfied” residential trash collection services, and 81% were “very satisfied” or “somewhat satisfied” with curbside recycling services.
- **City Services Used in the Past 12 Months.** The City services that the highest percentage of respondents have used in the past 12 months are: visited a

City of Greenville 2013 Citizen Survey

neighborhood or City park (75%), watched the City's cable television channel (66%), visited City recreation centers (54%), and visited the City's website (49%).

- **Satisfaction with Aspects of Transportation.** Fifty percent (50%) of respondents were "very satisfied" or "somewhat satisfied" with the ease of travel by car in the City, and 45% were "very satisfied" or "somewhat satisfied" with opportunities to attend cultural activities.
- **Importance of the City Continuing to Invest in Projects.** Seventy percent (70%) of respondents feel it's "extremely important" or "very important" to continue making improvements to the City's streets and sidewalks, and 70% feel it's "extremely important" or "somewhat important" to continue making improvements to Police and Fire/EMS facilities.
- **City Improvement Projects That Respondents Are Most Willing to Pay a Tax Increase to Support.** Based on the sum of their top two choices, the capital improvement projects that respondents are most willing to pay an increase in taxes to support are: improvements to Police and Fire/EMS facilities (33%), upgrades to public facilities (22%), and improvements to the city's streets and sidewalks (22%).
- **Willingness to Support a Bond Referendum or Additional Funding.** Sixty-four percent (64%) of respondents are "very willing" or "somewhat willing" to support a bond referendum or additional funding to improve maintenance of streets and sidewalks, and 60% are "very willing" or "somewhat willing" to support a bond referendum or additional funding to improve Police and Fire/EMS facilities.
- **Level of Funding for City Services.** Sixty-four percent (64%) of respondents feel the City should "spend much more" or "spend more" on police services, and 61% feel the City should "spend much more" or "spend more" on the maintenance of streets and sidewalks.
- **Importance of Various Focus Areas for the City of Greenville.** Eighty-seven percent (87%) of respondents feel it's "extremely important" or "very important" for the City to focus on public safety, 79% feel it's "extremely important" or "very important" for the City to focus on economic development, and 69% feel it's "very important" or "somewhat important" for the City to focus on infrastructure.
- **Rating the City as Place to Live, Work and Raise Children.** Seventy-five percent (75%) of respondents feel the City of Greenville is an "excellent" or "good" place to live, and 64% feel the City of Greenville is an "excellent" or "good" place to raise children.



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Discussion of a Bike Sharing Program

Explanation: **Abstract:** Councilmember Godley requested an item be placed on the City Council agenda to discuss the potential of a Bike Sharing Program for the City of Greenville.

Explanation: Bike sharing is an innovative transportation program ideal for short distance point-to-point trips providing users the ability to pick up a bicycle at any self-service bike station and return it to any bike station located within the system's service area. The type of program is usually combined with public transit for short distance trips.

Examples of community goals for bike share programs include: promoting healthy living; increasing bicycling visibility; integrating with transit network, promoting financial sustainability; and increasing access for underserved communities.

Typically, local jurisdictions are engaged in the funding, managing, administering, and/or permitting of bike share implementation practices.

Fiscal Note: No direct cost for discussion of this item.

Recommendation: Presentation of Bike Sharing Program

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Discussion of appointment to Pitt County Animal Control Advisory Board

Explanation: **Abstract:** Mayor Pro-Tem Kandie Smith requested an item be added to the September agenda to discuss if there is any interest in a City Council Member having a seat on the Pitt County Animal Control Advisory Board since a large portion of the animals are from the City of Greenville.

Explanation: The Pitt County Animal Control Advisory Board consists of 10 members appointed by the Pitt County Commissioners. One member is a veterinarian, one member is a County Commissioner, and the remaining members are non-specified. The Board meets on the fourth Wednesday of every other month at 5:30 p.m. The Advisory Board's purpose is as follows:

- To advise the County Staff and Board of Commissioners concerning animal shelter operation and animal control policies in general.
- To recommend schedules and changes thereto for the services provided.
- To recommend and document operational procedures and changes thereto to the staff and/or Pitt County Board of Commissioners.
- To advise the staff and the Pitt County Board of Commissioners regarding the development, design, and renovation of new and existing facilities.
- To review and have input to the animal control budget.
- To promote spay and neuter programs and other animal population control programs in the community.
- To organize and promote the solicitation of private funds and in kind contributions to the animal control program.
- To promote the adoption of unwanted animals.

Attached for your information is a copy of the Pitt County Animal Control Advisory Board's Strategic Plan dated 2013. This document provides background on the programs and services of Pitt County Animal Control and the Pitt County Animal Shelter, which you can use as background information on the issues, concerns, and work of this Advisory Board.

Several options, and there may be others, are listed below for Council consideration:

1. Pitt County Board of County Commissioners appoint a member of the City Council to serve a standing appointment as a voting member of the Pitt County Animal Control Advisory Board. This may require an amendment to the Pitt County Advisory Board's appointments policy. Pitt County designates a Commissioner to serve as a voting member of this Board.
2. The City Council recommend (vote on) a member of Council; Pitt County Board of County Commissioners would ratify the appointment of a Council member to serve as a City Council liaison to the Pitt County Animal Control Advisory Board (non-voting). This may require an amendment to the Pitt County Advisory Board's appointments policy.
3. Recommend the City of Greenville require the Police Department's command staff or Animal Protective Services Unit Supervisor or designee to attend the meetings of the Pitt County Animal Control Advisory Board. Such attendance would be non-voting, or the City would secure a permanent appointment of the person in this classification to serve on the Pitt County Animal Control Advisory Board (voting member). This may require an amendment to the Pitt County Advisory Board's appointments policy.
4. Determine not to pursue an appointment or to serve as Council liaison at this time.

Fiscal Note: No direct cost to discuss this issue.

Recommendation: Discuss the options as listed or otherwise determine a recommendation.

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

Attachments / click to download

 [Pitt County Animal Control Advisory Board Report](#)

Pitt County Animal Control Strategic Planning

Winter 2013

Pitt County Animal Control Advisory Board



Preface

First, this document will outline the role of the Pitt County Animal Control Advisory Board (PCACAB). The purpose of PCACAB (*formerly called the Citizens Advisory Committee for Pitt County Animal Control*) was defined many years ago and include the following:

- To advise the County Staff and Board of Commissioners concerning animal shelter operation and animal control policies in general.
- To recommend schedules and changes thereto for the services provided.
- To recommend and document operational procedures and changes thereto to the staff and/or Pitt County Board of Commissioners.
- To advise the staff and the Pitt County Board of Commissioners regarding the development, design, and renovation of new and existing facilities.
- To review and have input to the animal control budget.
- To promote spay and neuter programs and other animal population control programs in the community.
- To organize and promote the solicitation of private funds and in kind contributions to the animal control program.
- To promote the adoption of unwanted animals.

Next, this document was developed to articulate the results of the Pitt County Animal Control Strategic Planning (PCACSP) exercise initiated during the Spring of 2013. The PCACAB unanimously agreed that a PCACSP exercise would be valuable in moving animal care concerns forward in the county.

The purpose of the PCACSP is to address the following questions regarding Pitt County animal control, in general; and the Pitt County Animal Shelter (PCAS), specifically. (Note that *shelter* refers to PCAS in this document.)

The first question is “**What are we Doing?**” It is addressed in Chapter I of this document and the question refers to the current operations of PCAS in regards to the animals that come into the shelter for a resolution of some kind. (Note that, in this document, *animals* refers to cats and dogs.)

The resolutions may include:

- Returning lost animals to their owners;
- Transferring animals to approved animal rescue organizations for adoption;
- Adopting animals into appropriate homes; or
- Euthanasia of animals as appropriate.

Under this question, the care of the animals while in the shelter is also addressed. In 2012, with input from the Pitt County Manager, the Pitt County Animal Control Manager, PCAS shelter staff (hereafter may also be referred to as *staff*), and PCACAB, the PCAS operating policies and procedures were reviewed and revised. The new Pitt County Animal Shelter and Rabies Control: Policies and Procedures (here after referred to as *policies and procedures*) document provides a baseline for how all Pitt County shelter staff and volunteers perform routine shelter duties.

Pitt County Animal Control Advisory Board

PCACAB also adopted specific recommendations from the Shelter Care Guidelines document published in 2010 (See Attachment 2). There will be specific goals addressing the continued adoption of those Guidelines. The first chapter of this document will introduce the various Pitt County Animal Care Resources; provide information about the municipalities that PCAS support; provide general overviews of PCAS staff and management, the facility, and general data collection; and include the intake form.

The next question addressed during the PCACSP is “**How are we Doing It?**” Chapter II of this document provides information regarding NC certification requirements; partners and municipalities relationships; historical intake and disposition data; as well as, estimated costs, historically, for the care of the animals while in the shelter.

This question also looks at the animal intake data that has been collected since 2002 and the articulation of some trends suggested by that data. The data collected include:

- Dog and cat intakes;
- Dog and cat adoptions;
- Dog and cat reclaimations; and
- Dog and cat euthanasia

A number of assessments were initiated through the PCACSP and a summary of the data collected via these assessments will be presented in this Chapter of the PCACSP document. Those assessments include:

- Comments from 3 Public Forums;
- Comments from Pitt County Animal Control Survey;
- Comments from PCAS Staff and Management Surveys; and along with onsite shelter visits.

Lastly, the question, “**What Can We Improve on and How?**” is presented, in Chapter III, via the results of numerous assessments, data collected via the PCAS input form, and careful evaluations of the information presented in the previous 2 chapters.

Chapter III will include the following:

- Defining a “Vision for the Future” for PCAS; and
- Discussion of Immediate, Short, Intermediate, and Long Term Goals for PCAS
 - In this document, *immediate goals recommendations* are those in which the discussion, planning, and implementation of such program (operating policy) shall began during the adoption phase of this document by the PCACAB. In some cases; these recommendations are already in the planning phase, thus the recommendations are merely expansions of the scope of the current operating policies.
 - *Short, Intermediate, and Long-Term goals recommendations* shall be in the discussion, planning, and implementation phases in 1-2 years, 2-5 years, and 5-10 years, respectively.

In order for any goal to be fully obtained, there are critical phases that the process must go *through* (See Table 7).

1. The first phase is the **Discussion** phase. It is in this phase that the need for the goal is identified and appropriate dialogue with County and other experts associated with the concepts that the particular action involves is initiated. Sometimes before an action can be planned an **Options Paper** is developed. This document identifies all of the possible directions that may be taken in order to arrive at the result that the Action is designed to achieve. It includes cost/benefits analyses and any other appropriate contingencies. The Options Paper is designed to bring everyone up to speed on the issues associated with the particular Action. Very few goals have implementation actions without prior discussion, except those that are currently defined as “on going” (See Table 7).
2. The next phase is the **Action** planning. In this stage, all of the critical entities are defined and their specific roles and responsibilities are laid out and accepted by the critical entities.
3. The **Implementation** phase is next and it follows the direction put forth in the planning phase. There may be adjustments made due to special circumstances (i.e., critical entity no longer available). In most cases, these nuances may have been discussed and contingency plans developed.
4. **Measures of Progress/Success** process is an evaluation that is scheduled and conducted to determine if the goal is still obtainable, progressing as scheduled (i.e., earlier or later implementation), and next steps determined to mitigate any special circumstances.

After the assessments were conducted and reviewed, PCACAB adopted a “Vision for Future Operations of PCAS”. That vision is:

The Pitt County Animal Shelter will act as the county leader in addressing animal control by:

- ❖ *Advocating for PCAS to have adequate personnel and funding to continue meeting North Carolina required guidelines for certification;*
- ❖ *Coordinating with all partners, including municipalities within the county, in addressing animal care issues and providing general information sharing opportunities; and*
- ❖ *Continuing to educate county residents about animal control concerns and solicit public feedback where appropriate.*

Immediate Goals (Now)

- Continue meeting NC Code
- Hire 3 FTEs and 1 part time FTE
- Develop Communication Strategy
- Discuss the establishment of Pitt County Leash Law (here after referred to as *Animal Containment Ordinance*);
- Centralized County lost pets site
- Discuss policy for working alone at PCAS

Short Term Goals (1 – 2 years)

- Continue meeting NC Code
- Implement Community Strategy
- Develop Action Plan for Animal Containment Ordinance

Pitt County Animal Control Advisory Board

- Hire 1 FTE for shelter and field operations
- Implement volunteer recruitment program
- Develop Action Plan for recommendations from the Shelter Guidelines document
- Develop Action Plan pet registration with fee
- Increase live release rate by 5%
- Reduce euthanasia rate yearly
- Implement owner-surrender by appointment

Intermediate Term Goals (2 – 5 years)

- Continue meeting NC Code
- Continue implementing Community Strategy
- Implement Pitt County Animal Containment Ordinance
- Implement Shelter Guidelines Action Plan
- Implement pet registration
- Continue increase live release rate and
- Reduce euthanasia rate yearly
- Discuss anti-tethering policy
- Discuss banning animals riding uncontained in vehicle

Long Term Goals (5 – 10 years)

- Continue meeting NC Code
- Continue increase live release rate and
- Reduce euthanasia rate yearly
- Discuss anti-tethering policy
- Discuss banning animals riding uncontained in vehicle
- Revisit PCACSP activities

Acknowledgement:

This document was prepared by the Pitt County Animal Control Advisory Board and specifically, the PCAS Strategic Planning Committee during the Summer of 2013. Board members include Linda Mazer- Chair, James (JC) Woodley, Ashley-Nicole Russell, Kelli Williams, Dennis Honeycutt, Melonie Bryan, Ralph Skinner, and Katherine Willis, DVM. The Strategic Planning Committee include; James Woodley-Chair, Linda Mazer, and Ashley-Nicole Russell. Special thanks to Michele Whaley, PCAS Director and Pitt County Commissioner, Tom Coulson.



Pitt County Animal Control Strategic Planning

(Summer 2013)

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Chapter I. What Are We Doing?

Section 1. Introduction

The Pitt County Animal Shelter (PCAS)—located at 4550 County Home Road in Greenville, North Carolina—sits nestled behind a county dumpsite and is conveniently positioned right beside the Spay Today clinic. The shelter serves Pitt County which, according to the 2012 Census Bureau, has an estimated population of 172,554 people with an average household income of approximately \$40,000. The average household contains 2.45 people, 85% of the population has at least a high school education, and 24% of population lives at or below the poverty level. The City of Greenville—the largest municipality within Pitt County—has a population of 87,242 and is one of the fastest growing large cities in the state. Also, within Greenville is a highly recognized medical and general health professional community and two relatively large advanced educational institutions, East Carolina University (ECU)—estimated student population of over 27,000—and Pitt County Community (PCC) College—estimated student population of ~10,000.

This type of environment is vulnerable to potential animals being surrendered, lost, and/or becoming strays because students and young professionals have a tendency to relocate more than the established communities. And often-time, they cannot take their pets with them. On the other hand, this type of environment is ripe for consistent pet adoptions because newcomers to the county often time look for companion animals to become part of their household.

PCAS provides a safe and secure place to house any stray and/or lost animals—delivered to them or picked up in the county—for a specific time prior to the animals being adopted or humanely euthanized. The shelter has cultivated working relationships with other agencies and non-profit animal care organizations (see Table 1) to address animal control issues in the county. The shelter also provides lost and/or stray animal space for the City of Greenville and other municipalities within Pitt County (see Table 2).

Mission

PCAS's Mission is *"To provide services which safeguard public health and safety by supporting the education of our citizens on responsible pet ownership, the protection of our community's animals from cruelty and neglect, and the housing, care, placement or humane resolution for the animals in its care."*

PCAS goals associated with the Mission are:

- ✓ To increase PCAS staff and Pitt County funding in order for PCAS to continue to meet NC certification requirements;
- ✓ To evaluate whether we are protecting Pitt County animals from cruelty and neglect;
- ✓ To explore additional avenues for educational support for Pitt County; To evaluate whether we are protecting Pitt County animals from cruelty and neglect; and
- ✓ PCAS staff is committed to working with the many partners to reduce pet over population and to increase the live release rate by 5% next year and further reductions in future years.

PCAS provide the following services to the county:

- ✓ Animal Care/Control Records/Data
- ✓ Rabies Control,
- ✓ Ordinance Enforcement,
- ✓ Public Information/Education,
- ✓ Complaint/Bite Investigation,
- ✓ Abuse/Neglect Response,
- ✓ Housing of Strays/Lost Animals,
- ✓ Adoption, and
- ✓ Euthanasia.

Education and Outreach:

PCAS utilizes all of the current forms of social media to announce the availability of animals for adoption. The electronic addresses for the media used are listed in the “Social Media” information box.

Social Media

Website
www.pittcoanimalshelter.petfinder.com

Twitter
[Twitter.com/pittcoanimals](https://twitter.com/pittcoanimals)

Facebook
www.facebook.com/groups/124703707549686/?ref=ts&fref

Adoptable Pets Visit
www.petfinder.com
www.petango.com/pittshelter

Section 2. Describe the Strategic Planning Process

Pitt County Animal Control Advisory Board (PCACAB) with the assistance of PCAS and Pitt County Government began the process of strategic planning addressing county animal control operations during the Spring of 2013. All of the entities mentioned above have an intimate knowledge of the issues associated with the day-to-day operation and maintenance of PCAS.

Section 2 of Chapter II will focus on The NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services. The NC Administrative Code provides guidance for the operation of animal shelters in NC. In order for animal shelters to operate in NC, they must adhere to the requirements articulated in the Code. Successful meeting the standards provided in the NC Code is extremely important is maintaining PCAS.

