



Agenda

Greenville City Council

February 6, 2017
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Mayor Pro-Tem Smith

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Consent Agenda

1. Minutes from the September 8 and October 20, 2016 City Council meetings
2. Ordinance amending the Manual of Fees to delete the Citizens Academy fee
3. Authorization for Greenville Utilities Commission to initiate condemnation proceedings for property and/or easements necessary for the Southwest Bypass Electric Relocation Project
4. Resolution approving the grant of right-of-way and easements to the North Carolina Department of Transportation for the Dickinson Avenue Improvement Project

5. Resolution supporting an application by Blackbeard Coffee Roasters for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division
6. Resolution supporting an application by Caremaster, LLC for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division
7. Resolution supporting an application by Greenville Theatre Ventures for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division
8. Resolution supporting an application by Jenni K Jewelry for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division
9. Resolution supporting an application by The Shave on Fifth for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division
10. Parking Lot License Agreement with Carolina Telephone and Telegraph Company LLC (Centurylink)
11. Resolution approving a lease agreement with U.S. Bank Equipment Finance for cardiovascular exercise equipment for the Greenville Aquatics and Fitness Center
12. Various tax refunds greater than \$100
13. Reports on Bids and Contracts Awarded
14. Budget ordinance amendment #6 to the 2016-2017 City of Greenville budget (Ordinance #16-036)

VII. New Business

15. Presentations by Boards and Commissions:
 - a. Board of Adjustment
 - b. Community Appearance Commission
 - c. Greenville Housing Authority
16. Ordinance to Amend Chapter 2 of Title 10 of the Greenville City Code and the Manual of Fees relating to Crosswalk Enforcement Zones
17. Amendment to Service Agreement with Development Finance Initiative Relating to the Imperial Site Project
18. Presentation by the Community Development Department on West Greenville Revitalization Initiatives and Improvements

19. Report on Public Private Partnership Initiatives for the Town Common

VIII. Review of February 9, 2017 City Council Agenda

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Minutes from the September 8 and October 20, 2016 City Council meetings

Explanation: Proposed minutes from regular City Council meetings held on September 8 and October 20, 2016 are presented for review and approval.

Fiscal Note: There is no direct cost to the City.

Recommendation: Review and approve proposed minutes from regular City Council meetings held on September 8 and October 20, 2016.

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

Attachments / click to download

[Proposed_Minutes_of_the_September_8_2016_City_Council_Meeting_1036918](#)

[Proposed_Minutes_of_the_October_20_2016_City_Council_Meeting_Rescheduled_from_October_10_2016_1043589](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, SEPTEMBER 8, 2016



A regular meeting of the Greenville City Council was held on Thursday, September 8, 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, asking that the audience stand for a moment of silence and the Presentation of Colors in recognition of the 15th anniversary of the 9/11 attacks. He then gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Council Member Rose H. Glover, Council Member McLean Godley, Council Member Rick Smiley, Council Member P. J. Connelly and Council Member Calvin Mercer

Those Absent:

Mayor Pro-Tem Kandie Smith

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 that presentation of a proclamation for Deaf Awareness be added to the agenda, along with a bid withdrawal hearing and a closed session related to a personnel matter. She also asked that the rezoning ordinance requested by Happy Trail Farms, LLC be continued to October.

Council Member Mercer asked that the 2017 Schedule of City Council Meetings and the Fiscal Year 2017-2018 Budget Schedule be continued to October.

Mayor Thomas asked that discussion of appointment to the Pitt County Animal Control Advisory Board be continued to November as well since Mayor Pro-Tem Smith was unable to be at this meeting and she was the one who'd requested the item be on the agenda.

Upon motion by Council Member Glover and second by Council Member Godley, the City Council voted unanimously to approve the agenda with the changes noted by the City Manager and requested by various members of the City Council.



PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 6:12 pm, explaining procedures which should be followed by all speakers.

Marion Blackburn – 802 River Hill Drive

Ms. Blackburn wished Council Member Smiley a happy birthday and stated her address for the record. She urged the City Council to consider consolidating the City's animal control services with larger, more comprehensive Pitt County animal services program. Greenville taxpayers and animal lovers alike will benefit from a more efficient, humane program that costs less. Consolidation just makes sense. Presently the City and County have mismatched and costly programs that confuse residents. Progressive, modern and humane laws that don't end at the City limits would benefit people and animals. Overlapping programs simply cost more. The report that will be presented tonight claims that accountability and transparency are resolved. That claim is untrue. There are trifold problems that must be addressed.

1. Logistics – As the area grows, there will be a need for more shelter space. Pitt County, by law, may simply close its doors to the City and no longer take in the cats and other animals the City shunts to them. That means all those animals will be killed unless Greenville chose to operate its own shelter, which would be a costly undertaking. Moreover, prior to 2001, when Greenville operated the animal shelter, the kill rate was 90%. The shelter euthanasia rate today is below 50%. A return to those bad old days is unacceptable.
2. Policy – At present, there are patchwork laws that serve neither residents nor animals. Greenville has failed to initiate even a basic Trap, Neuter, Return (TNR) program. The single grant that was in effect in Greenville is ending. Volunteers have indicated they have no intention of applying again on the City's behalf. That is thousands of dollars gone because the TNR program, at present, is a failure.
3. Culture – Greenville Animal Services fail people and animals. A violation-based culture in which people are given citations and threatened with criminal charges for feeding cats is not welfare oriented. A sting operation on someone who is taking care of kittens is not welfare oriented.