PCAS has collected animal care data from its routine services to the residents of the county and has held special events to address community concerns and to promote awareness of proper animal care in the county.

A summary of the animal care data collected is provided in *Chapter II* of this document. Preliminary analysis of the data has revealed some trends. They include:

- ✓ Animal intakes are high but recent trends in the data suggest that intakes are declining significantly;
- ✓ Animal reclaimations and adoptions are still not negating the intakes; and
- ✓ Thus, the animals requiring shelter care is very high, and the cost for that care has risen sharply over the past 10 years.
 - In 2012 alone, 3915 animals were handled by the shelter; and
 - The costs for their care was \$109.05 per animal or \$426,942.00 annually.

Using US Census data and Humane Society of the United States (HSUS) animal population calculation formulas, present Pitt County dog and cat populations are estimated to be 55,077 and 60,430, respectively (See Attachment 4 Estimated Pet Population Calculations using Census data and HSUS Formulas). Thus, to address these trends and other Pitt County animal control concerns, the strategic planning process was initiated.

The process involves the following assessments:

- ✓ Shelter partners and municipality relationships,
- ✓ Community assessments, and
- ✓ Shelter operations along with staff and management concerns,

The strategic planning process is designed to be transparent. The public received information and was invited to address their concerns through 3 public forums. In addition, Pitt County residents were invited to participate in an online Pitt County Animal Care survey. Information gathered at the forums and the data captured through public participation of the animal care survey, is available in *Chapter II, Sections 13 and 14* of this document. PCAS management and staff surveys provided information regarding how the work environment is impacted by the daily operations at the shelter (summary of data can be found in *Chapter II, Section 15* of this document).

Valuable information will be gained from the assessments to help determine what the vision for the future of the shelter and its subsequent operations should be. The identification of appropriate immediate, short, intermediate, and long-term goals and recommendations for PCAS moving forward will be the ultimate deliverable of this strategic planning exercise.

Section 3. Pitt County Animal Care Resources

Table 1. Non-Profit Animal Care Organizations in Pitt County

Organization	Purpose	Website
Humane Society of Eastern Carolina	Rescue, Relocation, and Transportation	www.hsecarolina.org
Marley Fund	Fight Against Feline Retroviruses	www.marleyfund.com
PetSmart	Finding Homes for Pets	www.petsmart.com/adoptions
Saving Graces 4 Felines	Finding Homes for stray, abandoned, or feral cats	www.savinggraces4felines.com
Friends of the Pitt County Animal Shelter	Assist PCAS in areas such as animal fostering	www.pittfriends.com
Spay Today	Low cost spay and neutering to animals	www.spaytoday.net
Lees Carolina Cat House	Cat rescue and adoption	www.facebook.com/Lees-Carolina-Cat-House/21225448219104?sk=info

This section of the document lists other county animal control resources and their focus on animal care in Pitt County (See Table 1). The relationship of PCAS and these resources will be analyzed in *Chapter*

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II (Section 1) of this document. Recommendations for maintaining or improving specific relationships will be addressed in *Chapter III (Section 2)* of the document. Specifically, the **Immediate Goal** pertaining to the development and PCACAB approval of a communication strategy will focus on information transfer among partners.

The Humane Society of Eastern Carolina

The Humane Society of Eastern Carolina's mission is to serve as a safe haven for homeless and neglected pets and act as a resource to the community. By educating the public about issues pertaining to animals, we feel that we can work towards the elimination of over breeding of dogs and cats and teach owners to be responsible pet owners. At the same time, we hope to facilitate adoption of pets to good homes so that we can allow more unwanted animals to find a temporary home with us.

The HSEC is a no-kill shelter which is funded by donations. They have a limited intake of animals based primarily upon the animals' adoptability. They maintain a waiting list of animals that the public wants to re-home and do not accept strays. The animal can be called in a week or months and possibly never depending upon space and selection of current animals. The fee to surrender an animal is \$50 and they are supposed to be current with vaccines and rabies. At the present time they are operating with less than half of their cages full and limited hours open to the public due to monetary constraints. Even with lessening their intake numbers they have reportedly maintained consistent adoption numbers year to year. HSEC pulls animals from PCAS when they are able to.

Marley Fund

Marley's Cat Tales is dedicated to making a difference in the fight against feline retroviruses, including both feline leukemia and feline immunodeficiency viruses, through public service, promoting awareness and educating the public. Knowledge about feline diseases and their prevention is essential to the Fund's mission of stopping the viral cycles and ultimately eradicating feline retroviruses. As the only national nonprofit dedicated to offering an alternative option to immediate euthanasia, they have created a safe haven for infected cats—where quality care and life enrichment are the primary concern.

The Marley Fund primarily deals with the FIV and FELV kitties but has helped with healthy cats as well. They receive their animals from the public and various shelters or veterinarians. They adopt out through PetSmart and online.

PetSmart

PetSmart is another avenue for homeless animals to find new homes. They work with all the animal groups by allowing them to bring adoptable animals out to their store site. Various animal groups have cats that are available for adoption housed their all the time; however, dogs are brought out by different groups every weekend.

PetSmart, in its Greenville store, offers animal supplies, grooming, dog training, and a veterinary practice.

Saving Graces for Felines

Saving Graces 4 Felines is a non-profit organization formed to help stray, abandoned, and feral cats who have no home and are left to fend for themselves in less than desirable environments.

They are a volunteer based group that utilizes foster homes to care for stray or unwanted cats until they can be placed in a permanent home. They also assist with spaying/neutering of feral cats that are in a location that they are accepted in.

Friends of the Pitt County Animal Shelter

Friends of the Pitt County Animal Shelter, better known as Pitt Friends, is a non-profit group that was set up to help the animals at PCAS. They help with many things at the shelter and also have foster homes that pull animals from the shelter to keep them until good homes are found.

Pitt Friends does not have a central location. They are comprised of individual foster homes. Another mission of Pitt Friends is to make the public aware about heartworms, heartworm disease, and heartworm prevention.

Spay Today

Spay Today opened in May, 2006 in response to the large intake numbers of animals at PCAS. It was originally developed by a coalition between the SPCA of Pitt County and Saving Graces 4 Felines, with assistance from Friends of the Pitt County Animal Shelter and other area animal advocates. Spay Today provide low-cost spay/neuter services for dogs and cats. They also offer heartworm testing, vaccines, de-worming, flea treatment and rabies at the time of the surgery. Lastly, Spay Today offers a high quality, high volume spay/neuter program to the Pitt County Animal Shelter, animal rescue groups, TNR feral groups, and the public

Lees Carolina Cat House

Lees Carolina Cat House (LCCH) is a small independent cat rescue in Greenville North Carolina, hoping to reduce the cats and kittens intake volumes at shelters. LCCH place the cats/kittens they rescue up for adoption when they are ready. They hope to reduce the amount of cats and kittens euthanized in Pitt County every year by fostering as many as possible until they are adopted.
Section 4. Municipality Information

PCAS provide temporary food and shelter for lost and stray animals delivered to PCAS from the Pitt County municipalities (See Table 2). These services cost \$20.00 per animal. The animals can stay a minimum of 72 hours in PCAS. After that period of time, they may be assessed for adoptability potential or humanely euthanized.

This section contains Municipality information as it relates to animal care in Pitt County. In Chapter II (Section 2, Charts 1-3) the relationships will be analyzed and Recommendations for maintaining or

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improving specific relationships will be addressed in *Chapter III (Section 2)* of the document. Specifically, the **Immediate Goal** pertaining to the development and PCACAB approval of a communication strategy will focus on information transfer among municipalities. It is understandable that these changes may be subtle because of county mandates to provide animal care services to the municipalities.

Table 2. Pitt County Municipalities that PCAS Supports

Municipality	*Estimated 2012 Population	Website
Ayden	5,032	www.ayden.com
Bethel	1,614	www.bethelnc.org
Falkland	98	none
Farmville	4,742	www.Farmville-nc.com
Fountain	436	none
Greenville	87,242	www.greenvillenc.gov/departments/police_dept/
Grifton	2,481	www.grifton.com
Grimesland	445	none
Simpson	424	www.villageofsimpsonnc.com
Winterville	9,471	www.wintervillenc.com

*Data from U.S. Census Bureau (Municipality total=111,985)

Ayden: There is an animal control focus. Further analysis is required to assess its effectiveness.

- The Ayden Police Department has one part-time animal control officer, who patrols the streets of Ayden, looking for stray, injured, and at large animals.
- The animal control officer also operates a shelter for the animals, which is located at the Town of Ayden Operations Center.

Bethel: There is no animal control focus. They rely solely on PCAS

Falkland: There is no animal control focus. They rely solely on PCAS

Farmville: There is an animal control focus. Further analysis is required to assess its effectiveness.

- The Farmville Police Department does employ an animal control officer on a part-time basis.
- For these services, call the police department at (252) 753-4111.

Fountain: There is no animal control focus. They rely solely on PCAS

Greenville: There is an animal control focus. Further analysis is required to assess its effectiveness.

- The Greenville Animal Control Unit (ACU) operates within the Code Enforcement Division of the Greenville Police department. ACU has full time staff and a full time supervisor to address animal control issues within the city.
- Staff duties include enforcing the City of Greenville's animal control ordinances, educating the public on proper animal control responsibilities, and investigating animal cruelty, dog bites/animal attacks, and vicious dogs issues.
- The mission of ACU is to provide the citizens of Greenville with effective and cost-efficient animal control services through the active enforcement of state and local laws, and the promotion of responsible pet ownership and animal welfare.
- The primary objective of animal control employees is to provide quality service to the citizens, while dedicating themselves to improving the co-existence of animals and humans.
- Greenville's ACU offer the following services to its citizens:
 - ✓ Lost pet retrieval process;
 - ✓ Off leash dog area
 - ✓ Ride-Along Program
 - ✓ Illegal Animal Fighting/Animal Cruelty
 - ✓ Neighborhood Watch for Animals Campaign

Grifton: There is no animal control focus. They rely solely on PCAS

Grimesland: There is no animal control focus. They rely solely on PCAS

Simpson: There is no animal control focus. They rely solely on PCAS

Winterville: There is no animal control focus. They rely solely on PCAS

In Summary, PCAS provides the framework for animal care in Pitt County. The city of Greenville has a complimentary animal control program to PCAS. There should be a strong relationship between the two programs to offset costs and improve mutual effectiveness.

Section 5. PCAS Management and Staff Analysis

PCAS staff and management analysis will be conducted by real-time observation of shelter operations. These observations will be conducted to gauge the atmosphere at various representative times of shelter activity.

- Ideally, observations will occur during the euthanasia procedures to gauge staff preparation and animal handling. Staff attitude will also be rated.
- Also, observations of management and staff interactions are important in assessing the workplace atmosphere.
- Staff will be asked to complete a brief survey to get their feedback on workplace atmosphere and animal care issues at PCAS.
- Management will also be asked to complete a brief management-specific survey to get their perspective on workplace and animal care issues at PCAS.

Section 6. PCAS Space and General Animal Care Conditions

In order to fully assess PCAS daily routine animal care and work place conditions, members of the PCACAB Strategic Planning Committee observed real-time processes and activities at PCAS. In this section, *staff* refers to management personnel, as well as those staff members they manage.

Ordinarily, the day usually began very early (7:00 am) with staff performing humane euthanasia of animals that have exhausted their minimal sheltering requirements (72 hours) at PCAS or at a partner municipality animal housing facility. Partner municipalities most often call to alert PCAS staff of their need to bring an animal(s) for humane euthanasia. However, there are occasions when staffs are not alerted before hand by the municipality of needed euthanasia services and those are the times that pose significant animal care management challenges. Unfortunately, those situations occur early in the day, thus causing a day long effort to continue to meet minimal NC Animal Welfare Administrative Code animal care requirements.

Staff performing humane euthanasia is required by The NC Animal Welfare Administrative Code to be certified through meeting the standards identified in the code. Initially, staffs review animal run tags on the intake side of PCAS. In *Figure 1*, the intake section of PCAS can be identified by the dog runs without hatches to the outside and the cat intake section sits abruptly to the garage area. Injection amount for the animals identified for euthanasia are calculated and the solutions are prepared as required by NC code. The animals first receive a sedative and are completely relaxed when the lethal solution is injected. The injected animals drifted off to sleep and there were no violent convulsions or release of body fluids as one might expect. Staffs were professional and caring to the animals to the end--which was a relief for the observers to witness. After the dogs were deceased, their corpses were placed in individual black plastic garbage bags and placed in the dog-specific refrigerator located in the cat intake area (*See Fig. 1*). Deceased cats were placed in another refrigerator in another isolated storage area (*See Fig. 1*). PCAS has designated areas for puppies and kittens (*See Fig. 1*)

After the euthanasia procedures, staff moved on to cleaning runs and cat cages. The dog runs on the intake side are not equipped with outside hatches (*See Fig. 1*), thus the dogs were not able to be moved into another area (in a time-sensitive manner) while their runs were cleaned. At full capacity, there are

25 dog runs to be cleaned on the intake side (*See Table 3*). The cages require a more hands on cleaning since each cage has small items in them that require cleaning. On the intake side of PCAS, there are 12 cat cages to be cleaned and on the adoption side; there are 30 dog runs and 10 cat cages to be cleaned (*See Table 3*). After the runs and cages are cleaned, clean water and fresh food is placed in each area. Staff then moved to cleaning and restocking the adoption runs and cages. Once the facility was cleaned and restocked with water and food, staff quickly transitioned into greeting volunteers for animal exercise and behavioral behavior and modification activities. During the afternoon, staffs greet visitors for animal adoptions, handle field activities, and address citizen animal care/control issues. On this occasion for observation, staff had to perform rabies determination analysis on a deceased animal required by NC Code. Those requirements included beheading a suspected rabies infected animal and sending the head to the state lab for further rabies evaluations.

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Figure 1. PCAS Floor Plan (note: this schematic is not to scale and was prepared as a simple tool to help describe PCAS workplace issues.)



This legend is provided to help facilitate the description of work place issues when referring to Figure 1. You will be able to view areas with labels if you increase the magnification of this figure.

Staffs have an area to take a break and eat lunch. That site (breakroom) is depicted in *Fig. 1* in the office area directly across from the rest rooms and just outside of the staff entry into the main intake side (old) of the facility.

Staff seem well adapted to the plethora of potential stressful activities that go on when sheltering animals and providing services to Pitt County Citizens, rescue/animal care organizations and partner municipalities.

Table 3. PCAS Structural Capacity

Animal Type	Adoption Floor (new)	Intake (old)
Large dogs	30 runs	25 runs
Puppies	6 cages	4 cages
Cats	10 cages	12 cages
Totals	46 spots	41 spots

The Adoption Driven Capacity (ADC) is the optimal number of animals to have actively available for adoption, or for shelters where animals are viewable for adoption throughout their stay, the number of animals actively moving towards adoption. *Table 4* demonstrates that at PCAS, in the past couple of years, the ADC has remained the same or decreased slightly.

Table 4. PCAS Adoption Driven Capacity

Animal Type	2011	2012
Dogs	15 – 21	14 - 20
Cats	6 – 9	4 - 6
Totals	21 - 30 animals	18 – 26 animals

These numbers are adoption capacities per month

Section 7. Process of Data Collection at PCAS

Whenever someone brings a stray or a surrendered animal to the shelter, they must complete an intake form—called *PCAS Surrender and Delivery Receipt* (See Attachment 1)—before PCAS could take custody of the animal. This form was reviewed and revised by the ACAB in the Fall of 2012 along with the adoption of the Policies and Procedures Document.

Information collected via *PCAS Surrender and Delivery Receipt* form includes (but not limited to):

- Owner or finder of the animal and location found;
- Type of animal including its name;
- Other specific animal identification information; and
- Specific historical behavioral information about the animal.

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Attachment 1: PCAS SURRENDER AND DELIVERY RECEIPT

Pet Pointe ID# _____
Pen # _____

Owner _____ Finder _____ Time: _____ AM/PM Date: _____

If owner surrender state reason: _____

If not the owner, when and where found _____

Dog _____ Cat _____ Rabies Tag # _____ Year _____ Expiration Date _____

Breed Type: _____ Name of Animal: _____

Sex _____ Neutered? _____ Spayed? _____ Color _____ Collar? _____ Tattoo? _____

Weight of Animal: _____ lbs Short Hair? _____ Long Hair? _____

Microchipped? _____ Scanned: _____ Officers Initials _____

Condition of Animal: Excellent(H) _____ Good(T/M) _____ Fair(T/R) _____ Poor(U/U) _____

Eyes clear? Y / N Ears Clean? Y / N Teeth Clean? Y / N Skin Clear? Y / N Limping? Y / N

Veterinarians Name? _____ Up to date on shots? _____

Name records are in at the veterinarian's office _____

Any bite history? _____ # of times bite on human _____ # of times bite dog / cat _____

Was medical attention needed? _____

Any other things we should know about this pet: examples- House trained? _____ Good with cats? _____ Good

with dogs? _____ Good with children? _____ Age of pet _____

I CERTIFY THAT I DO _____, DO NOT _____ OWN THE ANIMAL(S) DESCRIBED ABOVE, AND HEREBY SURRENDER ALL OF MY INTEREST THEREIN TO THE PITT COUNTY ANIMAL SHELTER. I UNDERSTAND THAT THE ANIMAL SHALL BE DISPOSED OF AT THE DISCRETION OF THE PITT COUNTY ANIMAL SHELTER IN A HUMANE MANNER IF A SUITABLE HOME IS NOT FOUND. I HEREBY RELEASE AND HOLD HARMLESS THE PITT COUNTY ANIMAL SHELTER, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, PRESENT OR FUTURE, RESULTING FROM THIS ACTION.