Ms. Blackburn stated she had personally called about a lost backyard chicken – a poor girl who was in danger of being hit by a car in River Hills. More than 18 hours later, she received a call from Greenville Animal Services, but by then, the chicken was gone. She again urged the City Council to consider consolidating with the County's larger, more comprehensive program.



John Joseph Laffiteau – Rodeway Inn & Suites, Rm 253

Mr. Laffiteau addressed a personnel matter at Sheppard Memorial Library in which he feels his behavior was mischaracterized and requested that library staff voluntarily submit to a polygraph test, along with himself, so the matter might be resolved.

Brian Glover – 1407 N. Overlook Drive

Dr. Glover, who stated he is the Chair of the Greenville Bicycle and Pedestrian Commission, said he would like to speak about the Bike Sharing program, which is an item later in this meeting's agenda. He stated he is very excited to hear that the City Council is considering measures that can be taken to change the way people get around Greenville – to give people more options. Bike Share is a wonderful thing. When he is in New York, he uses it instead of City buses or the Subway. He has also used it in DC, Boston, Toronto and Boulder – essentially anywhere he has the chance. Bike Share is really the only new thing that has happened in public transit in the past 100 years, and it is fantastic. That said, it is important to consider whether this City is ready for it. For that kind of system, a community must have a really great public transit system. Bike share is great for the last mile – when someone gets off the bus or the train and still has a long walk to wherever he or she is going. At present, Greenville doesn't have that extensive of a bus system, nor does it really have the bicycle infrastructure in place on its roads to support it. There is, however, a more recreational approach where there are only a few bicycles and those are rented for a longer period of time. Generally, a transit bike is rented for perhaps a half hour, where a recreational bike is rented for a couple of hours. While that won't transform the way people get around in Greenville, it could be a really nice amenity.

Ben Michael – No Address Given

Mr. Michael stated he is speaking on behalf of the Pitt-Greenville 79th Composite Civil Air Patrol, which is a non-profit, volunteer organization and an auxiliary of the United States Air Force. His group helps with search and rescue, educates young people on aerospace and they have a cadet program for young people under the age of 18. Within the Civil Air Patrol, Mr. Michael stated he holds the position of 1st Sergeant in his squadron and he has been active in the Civil Air Patrol for about a year. The Civil Air Patrol was founded by Gil Wilson in 1941 and the cadet program was founded in 1942. On September 27th, they will be hosting an Open House at the National Guard Armory in front of the Pitt-Greenville Airport. It will be held from 6:30-9:00 pm and the public is invited.

Adele Grier – No Address Given

Ms. Grier thanked the City Council and Mayor for their emphasis on litter, as well as the additional emphasis on pedestrian safety, bicycle safety and driver safety. She stated she feels the Bike Sharing program is a good idea, but the City's infrastructure is not sufficiently developed for such a program to operate safely. Who assumes the liability if a cyclist is injured? Ms. Grier stated she is opposed to the Bike Sharing program at the present time, but feels in the future it may be fine.



There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 6:25 pm.

SPECIAL RECOGNITIONS

Mayor Thomas read and presented the following Proclamation in recognition of Deaf Awareness Month to Nichole Franklin, on behalf of Heart ASL (American Sign Language):



OFFICE OF THE MAYOR, CITY OF GREENVILLE

Proclamation

WHEREAS, International Deaf Awareness Week is annually celebrated the last full week of September in commemoration of the first World Congress of the Deaf;

WHEREAS, the purpose of International Deaf Awareness Week is to celebrate the culture, heritage and language unique to our Deaf population. American Sign Language is the third most widely used language in the United States;

WHEREAS, it is important that people who are deaf have equal and full access to resources, services and opportunities for participation in all aspects of community life;

WHEREAS, this annual celebration is dedicated to promoting education, employment, and independent living among persons who are deaf, and recognizes their achievements and capabilities; and

WHEREAS, the City of Greenville is pleased to join communities across America in recognizing International Deaf Awareness Week and celebrating the many valuable contributions of citizens who educate, serve and volunteer their time and talents for the betterment of the deaf people in our community;

NOW, THEREFORE, I, Allen M. Thomas, Mayor of the City of Greenville, do hereby proclaim the week of September 18-24, 2016, as

INTERNATIONAL DEAF AWARENESS WEEK

in Greenville and urge all citizens to join me in observance of this very special occasion as we recognize the challenges and applaud the accomplishments of the deaf population.

This 8th day of September, 2016.

Allen M. Thomas, Mayor



APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Board of Adjustment

Council Member Glover continued the appointment for Scott Shook's seat.

Community Appearance Commission

Council Member Godley continued the appointment for Andrew Bowers' seat.

Greenville Utilities Commission

Council Member Glover made a motion to appoint Minnie J. Anderson to a first three-year term that will expire June 2019 in replacement of John Minges, who was no longer eligible to serve. Council Member Connelly seconded the motion, which carried unanimously.

Historic Preservation Commission

Mayor Pro-Tem Smith continued the appointment for David Hursh's seat.

Human Relations Council

All appointments were continued.

Pitt-Greenville Convention & Visitors Authority

Council Member Glover made a motion to appoint Diane Taylor to a first three-year term that will expire July 2019 in replacement of George Fenich, whose term had expired. Council Member Connelly seconded the motion, which carried unanimously.

Youth Council

Council Member Mercer made a motion to appoint all eligible members for reappointment to a one-year term that will expire September 2017. Said members include Asha Armistead, Roman Bilan, Makayla Harris, Lily Huo, Elijah Shuford, Tatiana Staton and Robert Wood. Council Member Godley seconded the motion, which carried unanimously.