_____ Printed Name of Owner/Finder

_____ Signature of Owner/Finder

_____ Address of Owner/Finder

_____ Phone Number of Owner/Finder

Officer Surrendering: _____ Date: _____

Received: _____ (Animal Control Staff) Date: _____

Chapter II. How Are We Doing It?

Section 1: Introduction

The next question addressed through PCACSP is “How are we Doing It?” In order to address this question, it is necessary to review the many relationships PCAS maintains in addressing animal control in Pitt County. Also, numerous sections of this chapter will provide data to help address this question and many others.

In regards to relationships, the most important one is with North Carolina Department of Agriculture and Consumer Services. If PCAS does not meet the standards put forth by this department, it could be closed and no longer offer important services to Pitt County residents. Another important relationship is with Pitt County Government which provides funding, infrastructure services, and general oversight of PCAS operations.

Section 2: NC Certification Requirements

The NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services provides guidance for the operation of animal shelters in NC. In order for animal shelters to operate in NC, they must adhere to the requirements articulated in the Code.

Listed below are some of the Codes that PCAS must currently address in order to continue to provide animal control/care services to the residents of Pitt County:

- Indoor housing facilities for dogs and cats shall be adequately ventilated to provide for the health and comfort of the animals at all times. The facilities shall be provided with fresh air either by means of windows, doors, vents or air conditioning and shall be ventilated so as to minimize drafts. Air flow shall be adequate to minimize odors and moisture condensation. (Section 02NCAC 52J.0202(b) titled *Indoor Facilities*)
- Waste shall be removed from primary enclosures and exercise areas to prevent contamination of the dogs or cats contained therein and to reduce disease hazards and odors. Enclosures and exercise areas for dogs and cats must be properly cleaned a minimum of two times per day. The animal must be able to walk or lie down without coming in contact with any waste or debris. When a hosing or flushing method is used for cleaning an enclosure, dogs or cats contained therein shall be removed during the cleaning process, and adequate measures shall be taken to protect the animals in other such enclosures from being contaminated with water and other wastes. (Section 02NCAC 52J.0207(a) titled *Sanitation*)
- A sufficient number of employees shall be utilized to maintain the prescribed level of husbandry practices set forth in this Rule. (Section 02NCAC 52J.0208 titled *Employees*)

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- (6) Animals in long term care which are intended for adoption or sale must be provided the following:
 - (a) Daily access to both human and same species social interaction.
 - (b) Daily access to space other than the primary enclosure.
 - (c) A species and size-appropriate toy, unless it poses a health threat.
(Section 02NCAC 52J.0209 titled *Classification and Separation*)

There may be additional requirements for shelters if the General Assembly of North Carolina Session 2013 mark up for language that amends the Animal Welfare Act are adopted. Two additional requirements (G.S. 19A-23 amended by adding 2 subdivisions) for PCAS to adopt in order to maintain NC certification include:

- 5a “Approved foster care provider” mean an individual, nonprofit corporation, or association that cares for stray animals that has been favorably assessed by the operator of the animal shelter through the application of written standards.
- 5b “Approved rescue organization” mean a nonprofit corporation, or association that cares for stray animals that has been favorably assessed by the operator of the animal shelter through the application of written standards.

In order for PCAS to continue to meet North Carolina Codes 9 full time FTEs and 1 part time FTE would be needed. This assessment is based on the Staff Driven Capacity (SDC) at PCAS which was developed by taking 5 year averages for intakes and adoptions. The average length of stay for animals on the adoption floor was 17 days. The average length of stay for animals on the intake side was 4 days. Therefore the following FTE requirements are as follows:

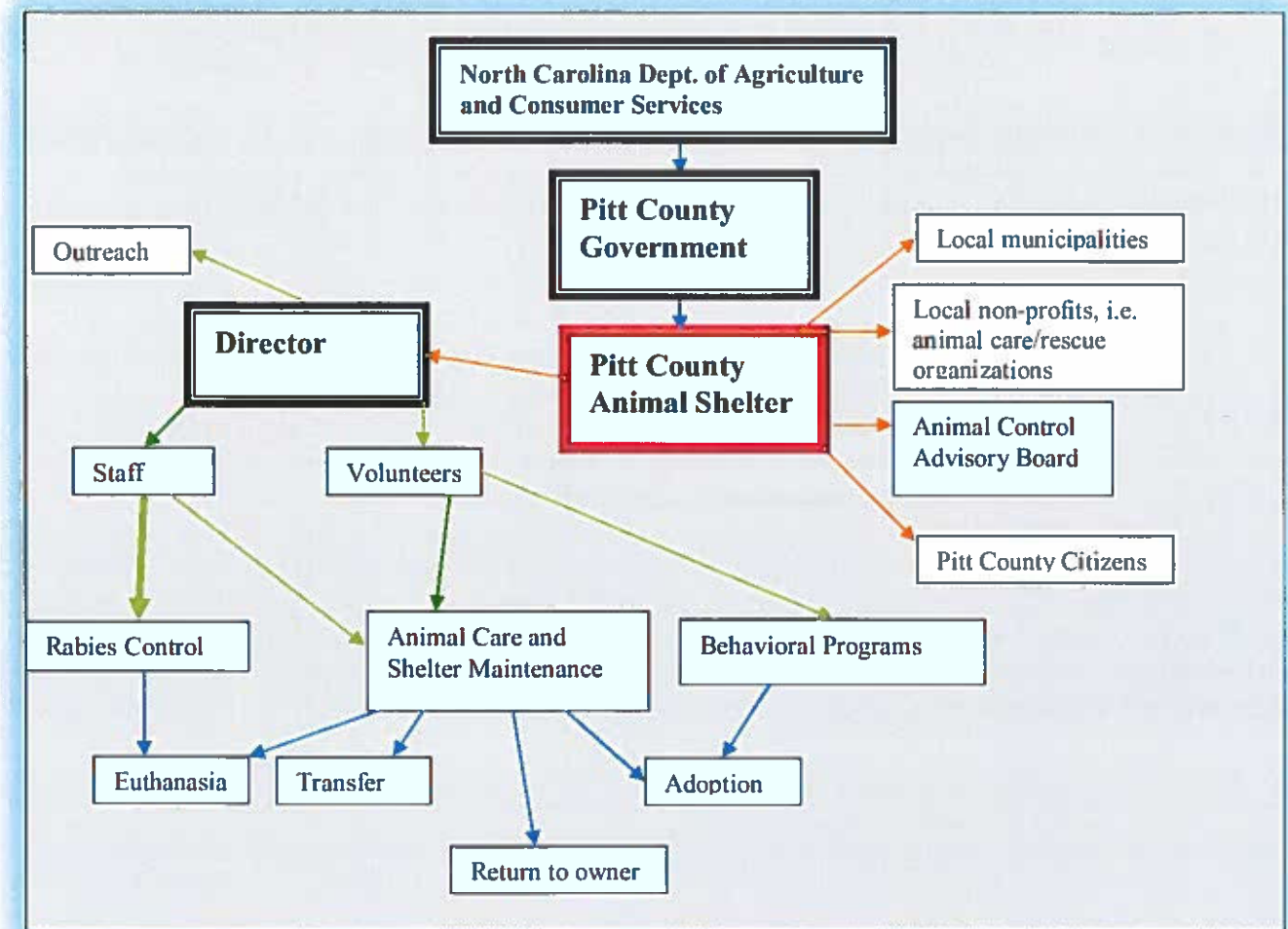
- 3.64 FTEs needed for Adoption Floor
- 3.57 FTEs need for the Intake Side
- Thus, the total needed staff for animal care at PCAS = 7.21 FTEs

For 20 mins. of exercise, the following FTE requirements are:

- 20 mins. x 59 dogs (adoption floor and intake side)=1160 mins. Or 19.66 hrs.
- If staff performs these activities, 2.5 additional FTEs
- If volunteers assist for this activity, groups of 4 volunteers will be needed each day for exercise. Thus, 4 volunteers x 3 hrs. = 12 hrs. /day on Tuesday s and Thursday.

The total SDC is 7.21 FTEs + 2.5 FTEs = 9.7 or 9 full time FTEs and 1 part time FTE would be the appropriate staffing level to meet the NC Code. Currently, PCAS staffing level includes a manager, assistant manager, 3 full time FTEs and 2 part time FTEs. The estimated cost for 3.5 additional FTEs would be ~3 x \$40,000 = \$120,00; 0.5 x \$40,000 = \$20,000 for a total of \$140,000 in the “Immediate” goals category” and \$40,000 for the FTE in the “Short Term” goals category (See Table 7)

Section 3: PCAS Partners and Other Relationships



Flow Chart 1. PCAS Relationships Addressing Animal Care

As depicted in *Flow Chart 1*, PCAS has many relationships to maintain in order to continue to be effective. These relationships include:

- Municipalities—Receiving strays or surrenders from municipalities;
- Non-profit Animal Rescue or Animal Care organizations—providing transfer to the organizations for adoption and participating in outreach activities;
- Animal Control Advisory Board—Assisting in dangerous dog appeals, receiving policy and procedural guidance, and guidance on county animal control issues;
- Pitt County Citizens—Accepting strays and surrender animals, providing adoption and euthanasia services, and providing education on appropriate animal care activities.
- Director—Participates in appropriate outreach and manages staff and volunteers; and ultimately is responsible for ensuring that services such as rabies control, general animal care and overall shelter maintenance, behavior programs, and if necessary, euthanasia is

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carried out appropriately. The Director communicates with NC Dept. of Agriculture and Consumer Services regarding code issues and the Director communicates with Pitt County Government regarding issues of budget, staffing, NC Code, and general updates.

Organization	Number of Transfer Animals
Pitt Friends	126
Humane Society of Eastern Carolina (HSEC)	91
Spay Today	53
Lee's Carolina Cat House	44 cats
Daschund Rescue	9 dogs
Green County	7 dogs
Great Dane Rescue	1 dog
Pointer Rescue	1 dog
Shihtsu Rescue	1 dog
Marley Fund	0

Table 5. Non-Profit Animal Care Organizations That PCAS Conduct Animal Transfers With in 2012

Table 5 lists the Non-profit animal care or rescue organizations that PCAS conducted animal transfers with during 2012. Pitt Friends, HSEC, Spay Today, and Lee's Carolina Cat House were the non-profit organizations that PCAS conducted significant numbers of animal transfers during 2012.

An animal that comes to the shelter as a surrender or stray is provided basic humane care until an outcome is decided upon. An intake may take a few days before the outcome and depending on that outcome, the animal may still be housed in the shelter for another 10 days or more. Sections 4-10 will present compilations of various types of intake and outcome data collected by PCAS from 2001 to 2012. Section 11 will provide a comparison of PCAS intake data with national trends.

The intake and outcome data collected and discussed in this section include:

- Dog and cat intakes;
- Dog and cat adoptions;
- Dog and cat reclamations; and
- Dog and cat euthanasia

Section 12 of the document, provides estimated costs for the care of the animals while in the shelter.

Information gathered at the forums and the data captured through public participation of the animal care survey, is available in Sections 13 and 14 of this Chapter. PCAS management and staff surveys provided information regarding how the work environment is impacted by the daily operations at the shelter (summary of data can be found in Section 15 of this Chapter).

Section 4: PCAS Intake Data Municipality 2012 Snapshots

Below are charts that depict intake data regarding animals (dogs and cats) handled at PCAS:

- Chart 1 depicts all intakes from the municipalities that are in Pitt County during 2012;
- Chart 2 depicts dog intakes from the municipalities that are in Pitt County during 2012; and
- Chart 3 depicts cat intakes from the municipalities that are in Pitt County during 2012.

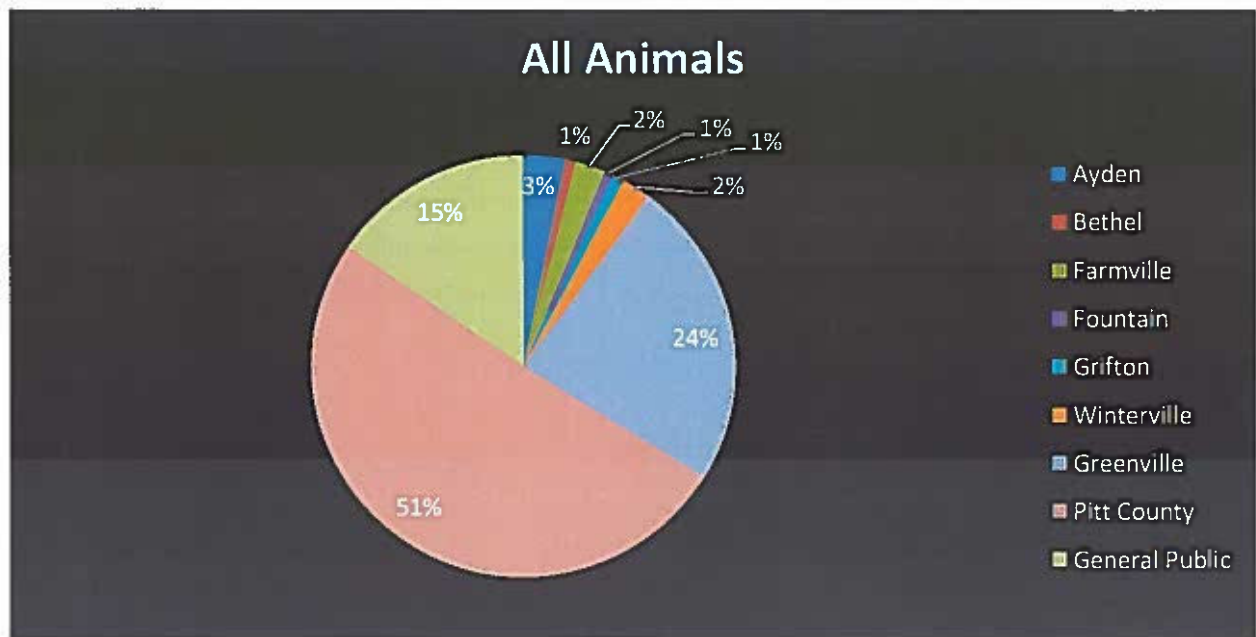


Chart 1: Animals Found In- or Surrendered From Municipalities in 2012

All Animals (Dogs and Cats)

In 2012, 3,915 dogs and cats were handled by the PCAS:

- 2,301 dogs (59%)
- 1,614 cats (41%)

Of the 3,915 animals handled by PCAS, Chart 1 depicts which municipality the animals were found in or surrendered from. Summary of Chart 1 is as follows:

- 51% of animals came from surrounding Pitt County;
- 24% of animals came from the city of Greenville;
- 15% came from general public;
- 2% came from Winterville, as well as, Farmville;
- All other municipalities contributed 1% each.

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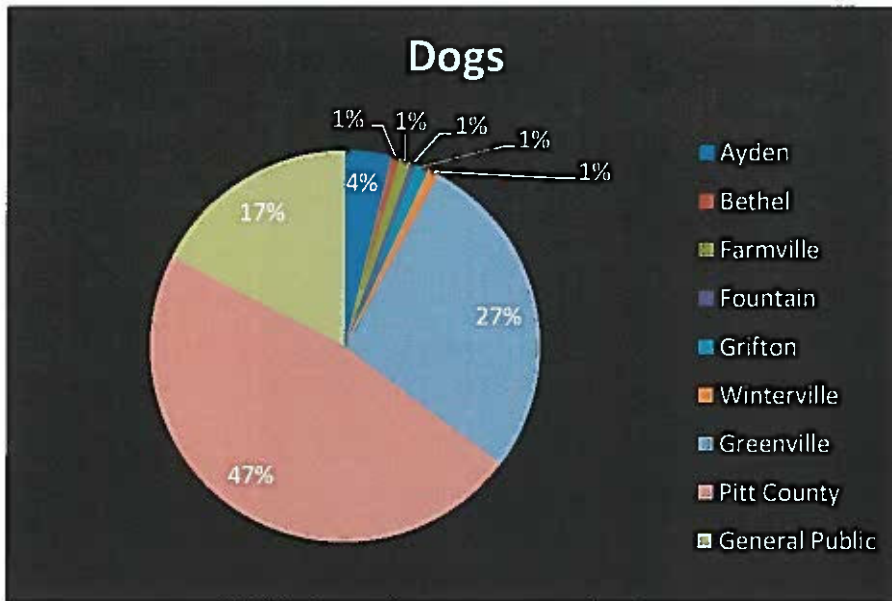


Chart 2: Municipalities Dogs Found in or Surrendered from in 2012

Dogs

In 2012, PCAS handled 2301 dogs. *Chart 2* depicts the municipalities dogs were found in or surrendered from in 2012. Summary of *Chart 2* data includes:

- 47% of dogs came from surrounding Pitt County
- 27% of dogs came from the city of Greenville
- 17% of dogs came from general public
- 4% of dogs came from Ayden
- All other municipalities contributed~1% of dogs handled by PCAS

Cats

In 2012, PCAS handled 1614 cats. *Chart 3* depicts the municipalities cats were found in or surrendered from in 2012. Summary of *Chart 3* data:

- 56% of cats came from surrounding Pitt County;
- 18% of cats came from the city of Greenville;
- 13% of cats came from general public;
- 4% of cats came from Winterville and Farmville each;
- 2% of cats came from Ayden; and
- All other municipalities contributed~1% of cats handled by PCAS

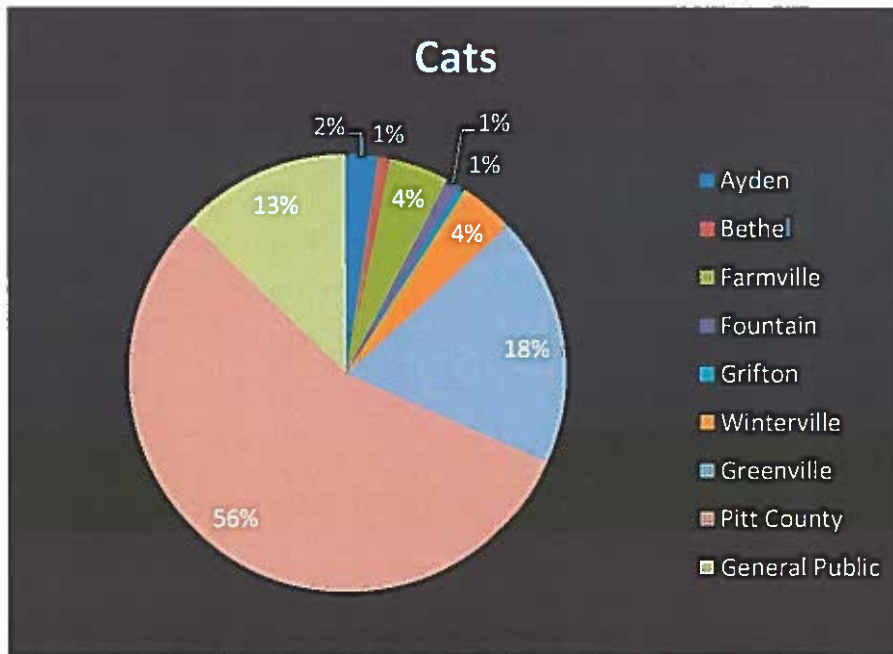


Chart 3: Municipalities Cats Found in or Surrendered from in 2012

Section 5: PCAS Historical Animal Intake Data Review

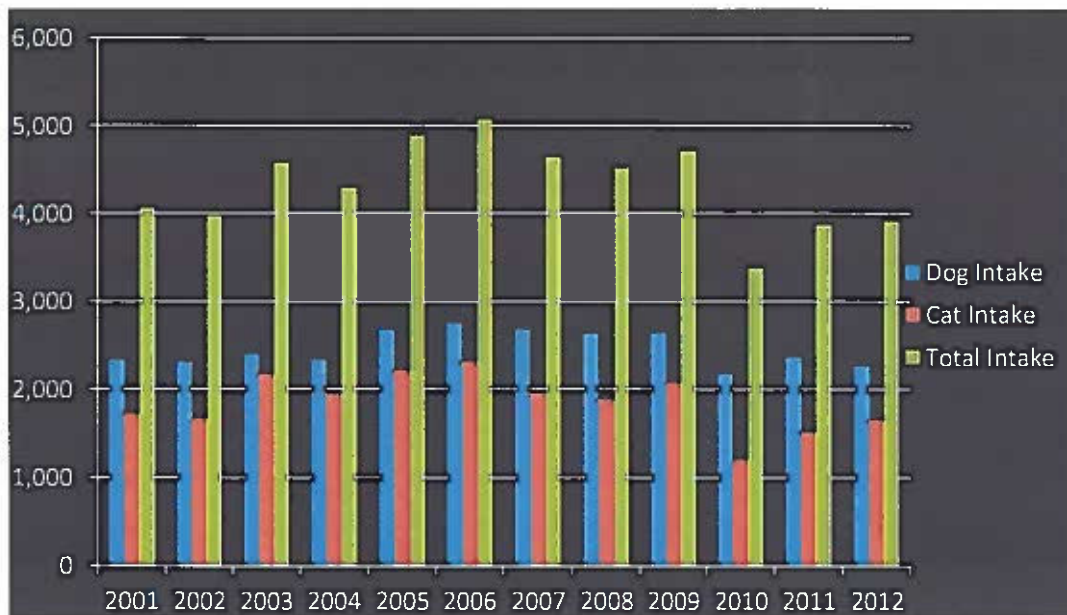


Chart 4: Animal Intake Data from 2001 to 2012

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Total Intake

Since 2001, PCAS has recorded intake data for animals handled at the shelter. *See Chart 4 (Animal Intake Data from 2001 to 2012).*

- Intake data peaked Between 2005 and 2007 when approximately 4500+ animals were handled at PCAS;
- In 2010 there was a dip in intake data when approximately 3400+ animals were handled;
- Between 2011 and 2012 data plateaued as ~approximately 3800+ animals were handled;

Dog Intake

Between 2001 and 2012, dog intake data was collected at PCAS. That data is depicted in *Chart 4 (Animal Intake Data from 2001 to 2012).*

- Dog intake data collected in 2006 revealed a spike when more than 2500 dogs were handled;
- In 2010 dog intake data dipped to ~2200 dogs were handled;
- Between 2011 and 2012 dog intake data appears to decline slightly

Cat Intake

Between 2001 and 2012, cat intake data was collected at PCAS. That data is depicted in *See Chart 4 (Animal Intake Data from 2001 to 2012).*

- Dog intake data collected in 2006 revealed a spike when more than 2500 dogs were handled;
- In 2010 dog intake data dipped to ~2200 dogs were handled;
- Between 2011 and 2012 dog intake data appears to decline slightly

Section 6: PCAS Historical Adoption Data Review

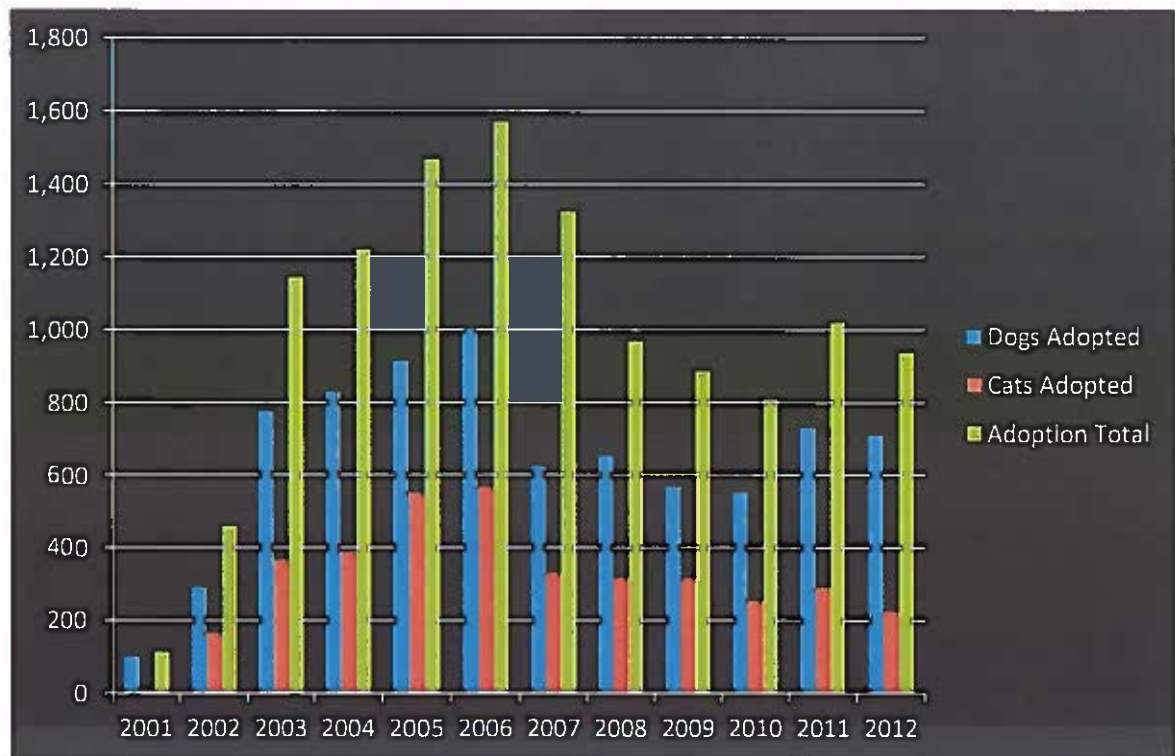


Chart 5: Animal Adoption Data from 2001 to 2012

Total Adoptions

Since 2001, PCAS has recorded adoption data for animals handled at the shelter. See Chart 5 (*Animal Adoption Data from 2001 to 2012*).

- Adoption data peaked in 2006 when approximately 1580+ animals were adopted from PCAS;
- Lowest adoptions occurred in 2001 when approximately 100 animals were adopted;
- There was a sharp increase in adoptions from 2002 up to 2006;
- Between 2007 and 2010 there was a decline in adoptions from ~1300 animals to ~800 animals;
- In 2012 there were ~950 adoptions

Dog Adoption

Between 2001 and 2012, dog adoption data was collected at PCAS. That data is depicted in Chart 5 (*Animal Adoption Data from 2001 to 2012*).

- Between 2001 and 2006, dog adoptions steadily increased;

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- Dog adoption data collected in 2006 revealed a spike when more than 1000 dogs were adopted;
- Between 2007 and 2010, dog adoption plateaued at ~600 dogs; and
- In 2012, ~700 dogs were adopted.

Cat Adoption

Between 2001 and 2012, cat adoption data was collected at PCAS. That data is depicted in *Chart 5 (Animal Adoption Data from 2001 to 2012)*.

- Cat adoption data suggest sharp increase in adoptions from 2001 – 2003 from <5 to ~380, respectively
- Another sharp increase in cat adoptions from 2004 – 2005 from 390 – 550, adoptions respectively;
- Sharp decrease in cat adoptions from 2006 – 2007 from 550 – 320, adoptions respectively
- From 2007- currently, cat adoptions plateaued ~300 per year

Section 7: PCAS Historical Animal Reclamation Data Review

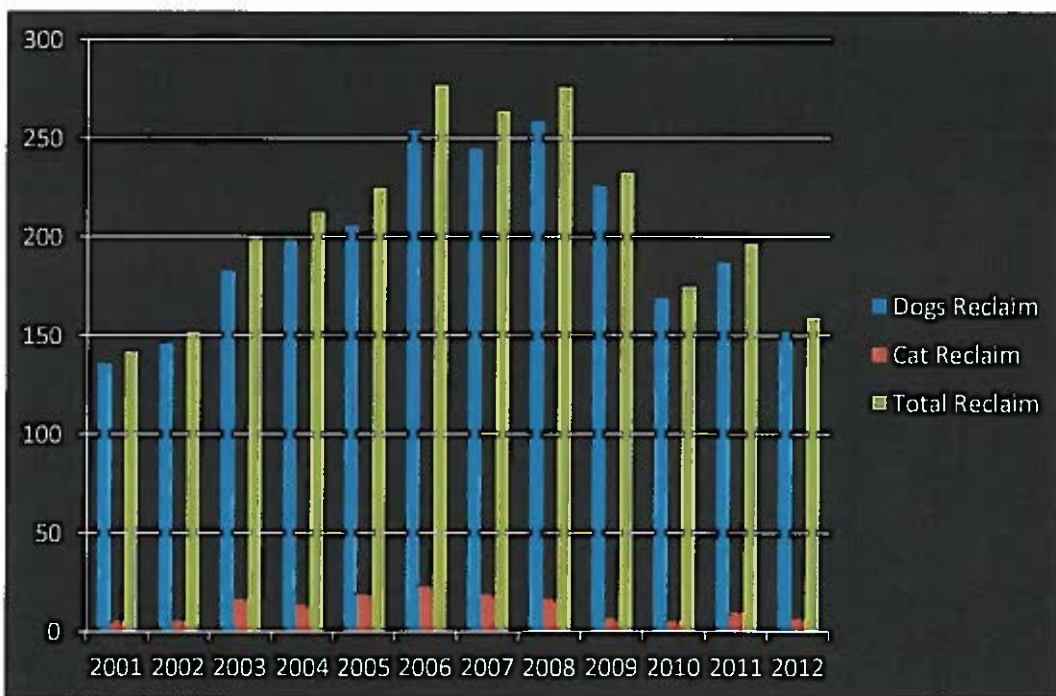


Chart 6: Animal Reclamation Data from 2001 to 2012

Total Reclamations

Since 2001, PCAS has recorded reclamation data for animals handled at the shelter. *See Chart 6 (Animal Reclamation Data from 2001 to 2012)*.

- Animal reclamation data gradually increased from a low of ~140 animals reclaimed in 2001 to ~280 animals reclaimed in 2006;
- Animal reclamation peaked in 2006 and 2008 with a high of ~280 animals reclaimed each year; and
- Between 2008 and 2012 there has been a decline in reclamation from ~280 animals to ~160 animals, respectively.

Dog Reclamation

Between 2001 and 2012, dog reclamation data was collected at PCAS. That data is depicted in *Chart 6 (Animal Reclamation Data from 2001 to 2012)*.

- Since 2001 to 2006, there has been a gradual increase in dog reclaimations from ~140 dogs to ~255 dogs, respectively;
- Between 2006 and 2008, dog reclaimations data plateaued at ~250 dogs;
- Between 2008 and 2012, there has been a gradual decline in dog reclamation from ~255 to ~150 dogs.

Cat Reclamation

Between 2001 and 2012, cat reclamation data was collected at PCAS. That data is depicted in *Chart 6 (Animal Reclamation Data from 2001 to 2012)*.

- Between 2001 and 2002, there has been 5< cats reclaimed each year;
- Between 2003 and 2008, cat reclamation data peaked and plateaued to ~10 – 15 cats reclaimed each year.
- Between 2009 and 2012, cat reclamation declined initially from ~12 cats reclaimed in 2008 to <5 cats reclaimed each year; and
- Overall cat reclamation has been significantly lower than that of dogs.

Section 8: PCAS Intake Trends Data Review

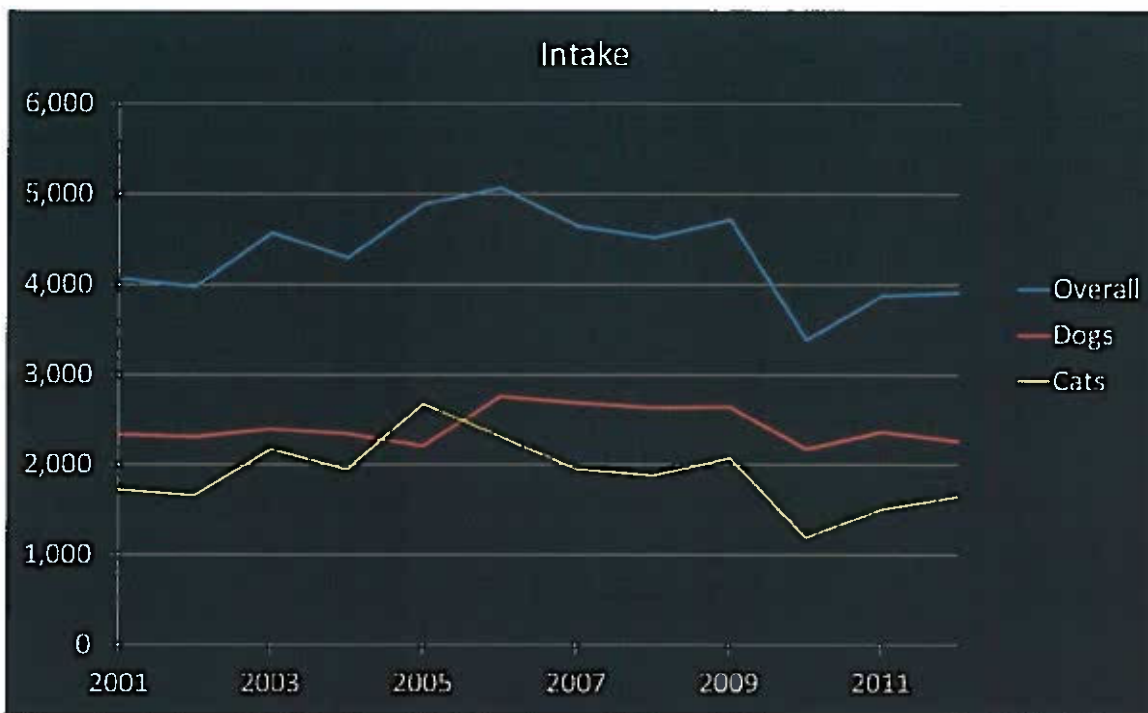


Chart 7: Animal Intake Trends Data from 2001 to 2011

Animal Intake Trends

Since 2001, PCAS has recorded intake trends data for animals handled at the shelter. *See Chart 7 (Animal Intake Data from 2001 to 2011).*

- Initially in 2001, all animals intake was ~4000 animals;
- There was a gradual increase in animal intakes from 2001 (~4000 animals) to 2007 (~5000 animals); and
- In 2010, there was a sharp dip in animal intakes (~3500 animals).

Dog Intake Trends

Between 2001 and 2011, dog intake data was collected at PCAS. That data is depicted in *Chart 7 (Animal Intake Trends Data from 2001 to 2011).*

- Since 2001 to 2005, dog intakes were consistent ~2350 dogs/year;
- Between 2005 and 2006, dog intakes increased sharply to ~2800 dogs;
- Between 2006 and 2009, dog intakes plateaued at ~2750 dogs/year;
- In 2010, there was a significant dip in dog intakes from ~2350 dogs; and
- There was a slight increase in dog intakes between 2010 – 2011 to ~2500 dogs.

Cat Intake Trends

Between 2001 and 2011, cat intake data was collected at PCAS. That data is depicted in *Chart 7 (Animal Intake Trends Data from 2001 to 2011)*.