CONSENT AGENDA

City Manager Barbara Lipscomb introduced the following items on the Consent Agenda:

MINUTES FROM THE APRIL 14, 2016 CITY COUNCIL MEETING



(Removed for Separate Discussion) **RECLASSIFICATION REQUESTS AND A RESOLUTION AMENDING THE ASSIGNMENT OF CLASSES TO PAY GRADES AND RANGES (PAY PLAN)**

DESIGNATION OF THE LIVE UNITED COURTYARD AS A CITY PARK

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 - (Resolution No. 048-16)

RESOLUTION APPROVING DEED OF RELEASE OF RESTRICTIONS FOR THE FORMER PUGH'S PROPERTY ON WEST FIFTH STREET - (Resolution No. 049-16)

ACCEPTANCE OF A GRANT FROM THE STATE OF NORTH CAROLINA DEPARTMENT OF COMMERCE RURAL ECONOMIC DEVELOPMENT DIVISION

ORDINANCE TO AMEND THE CITY CODE TO ADD AN ARTICLE RELATING TO TRAFFIC CONTROL PHOTOGRAPHIC SYSTEMS (RED LIGHT CAMERAS) - (Ordinance No. 16-052)

PURCHASE ORDER REQUEST FOR ONE LADDER TRUCK AND TWO EMS VEHICLES FOR THE FIRE/RESCUE DEPARTMENT

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

(Removed for Separate Discussion) **CONTRACT AWARD FOR PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION AND CONSTRUCTION MATERIALS TESTING FOR CITY-FUNDED PROJECTS**

(Removed for Separate Discussion) **CONTRACT AWARD FOR PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION AND CONSTRUCTION MATERIALS TESTING FOR STATE AND/OR FEDERALLY FUNDED PROJECTS**

RESOLUTION DECLARING 12 VEHICLES AS SURPLUS AND AUTHORIZING DISPOSITION BY PUBLIC AUCTION - (Resolution No. 050-16)

REPORT ON BIDS AND CONTRACTS AWARDED

VARIOUS TAX REFUNDS GREATER THAN \$100

Council Member Connelly asked to remove the following items for separate discussion:



- Reclassification requests and a resolution amending the Assignment of Classes to Pay Grades and Ranges
- Contract award for professional services for Construction Engineering and Inspection and Construction Materials Testing for City-funded projects
- Contract award for professional services for Construction Engineering and Inspection and Construction Materials Testing for State and/or federally funded projects

Upon motion by Council Member Smiley and second by Council Member Glover, the City Council voted unanimously to approve remaining items on the Consent Agenda.

ITEMS REMOVED FROM CONSENT AGENDA

RECLASSIFICATION REQUESTS AND A RESOLUTION AMENDING THE ASSIGNMENT OF CLASSES TO PAY GRADES AND RANGES (PAY PLAN) - (Resolution No. 051-16)

Council Member Connelly asked for clarification on this item.

Assistant City Manager Merrill Flood stated the Recreation and Parks Department has been working toward finding more efficient ways to offer services, and to fill gaps for services not being fully operated. The department has looked at two part-time positions and combined them into a full-time position to handle special events and marketing of both the golf course and other programs operated by Recreation and Parks. This person would also carry out a number of special projects. Because the original positions were permanent part-time positions on the payroll, the increase – particularly in year two – represents some salary, but mostly benefits for the full-time position. There should be sufficient lapsed salaries in year one to cover the additional cost of benefits. One of the part-time positions has been vacant for quite some time, and the other is now vacant as well.

Upon motion by Council Member Connelly and second by Council Member Godley, the City Council voted unanimously to approve the reclassification request and the resolution amending the Assignment of Classes to Pay Grades and Ranges to incorporate proposed changes.

CONTRACT AWARD FOR PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION AND CONSTRUCTION MATERIALS TESTING FOR CITY-FUNDED PROJECTS

Council Member Connelly asked for clarification on this process. It appears the City will be hiring a consultant to handle Phases 1, 2 and 3 of the bond allocation. He asked if it is standard protocol for the City to hire an outside firm to handle this.



City Engineer Scott Godefroy stated that due to internal staffing needs, the City could not handle this particular contract in-house. They have selected a construction engineering, inspection and materials testing firm after having put out a Request for Proposals for both the City projects and the State projects, using the same format the State uses for on-call services. There were six responses to the NC-DOT projects and three responses to the City projects. Four staff members formed a committee to evaluate the responses and SEPI was determined to be the preferred choice.

Council Member Connelly stated that \$218,000 is a lot of money to handle a contract. He asked if SEPI was the lowest bid.

City Engineer Godefroy stated the selection is based on qualifications. After that, work orders are drawn up for each project and a cost negotiated. Staff's estimation of cost was actually much higher than the amount negotiated.

Upon motion by Council Member Connelly and second by Council Member Smiley, the City Council voted unanimously to 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 to authorize the City Manager to execute task orders.

CONTRACT AWARD FOR PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION AND CONSTRUCTION MATERIALS TESTING FOR STATE AND/OR FEDERALLY FUNDED PROJECTS

Council Member Connelly stated his concerns about this item are similar to the previous one – in particular the cost of the various professional services. He said he's suffering a bit of sticker shock in that the two combined are nearly \$600,000. He added that he is concerned about language in the contract terms and conditions, for both items, which reads:

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.