- Between 2002 and 2005, cat intake data sharply increased from ~1800 cats to ~2800 cats, respectively;
- Between 2005 and 2008, cat intake data gradually decreased from ~2800 cats to ~1950 cats, respectively;
- Between 2009 and 2010, cat intake data sharply decreased to ~1100 cats; and
- Between 2010 and 2011, cat intake data is gradually increasing from ~1100 cats to >1600 cats, respectively.

Section 9: PCAS Live Release Rates Trends Data Review

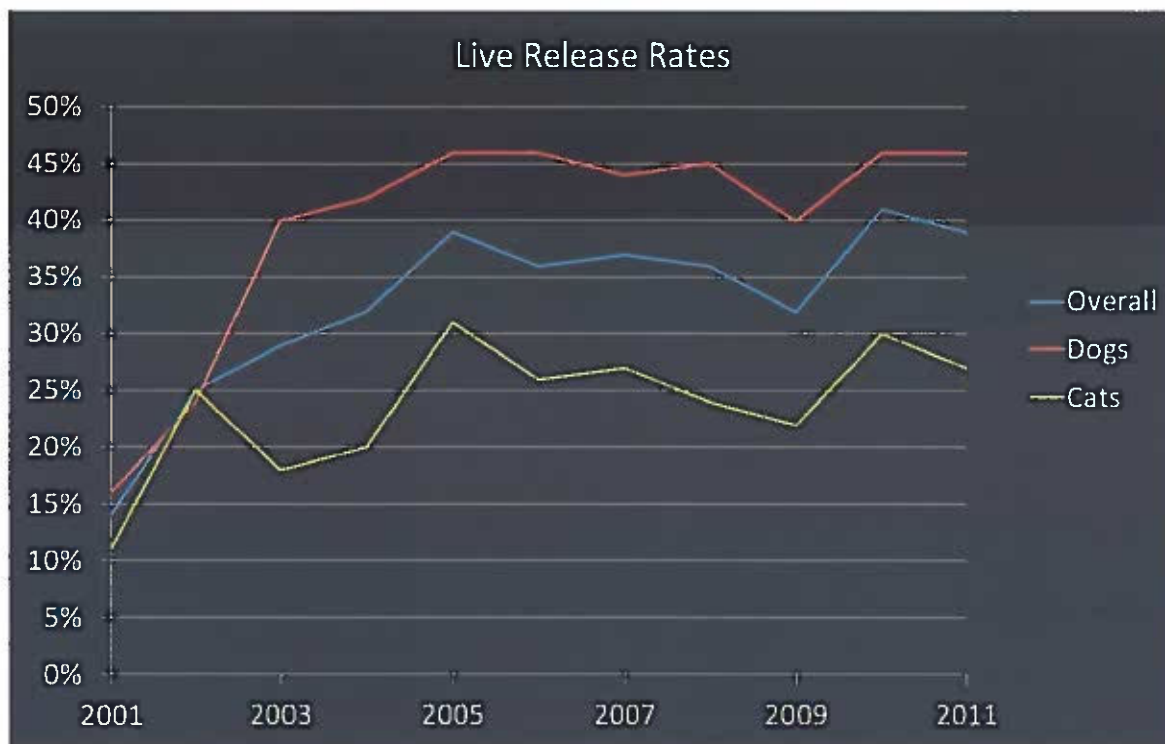


Chart 8: Animal Live Release Rates Trends Data from 2001 to 2011

Animal Live Release Rates Trends

Since 2001, PCAS has recorded live release rates trends data for animals handled at the shelter. See *Chart 8 (Animal Live Release Rates Trends Data from 2001 to 2011)*.

- In 2001, the live release rate for all animals handled at PCAS was ~15%;

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- Between 2001 and 2005, the live release rate for all animals handled at PCAS increased sharply from ~15% to ~39%, respectively;
- Between 2005 and 2006, the live release rate for all animals handled at PCAS decreased from ~39% to ~35%;
- Between 2006 and 2009, the live release rate for all animals handled at PCAS increased initially, then decreased rather sharply from ~37% to ~32.5%;
- Between 2009 and 2010, the live release rate for all animals handled at PCAS increased sharply from ~32.5% to 41.5%, respectively; and
- Between 2010 and 2011, the live release rate for all animals handled at PCAS decreased from ~41.5% to ~39%, respectively.

Dog Live Release Rates Trends

Between 2001 and 2011, dog live release rates data was collected at PCAS. That data is depicted in *Chart 8 (Animal Live Release Rates Trends Data from 2001 to 2011)*.

- Between 2001 and 2003, the live release rate for dogs handled at PCAS sharply increased from ~16% to 40%, respectively;
- Between 2003 and 2005, the live release rate for dogs handled at PCAS increased significantly from 40% to ~46%;
- Between 2005 and 2008, the live release rate for dogs handled at PCAS plateaued at ~46%;
- Between 2008 and 2009, the live release rate for dogs handled at PCAS decreased from 45% to 40%;
- Between 2009 and 2010, the live release rate for all animals handled at PCAS increased sharply from 40% to 46%; and
- Between 2010 and 2011, the live release rate for all animals handled at PCAS plateaued at 46%.

Cat Live Release Rates Trends

Between 2001 and 2011, cat live release rates data was collected at PCAS. That data is depicted in *Chart 8 (Animal Live Release Rates Trends Data from 2001 to 2011)*.

- Initially in 2001, the live release rate for cats handled at PCAS was ~11%;
- Between 2001 and 2002, the live release rate for cats handled at PCAS increased sharply from 11% to 25%, respectively;
- Between 2002 and 2003, the live release rate for cats handled at PCAS decreased sharply from 25% to ~18%, respectively;
- Between 2004 and 2005, the live release rate for cats handled at PCAS increased sharply from 20% to ~31%, respectively;
- Between 2005 and 2009, the live release rate for cats handled at PCAS decreased gradually from ~31% to ~22.5%;
- Between 2009 and 2010, the live release rate for cats handled at PCAS increased sharply from ~22.5% to 30%, respectively; and

- Between 2010 and 2011, the live release rate for cats handled at PCAS decreased gradually from 30% to ~27.5%, respectively.

Section 10: PCAS Euthanasia Trends Data Review

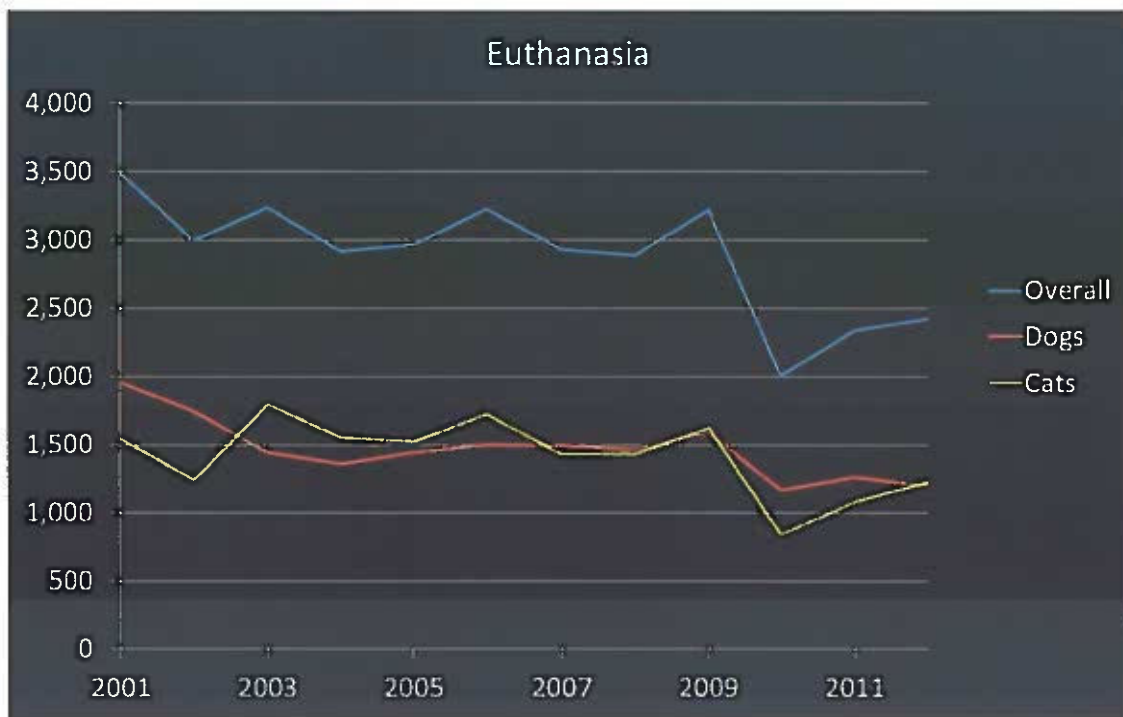


Chart 9: Euthanasia Trends Data from 2001 to 2011

Animal Euthanasia Trends Data

Since 2001, PCAS has recorded euthanasia trends data for animals handled at the shelter. See Chart 9 (Euthanasia Trends Data from 2001 to 2011).

- Initially in 2001, the euthanasia rate for all animals handled at PCAS was 3500 animals;
- Between 2001 and 2004, the euthanasia rate for all animals handled at PCAS undulated slightly before settling in at 3000 animals;
- Between 2004 and 2005, the euthanasia rate for all animals handled at PCAS plateaued at ~3000 animals;
- Between 2005 and 2007, the euthanasia rate for all animals handled at PCAS undulated slightly before settling in at ~2900 animals;
- Between 2007 and 2008, the euthanasia rate for all animals handled at PCAS plateaued at ~2900 animals;
- Between 2008 and 2009, the euthanasia rate for all animals handled at PCAS increased from ~2900 to ~3300 animals, respectively;

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- Between 2009 and 2010, the euthanasia rate for all animals handled at PCAS decreased sharply from ~3300 to ~2000 animals, respectively; and
- Between 2010 and 2011, the euthanasia rate for all animals handled at PCAS increased gradually from 2000 to ~2400 animals, respectively.

Dog Euthanasia Data Trends

Between 2001 and 2011, euthanasia trends data for dogs was collected at PCAS. That data is depicted in *Chart 9 (Euthanasia Trends Data from 2001 to 2011)*.

- Initially in 2001, the euthanasia rate for dogs handled at PCAS was ~1990 dogs;
- Between 2001 and 2003, the euthanasia rate for dogs handled at PCAS declined sharply from ~1990 to <1500 dogs;
- Between 2003 and 2009, the euthanasia rate for dogs handled at PCAS plateaued at ~1500 dogs;
- Between 2009 and 2010, the euthanasia rate for dogs handled at PCAS declined from ~1550 to ~1250 dogs; and
- Between 2010 and 2011, the euthanasia rate for dogs handled at PCAS plateaued at ~1250 dogs.

Cat Euthanasia Data Trends

Between 2001 and 2011, euthanasia trends data for cats was collected at PCAS. That data is depicted in *Chart 9 (Euthanasia Trends Data from 2001 to 2011)*.

- Initially in 2001, the euthanasia rate for cats handled at PCAS was ~1510 cats
- Between 2001 and 2002, the euthanasia rate for cats handled at PCAS declined sharply from ~1510 to ~1250 cats;
- Between 2002 and 2003, the euthanasia rate for cats handled at PCAS increased sharply from ~1250 to ~1750 cats, respectively;
- Between 2003 and 2009, the euthanasia rate for cats handled at PCAS undulated between high data points of ~1750 cats to low data points of <1500 cats;
- Between 2009 and 2010, the euthanasia rate for cats handled at PCAS decreased sharply from ~1500 to ~900 cats, respectively; and
- Between 2010 and 2011, the euthanasia rate for cats handled at PCAS increased gradually from ~1100 to ~1250 cats, respectively.

Section 11: Summary Table of Intake and Outcomes at PCAS with National Averages

Year	Intake (Total Animals)	Adopted (Total Animals)	Euthanized (Total Animals)
2001	30.11	0.84	25.89
2002	28.85	3.34	21.71
2003	32.92	8.23	23.25
2004	30.37	8.63	20.61
2005	34.15	10.26	20.71
2006	34.64	10.73	22.01
2007	30.56	8.72	19.28
2008	29.05	6.24	18.58
2009	29.65	5.58	20.21
2010	20.88	4.98	12.39
2011	23.05	6.08	13.89
2012	22.69	5.44	14.05
*National Averages/1000 people (year of average)			
	30 (2007)	7.7 (2005)	12.5 (2007)

Table 6. PCAS Intake, Adoption, and Euthanasia rates/1000 people (*National Averages)

Table 6. lists intake, adoption, and euthanasia rates/1000 people at PCAS over 10+ years.

- From 2001 to 2009, animal intake averaged (31.14) above the national 2007 average(30);
- From 2010 to 2012, animal intake averaged (22.20) below the national 2007 average(30);
- From 2001 to 2007, animal adoption averaged slightly (7.25) below the national 2005 average (7.7);
- From 2008 to 2012, animal adoption averaged significantly (5.66) below the national 2005 average (7.7);
- From 2001 to 2009 , animal euthanasia averaged significantly (21.23) above the national 2007 average (12.5); and
- From 2010 to 2012, animal euthanasia averaged slightly (13.44) above the national 2007 average (12.5)

Section 12: Estimated Cost of Animal Care at PCAS

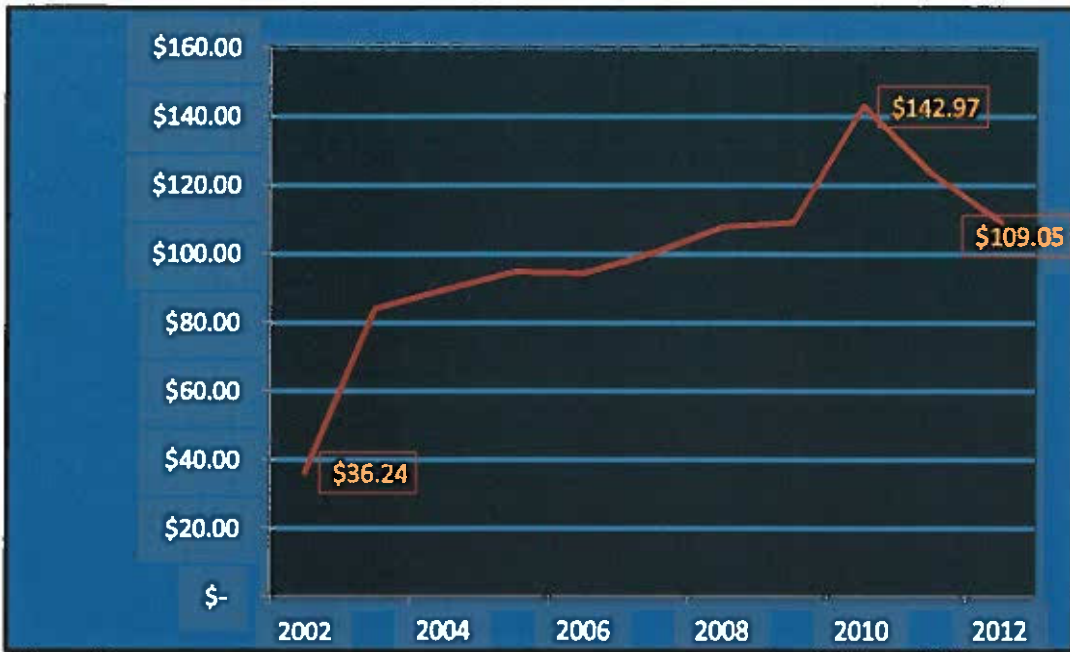


Chart 10. Cost per Animal Handled at PCAS between 2002 and 2012.

In 2003, the cost per animal was calculated to be less than \$40.00. It steeply rose to over \$80.00 in 2004. In 2007, the cost per animal rose to over \$100.00. Between 2010 and 2011, the cost per animal reached an all-time high of over \$142.00 per animal. See Chart 10 for data analysis.



Chart 11. Total Cost of Animals Handled at PCAS between 2002 and 2012

In 2003, the total cost for care of animals at PCAS was approximately \$111,000. It rose to over \$500,000 between 2008 and 2011. In 2012, the total cost to care for animals handled at PCAS dropped

below \$430,000. In 2012 PCAS total operating costs was \$426,942.00 with the cost per animal being \$109.05 (*See Chart 11 for data analysis*). PCAS spent \$2.47 per capita for expenses (172,554 population of Pitt County). It has been reported that on average, communities in the United States (2007) spend approximately \$8 per capita for animal shelters. **If the \$8 per capita was projected using the 2012 Pitt County population of 172,554 people, PCAS should have a budget of approximately \$1,380,432.00**

Section 13: Summary Data from Pitt County Animal Control Public Forums

PCAS with assistance from the PCACAB conducted 3 public forums to provide information to Pitt County residents pertaining to animal care in the county. Also, these forums collected information from Pitt County citizens to facilitate future planning for the needs of the animals and citizens of the county.

The public forums supplied information that supports the mission of PCAS—*“Which is to provide services which safeguard public health and safety by:*

- *supporting the education of Pitt County citizens on responsible pet ownership;*
- *protecting Pitt County community’s animals from cruelty and neglect; and*
- *providing housing, care placement, or humane resolution for animals in its care.”*

Pitt County citizens had an opportunity to provide valuable information to PCAS by completing a survey before or after each forum. The survey was designed to address key strategic planning questions that are necessary to formulate a vision for PCAS for the future. Below is logistical information for each forum.