Council Member Connelly asked if that is standard contract language.

Public Works Director Kevin Mulligan stated whenever there is a change order, City staff will respond to that immediately. He assured Council Member Connelly it will not be a problem.



Upon motion by Council Member Connelly and second by Council Member Smiley, the City Council voted unanimously to 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 to authorize the City Manager to execute task orders with the total amount of all task orders not to exceed \$355,730.

NEW BUSINESS

PUBLIC HEARINGS

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 - (Ordinance No. 16-053)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Greenville Township in voting district #1. The property is currently vacant with no population, and no population expected at full development. Current zoning is MO (Medical-Office), with the proposed use being 70,000 square feet of office space. Present tax value is \$2,190,197, with tax value at full development estimated at \$9,190,197. The property is located within Vision Area F.

Mayor Thomas declared the public hearing for the proposed annexation open at 6:46 pm and invited anyone wishing to speak in favor to come forward.

Steve Spruill - No Address Given

Mr. Spruill stated he was the Surveyor on the project and is available to answer any questions.

Hearing no one else wishing to speak in favor, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 6:48 pm.

Council Member Glover moved to adopt the 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. Council Member Connelly seconded the motion, which passed by unanimous vote.

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) - Continued to October 17, 2016



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 - (Ordinance No. 16-054)

Chief Planner Thomas Weitnauer stated the City received an application for a zoning ordinance text amendment from Sharif Hatoum, who owns the StillLife 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.

The City'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 the 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.

Chief Planner Weitnauer stated that Mr. Hatoum withdrew his original proposed language and coordinated with City staff on the proposed text amendment which is being presented this evening. 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 other concerns.

Mayor Thomas stated he understands this amendment provides the opportunity for approval of requests similar to Mr. Hatoum's. He asked if those have to be approved individually.

Chief Planner Weitnauer stated that each request has to be approved for a Special Use Permit by the Board of Adjustment.

Council Member Smiley asked what are the primary nonconforming uses being discussed and what keeps them from being conforming.

Chief Planner Weitnauer stated that, in Mr. Hatoum's case, it is the requirement that public and private clubs must be separated by 500 feet. This is also the case with many of the clubs in the Uptown area.

Mayor Thomas declared the public hearing for the proposed text amendment open at 6:53 pm and invited anyone wishing to speak in favor to come forward.



Sharif Hatoum – No Address Given

Mr. Hatoum stated he is the owner of StillLife Greenville, as well as owner of H.T. Properties, which is responsible for the redevelopment of the building at 123 E. 5th Street that is currently occupied by the Blackened Kraken. Seeing responsible growth take place over the years in Greenville has encouraged him to get involved. He is an executive board member for Uptown Greenville and serves on the Redevelopment Commission. He is also part of a subcommittee that oversees small businesses for Center City and West Greenville.

Mr. Hatoum stated that StillLife has been in business in the downtown district for over a decade and they consider themselves a part of the community. They are hoping to expand vertically with an open-air rooftop patio, which will bring a new and greatly needed element to the district, while supporting other businesses. Their venue does not cater strictly to the college crowd, but rather, they have created an upscale venue that serves all walks of life and age groups. They have worked with local businesses in hosting fashion shows for Catalog Connection, Halloween Express and several others. They have supported charity events such as Breast Cancer Awareness and Autism Awareness. They also provide support to the surrounding businesses by bringing quality people to the Uptown District. The addition of the rooftop patio will enhance their ability to provide upscale entertainment within the district.

Mr. Hatoum stated he understands the reasoning behind the ordinance and does not object to it; however, he does believe that being able to expand existing businesses would be in the best interest of Center City. Currently, all the private clubs in Uptown are grandfathered in. What this means is that their liquor license and occupancy is based on laws that have since been outdated. Some establishments have occupancies ranging from 400-800 people with limited lavatories compared to current code requirements. Current State law says that any establishment with an occupancy of over 300 people would be required to install a sprinkler system for safety reasons. Occupancy requirements have also changed dramatically for the amount of square footage per person as required by law and the number of lavatories that must be available. Greenville City Code requires any business that does structural changes to adhere to the new codes, including the Americans with Disabilities Act (ADA), all of which are costly to the investor but beneficial to the revitalization of downtown Greenville. What this all means is that anyone willing to spend the money to expand their current footprint would see a reduction in their occupancy for the reasons stated. The City would be able to collect more money in property taxes from any expansion while allowing property owners to improve the overall condition of the property.

Mr. Hatoum stated in 2006, he turned in his Grandfather clause in order to make some structural changes to his building. He added more lavatories and improved the overall quality of his building. He also stubbed it out for plumbing in a way that would allow for vertical expansion because there was no ordinance at that time preventing him from doing



that. He went from a 500 person occupancy down to a 250 person occupancy, but he was able to bring his establishment up to current codes. The reasoning behind this was that if he was able to expand vertically at the time, he would make up the 250 person deficit in occupancy with the addition of a rooftop patio. Mr. Hatoum stated his business believes in quality over quantity. He noted that the rooftop would serve an older clientele of age 25 and up.

Shortly after making this investment in improvements to his building, the new ordinance was adopted, cancelling out any opportunity to continue with the project. Mr. Hatoum stated he has already invested a considerable amount of money to get improvements to the point they are at currently, and that the proposed expansion would inject additional funds into the economy and provide additional jobs going forward.

Mr. Hatoum stated he feels the proposed text amendment falls in line with the vision for Uptown Greenville and he respectfully asked for the City Council's favorable consideration.