Dates, Times, and Locations:

- June 5, 2013, 6:30 pm -7:30 pm at the Agricultural Center, Government Circle
- June 11, 2013, 6:30 pm -7:30 pm at the Community Schools& Recreation, County Home Road
- June 20, 2013, 6:30 pm -7:30 pm at the County Office Bldg., Commissioners Auditorium, 2nd floor

Advertisement for the forums, including announcement regarding the survey, appeared in the local newspaper, *The Daily Reflector*, on 12 separate occasions prior to the last forum. One of those occasions was on the front page. The front page article was extremely positive. One additional article appeared in *The Farmville Enterprise*.

A total of 50 Pitt County residents attended the forums. There were 37 females and 13 males in attendance. Those 50 participants included 47 Whites, 2 Blacks and 1 other. More detailed information regarding the public forums can be found in the companion Appendix document.

Recommendations from the Pitt County residents at the Public Forums include:

- Tethering and chain laws;
- Central location for looking for lost animals;

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- Leash law;
- Pet registration law with fees;
- Pet education programs in schools;
- Broader advertisement of pet adoption including WITN Community Forum;
- Allow on-call pet control officers to take home vehicles to reduce response time; and
- Improve relationship with City of Greenville

Section 14: Summary Data From Pitt County Animal Control Survey

The Pitt County Animal Control Public Survey (PCACPS) was developed to gather information from the public regarding animal control in the county. It was administered through SurveyMonkey and accessed by the public via the website [www.surveymonkey.com /s/pittcoanimals](http://www.surveymonkey.com/s/pittcoanimals). The survey was designed to last approximately 6 weeks (May 18, 2013 – June 30, 2013). At the end of the data collection period, the Board used the information gathered to develop a Vision for the future (strategic plan regarding Pitt County animal care) which would include immediate, short, intermediate, and long-term goals.

The first **9 questions** of the survey addressed respondent demographics. This information is critical in developing animal control strategies for all citizens in Pitt County.

Questions 10 – 19 assess general pet care behaviors of the respondents. Even though the survey focuses on dogs and cats there are questions designed to gather general information about the type of pets the respondents own and their specific care.

Questions 19 – 31 look at Pitt County-specific pet care concerns; awareness issues regarding the Pitt County Animal Shelter (PCAS); and the importance of spay/neuter of pets.

Questions 32 – 40 focus on the respondents reactions to potential Pitt County animal care policy changes to improve services by the generation of additional revenue. The new revenue could come from increased taxes or pet owner license fees. Also, these additional monies would be used to increase animal control personnel to better enforce current and any additional animal control policies.

Questions 41 – 45 assess community awareness of PCAC policies, current enforcement activities, and overall Pitt County animal care program effectiveness.

Demographic

- ❖ 420 people took the survey
- ❖ 98% of respondents were from Pitt County
- ❖ 68% of the respondents were from Greenville
- ❖ 86% of respondents were female
- ❖ 85% of the respondents were between 21 – 59 years of age
- ❖ 72% of the respondents' average income ranged between (\$25K – \$125K)
- ❖ 90% of the respondents have taken some college courses
- ❖ 97% of respondents' home make-up include 2.6 people

Pitt County Residents General Pet Care Behavior

- ❖ Overwhelmingly pet-friendly responses
- ❖ 83% of the respondents have a dog
- ❖ 53% of the respondents have a cat
- ❖ 83% of the respondents say they owned their first pet at an early age
- ❖ 94% of the respondents' pets were spayed or neutered
- ❖ 97% of the respondents are current with rabies vaccination
- ❖ 92% of the respondents took their pet to the vet within the last year
- ❖ Over 54% of the respondents got their pet from PCAS
- ❖ 97% of respondents allow their pet to sleep inside

Community needs for Animals in Pitt County

- ❖ 74% of respondents are concerned about chained/tethered animals
- ❖ 81 % of the respondents are concerned about evicted/abandoned animals
- ❖ 56% of the respondents do not attend PCAS events
- ❖ 61% of the respondents have never adopted an animal from PCAS
- ❖ Less than 50% of the respondents answered this questions
- ❖ 8% of the respondents (47%) indicated they had a "bad" experience when they visited PCAS
- ❖ 85% of the respondents would support an increase in the adoption fee
- ❖ 52% of the respondents do not use PCAS as a animal care resource
- ❖ 78% of the respondents would use a PCAS Helpline regarding spay/neuter issues
- ❖ 87% of the respondents are aware of spay/neuter clinics in Pitt County
- ❖ 41% of the respondents did not know about 72 hr. hold period prior to any negative action taken when stray or surrendered animals come into PCAS

Pitt County Potential Policy Changes

- ❖ 94% of the respondents would support pet license fee
- ❖ 42% of the respondents did not know that spay/neuter programs are less expensive than euthanasia programs
- ❖ 90% of the respondents would support an anti-tethering law
- ❖ Overwhelming positive responses to questions regarding dangerous dogs, etc
- ❖ Over 65% of the respondents would feel safe with a leash law being adopted

Current Pitt County Animal Control Program Effectiveness

- ❖ 64% of the respondents have seen an ACO in their area
- ❖ 58% of the respondents have witnessed animal cruelty and/or neglect
- ❖ 98% of the respondents would report animal cruelty and/or neglect
- ❖ 71% of the respondents became aware of survey through social media
- ❖ 81% of the respondents would like to be informed about Pitt County Animal Control issues annually

More detailed information regarding this survey can be found in the companion Appendix document.

Section 15: Summary Data from PCAS Staff/Management Surveys and Real Time Observations

Listed below are the shelter and field operations that PCAS staff/management were able to select from when discerning their applicable skills and training needs.

General Shelter Operations for Survey Question

- ✓ Public Information/Education
- ✓ Records/Intake data
- ✓ Adoption
- ✓ Euthanasia
- ✓ Animal Care/Control
- ✓ Disease Outbreak/Rabies Control
- ✓ Safety

General Field Operations for Survey Question

- ✓ Public Information/Education
- ✓ Records/Intake data
- ✓ Emergency Field Euthanasia
- ✓ Animal Abuse/Neglect Complaint
- ✓ Bite Investigation Complaint
- ✓ General Ordinance Enforcement
- ✓ Rabies Control
- ✓ Picking Up Strays
- ✓ Safety

PCAS Staff Assessment

Currently there are 3 full time and 2 part time employees (excluding the Manager and Asst. Manager) at PCAS. Listed below is information from a staff survey implemented anonymously through survey monkey in July of 2013:

- The full time employees are Animal Control Officers
- 3 employees with 1.5 years or less PCAS employment tenure;
- 2 employees with an average of 8.5 years of PCAS employment tenure;
- 80% or greater (4-5) number of employees could perform records upkeep,, safety, adoption/reclamation, public relations, and participated in animal care events.
- Only 60% (3) could perform disease outbreak control activities.
- 3 employees conduct field operations that encompasses Pitt County;
- 80% or greater of field operators perform field impoundment, complaints, trapping, dangerous dogs, rabies control, animal bites, and safety;
- 60% of field operators could perform general patrolling and emergency field euthanasia;
- 80% of PCAS staff feel adequately trained;

- 80% of PCAS staff feel that management is available to support work-related issues;
- 60% of PCAS staff feel that the work environment is good most of the time;
- 40% and 20% of PCAS staff feel that when the work environment is poor, those times occur in the mornings and afternoons, respectively;
- When asked “why staff work at the shelter?” 80% of them believe they make a difference and they want to protect and care for companion animals; and
- When asked “if they had one wish regarding working at PCAS, what that would be?” Almost all of the responses were associated with the desire to have more staff to meet the upkeep demands of PCAS.

In general, PCAS staff is well trained to do their job, feel that their work is important, yet understand that they have to work really hard to do the bare minimum for the shelter to remain open to the citizens and municipalities of Pitt County.

On occasions when real-time observations were made of work place environment and staff handling of stressful situations, it was clear that the staff know what needs to be done to keep the shelter in compliance with NC code. It was also clear that there was not enough staff to comfortably meet sheltering demands daily. Things had to be done in a manner that would not be generally in compliance with NC code, yet if they were not done in a smart way, more serious noncompliance issues would be expected. **Most importantly, PCAS and its staff should not be expected to accommodate municipalities’ schedules when those municipalities require necessary services such as euthanasia and lost/stray animal sheltering. With additional full time staff, PCAS should be able to reasonably handle its daily required duties.**

On occasion when real-time observations were made of the work place environment on Saturday when PCAS is open to the public for animal adoption, viewing, and other services; the facility was still undergoing repairs due to peeling paint in the dog intake area (*See Chapter II, Section 6, Figure 1, Old section, and dog and cat intake areas*). The facility was clean and there was a staff person as well as several volunteers. This assessment made clear several issues:

- Staff may be there alone handling animals for cleaning, viewing, and owner surrender,
- Staff may be there alone handling or in the vicinity of presumed dangerous or diseased animals,
- Staff may be there alone if there is a medical emergency of any type,
- If staff is alone and is the subject of a medical emergency, notification of the proper authorities to assist that staff person may not happen,
- If staff is alone and there is an instance of violence or other criminal activities targeting that staff person, notification of the proper authorities to assist that staff person may not happen, and
- If staff is alone and PCAS is subjected to instantaneous structural damage, notification of the proper authorities to assist that staff person may not happen.

There has to be some procedures developed and implemented to address staff working alone during weekends.

PCAS Management Assessment

Management at PCAS consists of a Manager and an Assistant Manager (2 people).

- Management has approximately 39 years of experience addressing animal care/control issues.
- 100% of PCAS management has the expertise to address all of the shelter and field operations issues
- 100% of PCAS management feels that the work environment is at least “OK” most of the time.
- 100% of PCAS management feels that when the work environment is “Bad”, it is in the mornings.
- When asked “why management work at the shelter?” 100% of them acknowledge that it is their source of income; and
- When asked “if they had one wish regarding working at PCAS, what that would be?” 100% of management responses were associated with the desire to have more staff and space to meet the daily demands at PCAS.

On the occasion that the real time observation of management was conducted, the shelter was undergoing repairs associated with paint peeling from a recently renovated area (*See Chapter II, Section 6, Figure 1, Old section, and dog and cat intake areas*). Approximately 41 normally used spaces for intake animals were no longer available (*See Chapter 1, Section 6, Table 3*). Management and 1 staff person were handling day-to-day operations, which included fielding calls from Pitt County citizens and municipalities requesting to surrender animals. These services were temporarily suspended for lack of space. This was a high stress period for management and staff. However, it certainly puts things in perspective in regards to strategic planning. **There has to be more funds, FTEs, and additional space required for PCAS to operate efficiently. The citizens, municipalities, and animals directly suffer because of these limitations—not only in crisis situations—but also in normal day-to-day operations.**

Chapter III. What Can We Improve On and How?

Section 1. "Vision for the Future of Pitt County Animal Control"

This section of the PCACSP will define a "Vision for the Future of Pitt County Animal Control". In this chapter, additional goals will be identified that will ensure that the PCAS's vision and mission will be obtained. The new "Vision for the Future" was developed from this strategic planning process.

"Vision for the Future"

The Pitt County Animal Shelter will act as the county leader in addressing animal control by:

- ❖ *Advocating for PCAS to have adequate personnel and funding to continue meeting the state of North Carolina required guidelines for certification;*
- ❖ *Coordinating with all partners, including municipalities within the county, in addressing animal care issues and providing general information sharing opportunities; and*
- ❖ *Continuing to educate the county residents about animal control concerns and solicit public feedback where appropriate.*

PCAS's Mission is *"To provide services which safeguard public health and safety by supporting the education of our citizens on responsible pet ownership, the protection of our community's animals from cruelty and neglect, and the housing, care, placement or humane resolution for the animals in its care."*

PCAS goals associated with the Mission are:

- ✓ To increase PCAS staff and Pitt County funding in order for PCAS continue to meet NC certification requirements;
- ✓ To evaluate whether we are protecting Pitt County animals from cruelty and neglect;
- ✓ To explore additional avenues for educational support for Pitt County; To evaluate whether we are protecting Pitt County animals from cruelty and neglect; and
- ✓ PCAS staff is committed to working with the many partners to reduce pet over population and to increase the live release rate by 5% next year.

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Having completed Pitt County animal care assessments regarding community awareness; partners and other agency relationships; North Carolina certification; and PCAS structural, animal care, and personnel issues, the following recommendations are being recommended by PCACAB.

Section 2. Immediate Goals Recommendations

In order for any goal to be fully obtained, there are critical phases that the process must go through.

1. The first phase is the **Discussion** phase. It is in this phase that the need for the goal is identified and appropriate dialogue with County and other experts associated with the concepts that the particular action involves is initiated. Sometimes before an action can be planned an **Options Paper** is needed. This document identifies all of the possible directions that may be taken in order to arrive at the result that the Action is designed to achieve. It includes cost/benefits analyses and any other appropriate contingencies. Very few goals have implementation actions without prior discussion, except those that are currently defined as “*on going*” (See Table 7).
2. The next phase is the **Action** planning. In this stage, all of the critical entities are defined and their specific roles and responsibilities are laid out and accepted by the critical entities.
3. The **Implementation** phase is next and it follows the direction put forth in the planning phase. There may be adjustments made due to special circumstances (i.e., critical entity no longer available). In most cases, these nuances may have been discussed and contingency plans developed.
4. **Measures of Progress/Success** process is an evaluation that is scheduled and conducted to determine if the goal is still obtainable, progressing as scheduled (i.e., earlier or later implementation), and next steps determined to mitigate any special circumstances.

In this document, *immediate goals recommendations* are those in which the discussion, planning and implementation of such program (operating policy) shall began during the adoption phase of this document by the PCACAB. In some cases; these recommendations are already in the planning/implementation phases, thus the recommendations are merely expansions of the scope of the current operating policies. *Short, Intermediate, and Long-Term goals recommendations* shall be in the discussion, planning, and implementation phases in 1-2 years, 2-5 years, and 5-10 years, respectively. These projected dates are ranges for the actual implementation of goals. Therefore, various kinds of strategies for implementation will need to be identified.

Immediate Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.
 - **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**

Winter 2013

- ✓ PCAS should seek to acquire 3 full time staff (3 FTEs) persons to be added to address shelter and field operations uniquely.
 - Those FTEs would ensure that intake and disposition data is prepared in format such that County Manager and residents would be able to see how PCAS is aggressively addressing issues such as increasing “live release rates” and decreasing the number of animals being euthanized annually.
 - Even though PCAS data and other factors make clear that additional staff is required for proper routine sheltering procedures and providing services daily to Pitt County municipalities and citizens, in order to determine and maintain the needed space and personnel to ensure that the animals in the shelter meet minimum North Carolina certification requirements, intake and disposition data should be compiled in a format and presented in the manner that the definitions below articulate:

Definitions

- **Physical Holding Capacity (PHC)** is the physical space required for animals in stray hold, quarantine or other required/desired finite holding periods prior to being made available for adoption. This includes animals that can be viewed for adoption but are not currently ready to go to a home.
- **Adoption Driven Capacity (ADC)** is the optimal number of animals to have actively available for adoption, or for shelters where animals are viewable for adoption throughout their stay, the number of animals actively moving towards adoption.
- **Staff Capacity for Daily Care** is the number of animals that can be adequately cared for, based on national and/or internal standards, on a daily basis. Even if physical capacity is sufficient, staff capacity may limit the number of animals that can be provided adequate care.
- **Staff Capacity for Flow Through** is number of staff needed to provide specific services to the animals at several points during their shelter stay, e.g. intake, behavioral evaluation, spay/neuter surgery, and processing for reclaim, adoption, transfer or euthanasia. If staff capacity for flow through is inadequate for any of these points, it can lead to a backlog that in turn creates problems with capacity in other areas.
- **Monthly Daily Averages (MDA)** for intake and outcomes are obtained by calculating monthly totals and dividing by the number of days in the month.
- **Actual and Average Daily Population (ADP)** are in addition to intakes and outcomes, actual and ADP are needed in order to monitor and predict housing and staffing requirements for animal care.
- **Required Physical Holding Capacity (RPHC)** refers to the number of housing units required to hold animals for any necessary period prior to making them available for adoption. $RPHC = MDA \text{ intake} \times \text{required holding period}$.
- **Measures of Progress/Success**
 - **Development of a Position Description that includes:**

- May have positive impact on other animal care relationships that are challenging
- **Measures of Progress/Success**
 - **Development of a Communication Strategy that is approved by PCACAB**
- ✓ Discuss the establishment of a Pitt County animal containment ordinance
 - **Measures of Progress/Success**
 - **Initiate the gathering of appropriate information to facilitate the decision of how to establish the ordinance in a cost and enforcement effective manner**
- ✓ PCAS should continue to utilize all the forms of social media mentioned in Chapter I, Section 1 (page 5) of this document to:
 - Announce availability of animals for adoption;
 - Educate Pitt County residents concerning county animal control/care issues and announce upcoming PCAS sanctioned events;
 - Provide an electronic central location for residents seeking to find and retrieve lost pets; and
 - Receive resident concerns regarding county animal control/care issues
 - **Measures of Progress/Success**
 - **Lost pet site established using social media and working effectively**
- ✓ Discuss the establishment of a policy to address weekend working conditions at PCAS. The discussion should include the following issues:
 - Ensuring that if staff is working alone at PCAS and is the subject of a medical emergency, notification of the proper authorities to assist that staff person would occur,
 - Ensuring that if staff is working alone at PCAS and there is an instance of violence or other criminal activities targeting that staff person, notification of the proper authorities to assist that staff person would occur, and
 - Ensuring that if staff is working alone at PCAS and PCAS is subjected to instantaneous structural damage, notification of the proper authorities to assist that staff person would occur.
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with policy or not**
 - **If moving forward, initiation of the development of the weekend workplace policy**
 - **If moving forward, approval of the weekend workplace policy by PCACAB**
 - **If moving forward, implementation of the weekend workplace policy by insertion into the PCAS Policy and Procedures document.**

Section 3. Short Term Goals Recommendations

Short Term (1-2 years) Goals Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.
 - **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**
 - **Develop Options Paper addressing necessary structural improvements to PCAS, expansion of the current facility, or securing another facility—moving all animals into it or—securing an additional facility and housing either dogs or cats in it and having staff divided to support both facilities**
- ✓ PCAS should seek to acquire a full time staff (1 FTE) person to be added to address shelter and field operations.
 - **Measures of Progress/Success**
 - **Position description developed for shelter and field operations staff person**
 - **Staff person hired**
- ✓ Develop Action Plan for Pitt County Animal Containment Law
 - **Measures of Progress/Success**
 - **Action Plan approved by PCACAB**
 - **Implementation of Action Plan initiated**
- ✓ Implement the Volunteer Recruitment Program mentioned in the *“Immediate Goals Recommendation”*
 - **Measures of Progress/Success**
 - **Volunteer program developed, operational, and effective**
- ✓ Continue implementing the provisions of the communication strategy that was developed under the *“Immediate Goals Recommendation.”*
 - **Measures of Progress/Success**
 - **Implementation of PCACAB approved communication strategy**
- ✓ Review recommendations from the shelter guidelines document and develop an Action plan for implementation.