Travis Dixon – No Address Given

Mr. Dixon stated that Mr. Hatoum hired him nine years previously as a Freshman here in Greenville and he is now Mr. Hatoum's business partner. He has had the privilege of watching the business grow, and he agrees with Mr. Hatoum's philosophy of creating an upscale environment. StillLife currently has 56 employees and the addition of the rooftop patio will allow them to expand the number of employees, the hours of operation and their clientele. Mr. Dixon states they work well within the community and their staff volunteers to help with events such as Freeboot Friday and PirateFest.

Bianca Shoneman – No Address Given

Ms. Shoneman, who is the Executive Director for Uptown Greenville, stated she could not speak more highly of Mr. Hatoum and Mr. Dixon. They are very engaged in the community and their establishment really raises the bar for the entertainment culture in Greenville. Greenville's nighttime economy benefits from this type of business, and this is exactly where Uptown Greenville wants the nighttime economy to go.

Hearing no one else wishing to speak in favor, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:07 pm.

Mayor Thomas noted that StillLife's proposed expansion is exactly the sort of improvement in the Uptown area by private investment that the City has hoped for and one that should help to achieve the City Council's goal of keeping new graduates and young professionals in the community.

Council Member Smiley asked to clarify that the only people who could take advantage of this text amendment would be those who were willing to bring their buildings up to modern code.



Chief Planner Weitnauer stated that is correct.

Council Member Godley moved to adopt the ordinance to amend the Zoning Ordinance to allow nonconforming land uses in the CD Zoning District to be expanded through the construction of open air roof decks, subject to specific criteria. Council Member Glover seconded the motion, which passed by unanimous vote.

ADOPTION OF HORIZONS 2026: GREENVILLE'S COMMUNITY PLAN - (Ordinance No. 16-055)

Chief Planner Tom Weitnauer stated that, 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, after which the Commission voted unanimously to recommend that the City Council adopt the plan.

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:

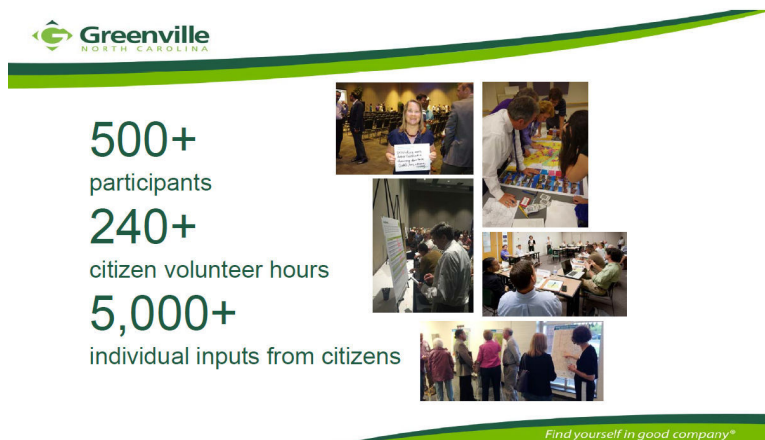
- Many of the action items have been accomplished
- The population has grown and changed, resulting in new needs and demands
- Local, regional, national, and global changes have resulted in a new social, economic, and environmental context



- 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. Chief Planner Weitnauer stated the City was very fortunate to work on this process with planning consultants, Clarion Associates. He then introduced Project Manager Leigh Anne King.

Ms. King stated that, over the past year of working on the comprehensive, she has seen so many ways and opportunities in which the community is really excelling. She feels the plan presented tonight has been thoroughly vetted and very well received by the public. Community involvement in the process has been significant, as illustrated below:



Ms. King then reviewed, in some detail, the 8 components of the vision framework for the plan, along with goals under each and the 4 small area plans.

Vision Framework

1. Building Great Places
 - Focused Approach to Growth and Reinvestment
 - Active & Vibrant Places
 - High Quality Infill and Redevelopment
 - A Vibrant Uptown
 - A Valued History
2. Enhancing Mobility
 - Safe Streets
 - Many Travel Options
 - Context-Sensitive Transportation



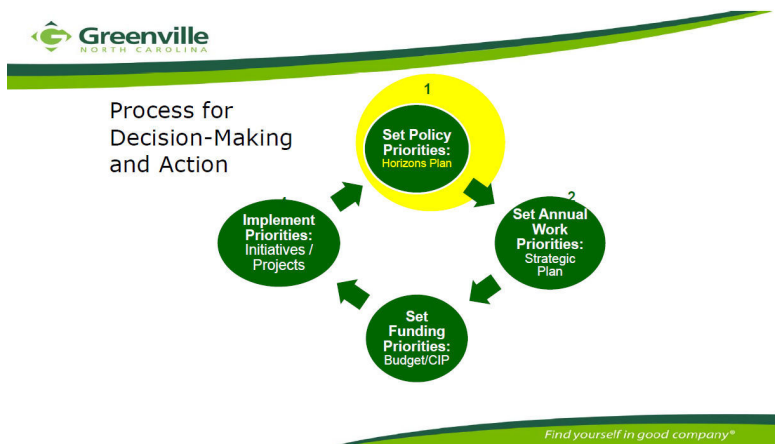
- Accessible Transit
- Efficient Parking
- Quality Regional Transportation
- Well Connected Air Travel
- 3. Maintaining Fiscal Responsibility
 - Benefit from Past Investments
 - Manage Expansion
 - Fiscal Balance
 - Open and Transparent Government
- 4. Growing the Economic Hub
 - A Vibrant & Growing Economic Hub
 - Abundant Employment Space
 - A Stable & Resilient Economy
 - Effective Workforce Training
 - A High Quality of Life
 - An Equitable & Inclusive Economy
- 5. Creating Complete Neighborhoods
 - Strong Existing Neighborhoods
 - Complete Neighborhoods
 - Sustainably Designed Neighborhoods
 - Neighborhoods that Coexist with Nature
 - Affordable Housing
 - Shelter and Assistance for the Underprivileged
- 6. Fostering a Resilient City
 - Environmental Conservation
 - Hazard Mitigation
 - Energy Security
 - Low Impact Development (LID)
 - Green Building
 - Cultural Resilience
- 7. Growing a Healthy City
 - 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
- 8. Growing Together
 - Coordination with Jurisdictions
 - Coordination with Organizations



Area Plans

1. Airport Corridor Area – As a gateway to Uptown Greenville and the Medical Area, the plan for the Airport Area will focus on design improvements to promote positive first impressions of the City and development that supports nearby businesses and residences
2. Medical Area – As a vital economic engine for the City, the plan for the Medical Area will reinforce the growth of medical and related institutional uses while strengthening the area’s overall competitiveness by adapting to changing market conditions and strengthening the built environment
3. S. Memorial Drive/W. Arlington Boulevard Area – As a major crossroads linking the Medical Area with Uptown Greenville, the S. Memorial Drive/W. Arlington Boulevard area plan envisions more intense redevelopment with a mix of uses in a more walkable environment and serves as a demonstration of the potential for other similar areas within the City
4. Southwest Bypass Area – The success of this Southwest Bypass Area plan is dependent on continued planning efforts and the input from interested stakeholders and adjacent jurisdictions

Ms. King concluded her presentation with recommendations on a process for decision-making and action as follows:



Mayor Thomas declared the public hearing for Horizons 2026 open at 7:36 pm and invited anyone wishing to speak in favor to come forward.

Brian Glover - No Address Given

Dr. Glover stated he served on the committee, representing the Bicycle and Pedestrian Commission. He commended Clarion Associates for their excellent work and stated that, while there were many differing interests on the committee, almost everyone was in agreement for what Greenville needs to do.



Hearing no one else wishing to speak in favor, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:37 pm.

Following discussion, Council Member Mercer moved to adopt Horizons 2026: Greenville's Community Plan. Council Member Godley seconded the motion, which passed by unanimous vote.

CONTRACT FOR SERVICES WITH UPTOWN GREENVILLE

Economic Development Manager Roger Johnson gave a brief overview of the City's history with Uptown Greenville and noted that there is one substantive change from the current contract. Staff is recommending that the amount remains at \$50,000 annually, but that the contract be renewed for a two year period for efficiency purposes. Uptown Greenville's business year does not run concurrently to the City's and this change will allow for better planning.

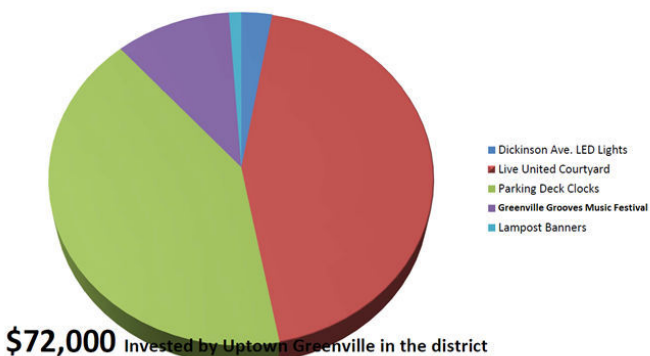
Uptown Greenville Executive Director Bianca Shoneman stated that Uptown Greenville is the non-profit organization charged with Center City revitalization. They have an active, 30-person Board of Directors. Uptown Greenville works along the "live-play-eat-shop-invest" continuum. She then discussed a number of slides depicting the growth and accomplishments in the district over the past year:



WE ♥ OUR
volunteers

700
people volunteered with Uptown Greenville





Mayor Thomas stated he does know of any entity that the City invests in that gives a better return per dollar invested. He thanked Vidant Health and East Carolina University (ECU) for their partnership in Uptown Greenville.

Council Member Connelly said that return on investment is critical. Uptown Greenville has received \$50,000 annually from the City since 2012 and it is incredible what they do with the budget they have. He would like to look at providing additional funding for Uptown Greenville.

City Attorney Dave Holec stated the City Council must proceed with the public hearing, but they do have the ability to the contract and the dollar amount or to amend it at a later time. He suggested the City Council may want to give the City Manager’s Office time to lay out additional tasks that would be related to the additional funding.

Council Member Godley agreed that the dollars the City invests in Uptown Greenville result in so much more coming back to the City. It is time to expand that investment.

Mayor Thomas asked if the City Council could approve the contract as presented tonight, then amend it at a future meeting to increase funding and/or tasks.

City Attorney Holec stated they can do that.

Mayor Thomas declared the public hearing for the proposed contract renewal open at 7:48 pm and invited anyone wishing to speak in favor to come forward.

Mary Beth Eason – No Address Given

Ms. Eason, Chair of Uptown Greenville, stated she is slightly at a loss for words because it feels like the City Council just expressed what she planned to say. It doesn’t take a banker to see that the return on investment is phenomenal. She had planned to ask that the City Council approve the contract presented tonight, and that they consider increasing funding



in the future. She feels that request has been addressed tonight and looks forward to future discussion. Continuing to grow this organization is really where the City should be headed.