- **Measures of Progress/Success**
 - **Development of Action Plan for implementation of shelter guidelines recommendations**
 - **Consideration of cost/benefit issues when deciding which guidelines to implement and when such guidelines should be implemented**
- ✓ Continue to increase live release rate by 5%.
 - **Measures of Progress/Success**
 - **Reviewing annual live release rate data**
 - **Continuing to educate the public about importance of spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Continue to reduce euthanasia rate yearly (avg. 50 animals)
 - **Measures of Progress/Success**
 - **Reviewing of annual euthanasia rate data**
 - **Continuing to educate the public about importance of spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Implement owner surrender by appointment only policy
 - **Measures of Progress/Success**
 - **Updating PCAS Policy and Procedures document to include owner surrender by appointment**
 - **Announcement of PCAS policy change in social media and other media outlets**
- ✓ Develop Action Plan pet registration with fee/renew every 3-5 years
 - **Measures of Progress/Success**
 - **Action plan for pet registration with fee developed and approved by PCACAB**

Section 4. Intermediate Term Goals Recommendations

Intermediate Term (2-5 years) Goals Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.

Pitt County Animal Control Advisory Board

- **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**
- ✓ Continue to increase live release rate by 5% and reduce euthanasia rate yearly (avg. 50 animals)
- **Measures of Progress/Success**
 - **Reviewing annual live release rate data**
 - **Reviewing of annual euthanasia rate data**
 - **Continuing to educate the public about importance spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Implementation of Pitt County Animal Containment Law
 - **Measures of Progress/Success**
 - **Ordinance developed, implemented and enforced**
 - **Ordinance effective and not receiving significant numbers of citizens or other complaints**
- ✓ Implement Pet registration with fee/renew every 3-5 years
 - **Measures of Progress/Success**
 - **Implementation of Pet registration with fee effective**
 - **Enforcement of Pet registration with fee non-problematic**
- ✓ Discuss the development of Pitt County Anti-tethering policy
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with policy or not**
 - **If moving forward, initiation of the development of an Action Plan**
 - **If moving forward, approval of the Action Plan by PCACAB**
- ✓ Discuss banning animals from riding without restraints in the uncovered bed of trucks
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with policy or not**
 - **If moving forward, initiation of the development of an Action Plan**
 - **If moving forward, approval of the Action Plan by PCACAB**

Section 5. Long Term Goals Recommendations

Long Term (5-10 years) Goals Recommendations

- ✓ Continue to implement required provisions from the NC Animal Welfare Administrative Code under the Veterinary Division of the North Carolina Department of Agriculture and Consumer Services stated in Chapter II, Section 14 of this document.
 - **Measures of Progress/Success**
 - **Continue meeting NC certification standards**
 - **Ultimately, receiving high site review ratings**
- ✓ Continue to increase live release rate by 5% and reduce euthanasia rate yearly (avg. 50 animals)
 - **Measures of Progress/Success**
 - **Reviewing annual live release rate data**
 - **Reviewing of annual euthanasia rate data**
 - **Continuing to educate the public about importance spaying/neutering animals**
 - **Continuing to encourage the public to adopt PCAS animals**
- ✓ Development of anti tethering policy Action Plan
 - **Measures of Progress/Success**
 - **If moving forward, Action Plan developed and approved by PCACAB**
 - **If moving forward, anti-tethering policy developed, implemented, and effective**
- ✓ Development of ordinance banning animals from riding without restraints in the uncovered bed of trucks
 - **Measures of Progress/Success**
 - **Decision made by PCACAB to either move forward with ordinance or notlf moving forward, initiation of the development of an Action Plan**
 - **If moving forward, approval of the Action Plan by PCACAB**
 - **If moving forward, ordinance banning unrestrained animals from riding in the uncovered bed of trucks developed, implemented, and effective**
- ✓ Revisit Pitt County Animal Control Strategic Planning document and evaluate Measures of Success to determine if next steps or contingency measures are necessary for any of the elements identified in the various goals.

Pitt County Animal Control Advisory Board

Goals Timeline Tracking Table/Checklist

Table 7

Goal	Implementation Schedule	Initiation (projected)	Completion (projected)	Measure of Success
A. Continue Meeting NC Code	Immediate (now)	Ongoing	Ongoing	1. Meet standards _____ 2. Facilities Option paper _____
B. 3 Full-Time PCAS FTEs and 1 part time FTE	Immediate (now)	March 2014	When hired	1. PDs developed _____ 2. People hired _____
C. Develop Communication Strategy	Immediate (now)	Ongoing	January 2014	ACAB approved Communication Strategy _____
D. Discuss Pitt County Animal Containment Ordinance	Immediate (now)	Ongoing	Spring 2014	Decision made how to move forward _____
E. Centralized County Lost Pet Site	Immediate (now)	Ongoing	Summer 2014	Site established and working effectively _____
F. Discuss Policy for Working Alone	Immediate (now)	Ongoing	Summer 2014	1. Decision made how to move forward _____ 2. Dev. of policy _____ 3. Implementation of policy _____
A-1. Continue Meeting NC Code	Short (1 – 2 yrs.)	Ongoing	Ongoing	1. Meet standards _____ 2. Dev. Action Plan for ACAB approved facility option _____
C-1. Continue Implementing Communication Strategy	Short (1 – 2 yrs.)	Ongoing	Ongoing	Communication between municipalities and partners effective _____
D-1. Develop Action Plan for Animal Containment Ordinance	Short (1 – 2 yrs.)	Spring 2014	January 2015	1. ACAB approval of Action Plan _____
G. 1 Full Time Shelter and Field Operations FTE	Short (1 – 2 yrs.)	March 2015	When hired	1. PD developed _____ 2. Person hired _____
H. *Implement Volunteer Recruitment Program	Short (1 – 2 yrs.)	Ongoing	Summer 2014	Program operating and effective _____
I. *Develop Action Plan for Shelter Guidelines Recommendations	Short (1 – 2 yrs.)	Ongoing	December 2014	ACAB approval of Action Plan _____
J. *Develop Action Plan for Pet Registration with fee	Short (1 – 2 yrs.)	Fall 2014	January 2015	ACAB approval of Action Plan _____
K. *Continue to Increase Live Release Rate	Short (1 – 2 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up _____
L.*Continue to Reduce Euthanasia Rate	Short (1 – 2 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up _____
M. *Implement Owner/ Surrender by Appointment	Short (1 – 2 yrs.)	Summer 2015	January 2015	1. Announce policy change to public _____ 2. Update P&P doc. _____

Goals Timeline Tracking Table/Checklist (Continued)

Goal	Implementation Schedule	Initiation (projected)	Completion (projected)	Measure of Success
A-2. Continue Meeting NC Code	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	1. Meet Standards _____ 2. Achieve High Standards
C-2. Continue Implementing Communication Strategy	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	Communication between municipalities and partners effective
D-2. Implement Animal Containment Ordinance	Intermediate (2 -5 yrs.)	Spring 2015	Spring 2016	Ordinance developed , implemented, and enforced
I-1. *Implement Shelter Guidelines Recommendations Action Plan	Intermediate (2 -5 yrs.)	Spring 2015	Ongoing	Guidelines implemented and effective in helping PCAS meet NC Code
J-1. *Implement Pet Registration with fee	Intermediate (2 -5 yrs.)	Spring 2015	Spring 2016	Implementation effective and enforcement non-problematic
K-1. * Continue to Increase Live Release Rate	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
L-1. *Continue to Reduce Euthanasia Rate	Intermediate (2 -5 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
N. *Discuss anti-tethering ordinance	Intermediate (2 -5 yrs.)	January 2017	December 2017	Decision to move forward or not
O. *Discuss banning animals riding uncontained in vehicle	Intermediate (2 -5 yrs.)	January 2017	December 2017	Decision to move forward or not
A-3. Continue Meeting NC Code	Long Term (5-10 yrs.)	Ongoing	Ongoing	Achieve High Standards
K-2. *Continue to Increase Live Release Rate	Long Term (5-10 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
L-2. *Continue to Reduce Euthanasia Rate	Long Term (5-10 yrs.)	Ongoing	Ongoing	1. Review Data _____ 2. Spay/Neuter Ed _____ 3. Adoptions up
N-1. *Discuss anti-tethering ordinance	Long Term (5-10 yrs.)	Ongoing	Ongoing	Depending on earlier decisions
O-1. *Discuss banning animals riding uncontained in vehicle	Long Term (5-10 yrs.)	Ongoing	Ongoing	Depending on earlier decisions
P. Revisit Strategic Planning activities	Long Term (5-10 yrs.)	Summer 2018	January 2019	Assessment of all Measures of Success

**This goal was part of the planning of other goals and is now isolated for accountability or it was recommended from citizens' public surveys and/or forums*

Attachment 2: PCAS Future Goals and Strategic Plans

(Developed by ACAB and led by Dr. Willis during 2012 -2013)

***Recommended Updates to the Pitt County Shelter And Rabies Control: Policies and Procedures document**

(Page numbers are listed as Shelter Guidelines pg #/PACA-PP pg #)

1. Include Mission Statement (p 12/p 4)
2. Shelter Operations –Records: (p 12/p 9)
 - a. Need ID physically affixed to animal
 - b. List identifier (who completed paper work)
 - c. Microchip scan results (note scan was complete, and results)
3. Include Reference of Working With Veterinarian (p 12)
4. Care of Animals:
 - a. Movement patterns for animals who cannot be physically touched (p 50/p 13)
 - b. Isolating sick animals from apparently healthy ones
 - i. 10% of facility should be devoted to isolation (p 13/p 13)
 - ii. “Healthy to sick” traffic pattern (p 13/p 13)
 - c. Vaccinations:
 - i. Rabies is not considered a priority (but believe current policy is warranted)
 - ii. Vaccines for cats: FVRCP (p 25-26/p 14)
 - iii. Vaccines for dog: DHPP or Da2PPC, Bordetella (p 25-26/p 13)
 1. *Possible Canine Influenza H3N8
 - d. Feeding and Watering – estimated 6 minutes per day per animal (p 18/p 14)
 - e. Cleaning and Disinfection (referenced to as “Sanitation” in manual)
 - i. Estimated 9 minutes per day per animal (p 18/ p 14).
 - ii. Removal of gross organic matter, cleaning with detergent or degreaser (p 21/p 14)
 - iii. Movement patterns for animals who cannot be physically touched (p 50/p 14-15)
5. Family Structure* Addendum Needed to PCAS –p & p (recom p 23, add #12, before C)
 - a. Space requirements of cats: (p 14)
 - i. Recommendation of 30 cubic feet per cat
 - ii. Separation of food, urination and defecation, and resting areas should be maximized
 - iii. litter box should be large enough to comfortably accommodate pet’s entire body
 - b. Ventilation:
 - i. Need between 10 to 20 room air exchanges per hour with fresh air (p 16)
 - ii. Isolation areas for dogs should have separate air circulation from rest of facility (p 16)
 - iii. Cat cages facing each other should be spaced more than 4 feet apart
 - c. Sound Control:
 - i. Architectural strategies – arrangement of caging and material selection (p 17)
 - ii. Behavior modification strategies – music can be used to reduce animal stress (p 17)
 - iii. Cats should not be exposed to noise of barking dogs (p 17)
6. Mental & Physical Stimulation Becomes More Important as Length of Stay Increases (p 15)
* Addendum Needed to PCAS – P & P (recom p 17, insert before #7)
 - a. Alternative housing arrangements: hiding areas, play areas, rest areas (dogs) & scratching, climbing and perching areas (cats) (p 15)
 - b. Staff training to recognize body language and other behaviors that indicate animal stress, pain, and suffering (p 33)
 - c. Establish behavioral evaluation prior to re-homing (or other placement) (p 33)
 - d. Proper socialization and enrichment for kittens and puppies (p 34-36)

Winter 2013

7. Tracking Statistics(p 19) *Addendum Needed to PCAS- P & P (recom p 17, insert before # 7)
 - a. Disease incidence should be monitored and tracked monthly (pre-existing and shelter acquired)
 - b. Periodic review of the rate of morbidity and mortality (p 29)
8. Formite Control –Huge!!! (p 22 – 23/p 24)
 - a. Footbaths are inadequate to prevent infectious disease
 - i. Use dedicated boots or disposable shoe covers
9. Adequate Scanning for Microchips – Staff Training (PCAS – P & P p 9)
10. Emergency Medical Plan (p 26) *Addendum Needed to PCAS – P& P (recom p 15, add “D” before VIII)
 - a. Provide appropriate and timely veterinary medical care
 - b. *Natural disaster planning
11. When Healthy Animals Remain in Care for Longer than 1 Month, Exams Including Weight and Body Condition Score Should be Performed and Recorded at Least on a Monthly Basis. *Addendum needed to PCAS – P & P (recom p 17, insert before # 7)
12. Separation of Animals by Species (p 34/p 13)
13. Verification of Death (PCAS –P & P p 20)
 - a. Pupillary and corneal reflexes, toe withdrawal, pulse, respiration and heartbeat (p 41)
 - b. Separate room for euthanasia where other animals cannot hear procedure (and to limit distractions and interruptions) (p 42)
 - c. Need control log for controlled drugs and all euthanasia (p 42)
14. Does *Spay Today* Follow All These Guidelines Listed in PP 43 – 44?
15. Animal Transport Guidelines
 - a. Verify requirement when animals are transported across state lines (p 45); *Addendum needed to PCAS P & P (recom p 27)
 - b. Animals must be vaccinated and treated for internal and external parasites (p 45); *Addendum needed to PCAS – P & P (recom p 27)
 - c. No sedation unless recommended by veterinarian (p 46/p 27)
 - d. Use thermometer in area where animals are housed within vehicle (p 46/p 27)
 - e. Maximum transport should be no more than 12 hours (p 46/p 27)

***The Pitt County Animal Control Advisory Board is Currently Initiating the Development of Strategic Planning for the future maintenance and operation of the Pitt County Animal Shelter.**

Attachment 3: Pitt County Strategic Planning Communication Strategy (December, 2013)

The purpose of this communication strategy is to ensure that the governing officials and citizens of Pitt County, as well as the municipalities and the animal care partners within the county, are appropriately informed of the new vision and goals for the Pitt County Animal Shelter (PCAS) defined in the Pitt County Animal Control Strategic Planning document. This communication strategy will also outline other information sharing opportunities regarding lost pets and other programs being implemented by the Pitt County animal care community.

The primary mission of the Pitt County Animal Shelter is:

To provide services which:

- Safeguard public health and safety by supporting the education of our citizens on responsible pet ownership;*
- The protection of our community's animals from cruelty and neglect; and*
- The housing, care, placement or humane resolution for the animal in its care.*

PCAS Vision Statement

PCAS will act as County Leader in addressing animal control by:

- Advocating for PCAS to have adequate personnel and funding to continue meeting the state of North Carolina required guidelines for certification;*
- Coordinating with all partners, including municipalities within the county, in addressing animal care issues and providing general information sharing opportunities; and*
- Continuing to educate county residents about animal control concerns and solicit public feedback where appropriate.*

Animal Control Advisory Board (ACAB) Orientation

ACAB members will be provided orientation training on updated by laws of the Board

- Bylaws of the operating procedures of the Board will be updated*
- Members of the Board will be trained on all policy and procedures, by laws, and ordinances that the Board is mandated by.*
- New members of the Board will be trained on all of the above mentioned documents and procedures as appropriate.*

PCAS Live Release Rate Increase and Euthanasia Rate Reduction Goals

- *PCAS— Continuing to Increase the Live Release Rate by 5% and Reduce the Euthanasia Rate annually were identified as Short Term goals with Ongoing and Long Term implications.*
- *These goals can be addressed through reviewing the data and directing outreach opportunities to continue educating Pitt County citizens about the need to have their pets spayed or neutered.*
- *These goals may also be addressed additionally through outreach opportunities encouraging Pitt County citizens to adopt PCAS and other partner dogs and/or cats to be a part of their families.*

Meet With Pitt County Board of Commissioners to Present the Strategic Plan

- *To present the strategic plan document to the Board of Commissioners to get their support which ultimately should result in increased funding for PCAS including hiring of several FTEs over the next year.*
- *To get their input on the plan and make changes as necessary.*
- *Establish annual updates to the Commissioners regarding the Measures of Success of the goals.*

Meet With PCAS Management and Staff to Present the Strategic Plan

- *PCAS management, staff, and volunteers will be implementing the plan or their workplace may be significantly impacted if the strategy is adopted by ACAB.*
- *ACAB should meet with PCAS management and staff to personally inform them of the impacts of the adopted strategic plan.*
- *Ideally, if ACAB adopts the strategy, this meeting should occur soon after the Board meeting in which the vote occurred to adopt the plan.*

Quarterly Informational (Sharing) Meetings with Pitt County Municipalities (or as needed)

- *The goals of these meetings are to share information with each other including updates of strategic planning activities.*
- *Ultimately, these meeting and other information sharing opportunities will help to create more effective working relationships between PCAS and the Pitt County Municipalities it supports*
- *Lastly, these meeting will assist in the participation of each entity in activities that will be mutually beneficial to PCAS and the municipalities (i.e., grants, equipment, and other resources).*

First Meeting Summary

- *Recent Meeting held at the County Home Road site in Greenville, NC on Oct. 30, 2013*
- *14 people in attendance*
 - *2 from HSUS*
 - *2 from Town of Winterville*
 - *2 from City of Greenville*

Pitt County Animal Control Advisory Board

- 3 from PCACAB
- 3 from Pitt County
- 1 from Ayden
- 1 from Farmville
- *Meeting format*
 - *General update of strategic planning activities by ACAB Chair, Linda Mazer and Shelter Director Michele Whaley*
 - *HSUS Representative, Kimberley Alboum facilitated Municipality information sharing period*
- *Issues discussed/agreed to*
 - *All agreed that a centralized site for Pitt County residents to begin search for lost pets is needed*
 - *All agreed that frequent municipality meetings is needed*
 - *Sharing resources such as microchip scanners is needed*
 - *Municipalities (small) would have an opportunity to discuss their issues*
 - *Next meeting should be in 3 months (~Feb. 1, 2014)*

Bi-Annual Meetings with Pitt County Animal Care Partners (or as needed)

- *The goal of this meeting is to share Pitt County animal care/control information with each other including update of strategic planning activities*
- *Continue to partner with these entities and ultimately increase the number of such partnerships with other animal care/control entities.*

First Meeting Summary

- *Recent meeting held in the Commissioner's Auditorium on Nov. 19, 2013 during regular ACAB meeting*
- *3 Pitt County Animal Care/Control partners participated*
 - *Spay Today*
 - *Humane Society of Eastern North Carolina*
 - *Pitt Friends of PCAS (not in attendance; however, sent letter addressing it's challenges)*
- *Meeting format*
 - *General update of strategic planning activities by Strategic Planning Committee Chair, JC Woodley*
 - *Presentations from each partner including their mission and/or vision*
 - *Presentations also included articulation of their partnership with PCAS*
 - *ACAB Chair, Linda Mazer and Shelter Director Michele Whaley provided more insight on the partnerships and their effectiveness.*
 - *Next meeting should occur in May 2014.*

Annual Meeting with Pitt County Citizens

- *To provide Pitt County Citizens with an annual "State of Animal Control"*
- *To gather information from the Pitt County citizens regarding animal control/care*

Development of Central Site for Pitt County Citizens to began search for lost pets

- *To establish a centralized electronic location for beginning the search for lost pets*
- *All municipalities would share photos or narrative statements, as appropriate , announcing reported lost pets*
- *All municipalities would share photos or narrative statements, as appropriate , announcing found pets*
- *Additional platform to publicized information to citizens regarding Pitt County policy changes, enforcement activities, and/or animal care resources as they are made available.*

Providing Information to Local Media Regarding Strategic Plan Activities

- *To keep the public informed of the progress of the development and implementation of the Pitt County Animal Control Strategic Planning activities.*
- *This type of transparency was requested by the Pitt County residents through the public forums and citizens' survey conducted during Summer of 2013.*

Attachment 4. Estimated Pet Population Calculations Using Census Data and HSUS Formulas

Pitt County Population Data from 2012 National Census

- ❖ Pitt County est. population 172,554 people
- ❖ 2.45 people per household
- ❖ $\frac{172,554 \text{ (people)}}{2.45 \text{ (people/household)}} = 70,430 \text{ households}$

National Data

- ❖ 46% households have dogs
- ❖ 39% households have cats
- ❖ 1.7 dogs/household
- ❖ 2.2 cats/household

Pitt County Estimated Dog and Cat Populations

- ❖ $70,430 \text{ (households)} \times .46 = 32,398 \text{ households with dogs}$
- ❖ $70,430 \text{ (households)} \times .39 = 27,468 \text{ households with cats}$
- ❖ $32,398 \text{ (households)} \times 1.7 \text{ (dogs/households)} = 55,077 \text{ dogs in Pitt County}$
- ❖ $27,468 \text{ (households)} \times 2.2 \text{ (cats/household)} = 60,430 \text{ cats in Pitt County}$

If 20% of Pet Population Come into PCAS over 5 years, the projected Pitt County Costs?

- ❖ $55,077 \text{ dogs} \times 0.2 = 11,015 \text{ dogs}$
- ❖ $11,015 \text{ dogs} \times \$109 = \$1,200,679/5 \text{ years or } \$240,000/\text{year for dogs}$
- ❖ $60,430 \text{ cats} \times 0.2 = 12,086 \text{ cats}$
- ❖ $12,086 \text{ cats} \times \$109 = 1,317,374/5 \text{ years or } \$263,475/\text{year for cats}$



If Pet registration is adopted just for pet (dogs and cats) owners, the expected additional animal care/control revenue would be:

Registered Cats Total Revenue Generated After 5 years = \$1,208,600

- ❖ 1st year $60,430 \times \$10 = \$604,300$
- ❖ 3rd year $60,430 \times \$5 = \$302,150$
- ❖ 5th year $60,430 \times \$5 = \$302,150$

Registered Dogs Total Revenue Generated After 5 years = \$1,101,540

- ❖ 1st year $55,077 \times \$10 = 550,770$
- ❖ 3rd year $55,077 \times \$5 = \$275,385$
- ❖ 5th year $55,077 \times \$5 = \$275,385$

(Note: These are Conservative Estimates Assuming 0 expansion of Population)

If PCAS No Longer Offer Services to Citizens of Pitt County

There is no circumstance in which a decision to suspend or permanently halt animal care/control services to the Pitt County residents without there being significant negative impacts on the quality of life of the residents, and the County's environment including the habitats of the animals.

Below is an example of how quickly the dogs and cats populations could explode to out-of-control levels within 5 years.

(Note: These are Conservative Projections that do not include other factors such as demographics)



Dogs

- ❖ Assuming 50% of a population of 55,077 dogs constitute males and the other 50% constitute females, thus if 27,539 animals produce a litter of 3 puppies twice in a year= 165,231 additional dogs will be in Pitt County.
- ❖ The total population would be $55,077 + 165,231 = 220,308$ dogs in 1 year
- ❖ Again assuming 50% of a population of 220,308 dogs constitute males and the other 50% constitute females, thus if 110,154 dogs have a litter of 3 puppies twice a year, in 2 years there would be 1,321,848 additional dogs in Pitt County and in 3 years the total number of dogs in the county would be $1,321,848 + 220,308 = 1,542,156$.

Cats

- ❖ Assuming 50% of a population of 60,430 cats constitute males and the other 50% constitute females, thus if 30,215 animals produce a litter of 3 kitties twice in a year= 181,290 additional cats would be in Pitt County.
- ❖ The total population would be $60,430 + 181,290 = 241,720$ cats in 1 year
- ❖ Again assuming 50% of a population of 241,720 cats constitute males and the other 50% constitute females, thus if 120,860 cats have a litter of 3 kitties twice a year, in 2 years there would be 1,450,320 additional cats in Pitt County and in 3 years the total number of cats in the county would be $1,450,320 + 241,720 = 1,692,040$.



Big ~~Monday~~ — 4th Wednesday — 5³⁰ — 7³⁰ (Sept. 20)

Item # 31



City of Greenville, North Carolina

Meeting Date: 9/8/2016
Time: 6:00 PM

Title of Item: Update on Animal Control Consolidation Process and Study

Explanation: **Abstract:** During a May 23, 2016 City Council discussion on Animal Control services, City Council voted to investigate consolidation of the City's Animal Protective Services Unit with Pitt County's Animal Control Unit. Staff will provide additional details on operational costs and improvements in operational procedures, and seek further direction from Council on moving forward with this initiative.

Explanation: On May 23, 2016, the City Council voted "...to authorize the City Manager to have discussion with the County Manager to investigate consolidation of the City's Animal Control Services unit with Pitt County...." This vote was the result of Council discussion that there was approximately \$150,000-\$250,000 in savings that the City could achieve through consolidation. However, after the meeting, it was determined that there had been an error in the Police Department's report as a result of comingling operational and capital costs such that the anticipating savings of over \$200,000 does not exist. See attached memorandum from Chief Holtzman.

Subsequent to this directive, City staff have implemented several new initiatives toward resolving various concerns relating to the handling of our animals and the Animal Protective Services (APS) Unit as follows:

- The City is now utilizing the same animal tracking software system as used by Pitt County. The PetPoint software allows for real-time animal tracking, offers public viewing of rescued animals, and integrates with both the Pitt County Animal Shelter and the Pitt County Humane Society's systems. This new system should eliminate concerns related to the tracking of animals.
- The City is now contracting with the Humane Society of Eastern Carolina (located in Greenville) to assist with pet adoptions. APS staff coordinates with the Humane Society so that they can select animals that they think will be adoptable, prior to those animals being sent to either our temporary

shelter or to the Pitt County Animal Shelter.

- The City of Greenville and the Humane Society explored options for the City to renovate and use excess dog/cat runs at their facility for temporary holding of our animals. However, due to differences in philosophy related to eventual possible euthanasia of animals, it was determined that the two organizations' philosophies were not compatible, and this initiative did not advance. There were also concerns of security relating to the care of animals that are involved in Police investigations or court orders (i.e., aggressive animals).
- City staff have performed cursory evaluations of a few other options related to leasing alternate facilities for providing expanded capacity for temporary housing of animals; however, the options evaluated did not meet zoning requirements.
- APS is currently working with several neighborhood groups on the Trap-Neuter-Release (TNR) program. There are approximately six TNR colonies that are currently operational.

As such, I believe that concerns related to accountability and transparency of animal counts have been resolved, a more proactive stance as it relates to animal adoptions has been initiated, short-term facility options have been explored, and APS has moved forward with establishing TNR programs in our community to address reducing the feral cat population. Additional initiatives may be forthcoming in the future.

Moving forward, there are a few directions related to APS for the City Council to consider, either separately or in combination:

- Re-evaluate the benefits/need to move forward with the proposed consolidation study in light of lack of financial savings as first anticipated and the likely reduction in services currently offered by the City's APS Unit in comparison to the basic level of service offered by the Pitt County APS Unit.
- Perform an assessment of APS via the development of a 5-Year Plan to include evaluation of the City's existing APS operations, evaluation of the current temporary holding facility (Ms. Helen's), development of future capital needs and requirements for temporary holding, evaluation of future costs related to Pitt County Animal Shelter, etc.
- Conduct a 5-year assessment of APS and continue to pursue consolidation with Pitt County by authorizing City staff to participate in the study and pay one-half of the cost of a consolidation study (currently estimated to be up to \$40,000)

City and County staff have met to discuss the proposed consolidation study. The meeting was held after the determination was made that there might not be the anticipated savings to the City of Greenville as described above. Pitt County staff expressed concern that the County is in need of moving forward with the addition to the Shelter due to overcrowding. They further indicated that if the consolidation study is not going to move forward, they need to immediately proceed with the programming, design, bidding, and construction of the new Shelter space. At this point in time, it is estimated that the addition to the Shelter

will take 12 months in total. Pitt County Manager Scott Elliott has advised that a consolidation study would cost in the range of \$30,000-\$40,000 based on initial inquiries.

Fiscal Note:

Without the financial savings initially discussed and with the improvements already made to the City's APS Unit, City staff does not recommend incurring the cost of a consolidation study at this time.

Recommendation:

City Council provide further direction on moving forward with this initiative.

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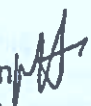
 [7-20-16 Chief Holtman Memo](#)



POLICE DEPARTMENT

Memorandum

To: Barbara Lipscomb
City Manager

From: Mark Holtzman 
Chief of Police

Date: July 20, 2016

Subject: Animal Protective Services Consolidation Overview

This memo reviews budgetary and transparency issues raised to council over the past few months. These two issues contributed to the council's action to explore potential benefits for consolidation of city and county Animal Protective Services (APS) functions. Since that time I have met with staff to review the budget, services and record keeping aspects of the city's APS unit. The overview of these results are listed as follows.

Budget

The estimated operating budget for the city's APS unit was \$458,479 for FY16. This figure is drastically different than the more than \$600,000 presented to council during the discussion earlier this year. The error was noted after the meeting and occurred based on a quick combination of both the annual operational and total capital investments listed in the memo presented to council at that time. This error led to the discussion of a proposed consolidation study with the county's APS service, which was listed to increase roughly \$450,000 under a county-wide APS model. Upon a careful review of the city's APS budget, this initial savings of more than \$150,000 in fact does not exist.

A detailed annual budget for the city's APS unit (\$458,479 FY16) includes salary & benefits for our five full-time APS officers, operating costs, contracted services and an estimated annual vehicle and equipment replacement cost. The chart includes a 2% COLA and increases in the Pitt County shelter fees over the next three years. The Pitt County fees, along with our contract with Cora's for temporary sheltering, are the current areas of budgetary concern.

Policies, Accountability and Transparency

Policy changes to reduce the number of animals taken to the Pitt County shelter are being reviewed. Likewise, alternatives are being explored for our temporary sheltering needs to reduce costs and increase transparency for public viewing of animals.

One major improvement already underway is the implementation of a new software system called Pet-Point. Pet-Point is a web-based service that allows for more accurate record keeping, real-time animal tracking, offers public viewing of rescued animals and integrates with both the Pitt County shelter and the Humane Society's systems. Pet-Point allows for our APS officers to initiate a record of the animal immediately in our system. The electronic record of the animal is then tracked and transferred to the Pitt County shelter or the Humane Society where it is also viewable by the public on-line every step of the way.

Comparison

Using the budget numbers provided by the county, I reviewed operating costs of both the city and county APS units. Both units are similar in size and have equally similar operating expenses with the exception of the city's temporary and permanent sheltering fees. Even with these fees in mind the difference in operating costs is negligible for FY16. (City \$458,479 to the county's \$413,696.)

Taking into account the increased sheltering fees and a modest 2% COLA, our estimated expenses for the city's APS unit are \$479,279 FY17, \$514,510 FY18, and \$529,073 for FY19. This is before any policy changes to reduce the number of animals taken to the shelter or any changes to be made in the temporary sheltering contract.

Calls for services and types of services offered by the city are fairly different. The city handles nearly 7,000 calls for service a year compared to approximately 2,000 by the county. This increased call demand coincides with additional services offered in the city over that offered by the county.

Summary

The two main concerns raised during the previous council meeting that led to the discussion of consolidated services included 1) cost saving and 2) a lack of transparency. The first [budget] concern has been sharply mitigated through a more careful review of the annual operating expenses (\$458,479 FY16) as compared to the county-wide model estimate estimated to begin at \$450,000. The second [transparency] concern will be greatly reduced with the implementation of the same software system used by the county shelter (Pet Point) which allows the public to view our rescued animals on-line. The final step for transparency includes increased public access to rescued animals at our temporary sheltering site which is also being evaluated.

Therefore, with the mitigation of a large majority of the financial concerns along with the list of improvements in transparency, I would recommend delaying a full consolidation study for the foreseeable future.

Mark Holtzman July 2016

Pitt County APS Operating Budget	
Category	FY16
Salaries & Benefits uniforms	\$ 299,966
automotive expenses	\$ 4,184
office supplies	\$ 24,396
supplies and material	\$ 1,004
computer equipment	\$ 14,956
computer software	\$ 7,665
misc operating expense	\$ -
travel	\$ 5,398
vehicle radios replacement	\$ 2,099
telephone	\$ 4,053
printing	\$ 235
copier rent	\$ 296
dues subscriptions	\$ 76
equipment for vehicles	
motor vehicles	\$ 49,368
contracted services	\$ -
	\$ 413,696

Greenville Animal Protective Services Annual Operating Budget				
Category	FY16	FY17	FY18	FY19
Salaries and Benefits One Supervisor and four AP5 officers	\$ 325,023	\$ 331,523	\$ 338,154	\$ 344,917
Uniforms including ballistic vest replacement (5yr cycle)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Operating Costs				
Costs	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Pitt County Animal Shelter Fees	\$ 14,300	\$ 28,600	\$ 57,200	\$ 65,000
Humane Society contract	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Supplies and Materials	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Misc. Vet Fees and expenses	\$ 7,700	\$ 7,700	\$ 7,700	\$ 7,700
Software Service fees	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300
Vehicles annual replacement	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000
Equipment for Vehicles (annual estimate)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Vehicle Maintenance / Fuel	\$ 29,311	\$ 29,311	\$ 29,311	\$ 29,311
Cellular and Portable Radios replacement annually	\$ 6,345	\$ 6,345	\$ 6,345	\$ 6,345
Vehicle Radios replacement	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Mobile Computers / mounts	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
TOTAL Annual Cost APS	\$ 458,479	\$ 479,279	\$ 514,510	\$ 529,073