Mark Garner – No Address Given

Mr. Garner stated he is a member of the Executive Committee for Uptown Greenville and a property owner and businessman in the Uptown District. In 2012, when the need for Uptown Greenville to replace its then part-time Executive Director, the decision was made to hire someone full-time. It was probably one of the best decisions made for Uptown Greenville as a community. Mr. Garner stated he was part of the committee, along with partners from Vidant and ECU, that hired Ms. Shoneman and their vision was that the organization have more employees than it did then or now. They were working toward a staff of three employees, so they really appreciate the comments made this evening.

Hearing no one else wishing to speak in favor, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:52 pm.

Council Member Connelly moved to approve the contract for services with Uptown Greenville and to direct staff to explore additional funding for consideration in October or November and initiate discussion with other partners. Council Member Smiley seconded the motion, which passed by unanimous vote.

CONTRACT FOR SERVICES WITH THE PITT COUNTY ARTS COUNCIL AT EMERGE

Economic Development Manager Roger Johnson stated that the City Council gave a directive at its 2016 Planning Retreat for staff to investigate use of the arts program to spur economic development. They asked that staff tap into the resources housed on the ECU campus and that there be sort of an umbrella coalition that could oversee the arts in the Uptown area. As a result of that direction, staff worked with Holly Garriott, Executive Director for the Pitt County Arts Council at Emerge, to come up with a plan that she will share this evening.

Historically, the City has provided \$5,000 in funding to the Arts Council for some base services. The contract presented tonight is for an expansion of those services. It will include the \$5,000 for the services already being provided, plus an additional \$11,000 for the services Ms. Garriott will explain in her presentation. He noted that this will be a two year contract, because the City's budget is in a two-year cycle, but the plan being discussed will be a three-year plan because City staff and the Arts Council believe it will take three years to accomplish the goals set out within the plan.

Ms. Garriott reviewed and discussed key points of the three-year plan, including:

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
- Recommends a series of projects and initiatives that can advance Uptown Greenville to become the arts center of Pitt County and ultimately to be recognized as the center for the arts in the region.

Arts District Research Study 2016-2017

- Conduct research and precedent studies of other successful arts districts
- Coordinate 2-3 trips to other arts districts to meet with officials, arts administrators and arts organizations to understand the benefits and challenges of starting an Arts District
- Collaborate with ECU to determine an effective methodology to coalesce their artistic talent into Greenville's overall art community
- Present of the findings and recommendations of the Arts District Research and Precedent Study, including some budgetary recommendations for 2017-2018 to begin some trial programs

Arts District Research Study 2017-2019

- Finalize the Arts District Plan with Objectives, Programs and Incentives that would work for the City of Greenville and provide 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, Greenville Museum of Art and the ECU Dean of College of Fine Arts and Communication
- In Coordination with partners, begin executing the adopted Arts District Plan in 2018-2019

Ms. Garriott stated they really see the Arts District as a catalyst for economic development. They are in the year one of three of conducting a national survey about the economic impact of the arts.

Mayor Thomas declared the public hearing for the proposed contract renewal open at 8:14 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Thomas invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 8:15 pm.

Council Member Mercer moved to approve the contract for services and authorize the City Manager to execute the contract with the Pitt County Arts Council at Emerge. Council Member Connelly seconded the motion, which passed by unanimous vote.




CONTRACT WITH DEVELOPMENT FINANCE INITIATIVE (DFI) OF THE UNC SCHOOL OF GOVERNMENT

Economic Development Manager Roger Johnson stated that, during the August 15th City Council meeting, the Council heard a presentation from the Development Finance Initiative (DFI) of the School of Government which detailed its history, their services, revitalization experience, examples of their and the qualifications of their founder, Michael Lemanski. The City Council directed staff to negotiate with DFI a scope of work, fee structure and general timeline to partner with the City on marketing the Imperial Warehouse site.

ED Manager Johnson stated that DFI will partner with the City on the following:

- Public Input Process – a series of input meetings to determine what the public wants for the future of the Imperial Site
- Market Analysis – evaluate redevelopment feasibility for commercial, residential, government, mixed use and parking
- Site Analysis – determine if and how public interest and private development can co-exist on the site and test fit a potential development using a third party architect
- Financial Analysis – prepare a financial model for development program for private partners and public investment
- Recommend Program – create a development plan with the appropriate mix of uses, such as residential, retail, office, civic and associated parking and recommend a program to the City Council for authorization to proceed
- Market Program – prepare a solicitation for developers to construct the desired program
- Select Developer – conduct background checks on potential partners, advise on the deal structure to maximize public benefits and minimize public investment and, in conjunction with staff, recommend a development partner to the City Council and seek authorization to proceed with negotiations on a Memorandum of Understanding
- On-Going Support – advise on the final public-private partnership deal structure to maximize the public benefits and minimize public investment, assist the City with the MOU and Development Services Agreement and bring to Council for approval.
- If approved, construction begins

ED Manager Johnson stated DFI has a two-part fee:



Contractual fee has two components

1. The first component is a flat fee of \$94,000 (paid for by NC Grant)
 - A. Twofold benefit as this expenditure also qualifies as a match for Brownfield clean-up!
2. The second component is an at risk fee of 1.5% of the total cost of the development, paid for by the developer



Under tonight's Consent Agenda, the Council approved a grant for a little over \$94,000 from the NC Department of Commerce Rural Economic Development Division and that money will be used to pay for DFI's services. Those funds will also apply toward the matching grant for the Brownfield cleanup. No local money is being used.

The second component is a little more complex, but it short, DFI is saying they won't get paid unless they deliver a project. ED Manager Johnson used the following hypothetical scenario as an example:

Hypothetical scenario:

Public interest:

City Council approves a wrapped parking deck, 10,000 sq feet of public gathering space and a water feature costing in total **\$8,000,000**

Private development:

Private development contains Imperial Site purchase, 30,000 sq ft Class A office space, 130 market rate housing units and 20,000 sq ft of retail costing in total **\$22,000,000**

Total cost of development is **\$30,000,000** X 1.5% = \$450,000 developer paid fee

If DFI doesn't deliver the project, the 1.5% fee (paid to DFI by the developer) is no longer due.

ED Manager Johnson stated that staff recommends approval.

Mayor Thomas declared the public hearing for the proposed contract open at 8:22 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Thomas invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 8:23 pm.

Council Member Godley made a motion, seconded by Council Member Mercer, to approve the contract with DFI in the amount of \$94,000.

Council Member Connelly stated he still disagrees with this. Unless some kind of housing is built, it will be very difficult to come up with the required payment. He feels it would be best to put this on the commercial market and get a broker to list it. Let the free market determine what is best here.

Mayor Thomas feels the City is enhancing this asset and he is excited about the opportunity.

Council Member Smiley noted the City has a required cost share on the site regardless. This way, the City gets something in return for the expense, and he feels it reduces the risk



for a potential developer. The Council can discuss personal opinions for the site, but the point is to eliminate personal opinion and determine public opinion.

There being no further discussion, the motion to approve the contract with DFI passed by a vote of 4 to 1, with Council Member Connelly casting the dissenting vote.

RESOLUTION CALLING FOR A PUBLIC HEARING ON AN INSTALLMENT FINANCIAL 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 – (Resolution No. 052-16 and Resolution No. 053-16)

Financial Services Director Bernita Demery stated that the City Council approved a reimbursement resolution for the proposed Greenville Public Safety Annex Installment Financing Agreement on June 6, 2016. In order for the City to move forward with the process of issuing debt for the purchase and renovation of the Public Safety Annex, the City Council must conduct a public hearing on the matter and adopt a resolution approving the Installment Financing Agreement.

The resolutions presented for consideration tonight include information that authorize the Director of Financial Services of the City and 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 other professionals as may be required or useful and acceptable to the LGC, to assist the City in connection with such financing. Said professionals include Special Counsel Norton Rose Fulbright US LLP and Financial Advisor FirstSouthwest, a Division of Hilltop Securities Inc. Branch Banking and Trust Company won the bid for financing and the plan is to close on October 18, 2016.

Council Member Smiley moved to adopt the resolution calling for a public hearing on an installment financing agreement for the purchase and renovation of a public safety annex and making certain findings. Council Member Connelly seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the public hearing for the proposed resolution open at 8:31 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, Mayor Thomas invited comment in opposition. Also hearing none, Mayor Thomas closed the public hearing at 8:32 pm.



Council Member Connelly moved to adopt the resolution approving the proposed installment financing agreement. Council Member Smiley seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Firefighter's Relief Fund Committee

Chairman Brock Davenport provided an overview of the previous year's activities for the Firefighters Relief Fund Committee. The Committee is tasked with overseeing funds provided by the state and allocating them within the district as assistance to firefighters injured on the job, as minimal scholarships to firefighters' beneficiaries, as supplemental amounts to retired firefighters, and, in the event of death, as assistance to firefighters' beneficiaries. Amounts allocated for the year included \$1,500 to a deceased firefighter's beneficiary, \$6,000 in educational scholarships and \$12,500 in supplemental retirement benefits.

Public Transportation and Parking Commission

Chairman Charles Moore presented the Public Transportations & Parking Commission's activities for the year to the City Council. The purpose of the Commission is to investigate, review and study public transit and public parking needs throughout the City. Chairman Moore reported that the GREAT Bus transfer point on Reade Street would be replaced in the coming year by the Greenville Transportation and Activity Center (GTAC). The GREAT Bus added a real-time feature that allows patrons to use their mobile devices to check on the status of the next arrival at each stop. Chairman Moore stated that the new service receives a lot of use and has been deemed as a successful addition to the GREAT Bus service. There are 13 buses total with 2 hybrid buses and 2 clean diesel buses. Each bus has a voice enunciation system, video surveillance system, auto announcement system, kneeling feature, accessible ramps and wheelchair reserved seating.

Chairman Moore reported an annual amount of 468,922 trips. He stated that federal grants offset the amount spent on the system by the City and translated into greater efficiency. He said that the Pitt Area Transit System (PATS) is another large component of the City's transit services, with a total of five vans for the on-demand service and 11,000+ trips made in the past year. Chairman Moore stated that the City had completed the second year of its partnership with Thruway Service.

Moving on to parking, Chairman Moore stated his anticipation that there would be more issues regarding parking with the development of the Uptown region, but assured the City Council that the Commission would be monitoring conditions.



APPROVAL OF THE REDEVELOPMENT COMMISSION'S SALE OF THE UPTOWN THEATRE PROPERTY TO COMMUNITYSMITH, LLC

Assistant City Manager Merrill Flood showed an aerial map depicting the location of the Uptown Theatre, noting that the last action on this issue was at the March 17th meeting of the City Council, at which time the City Council authorized the issuance and execution of a Letter of Intent (LOI).

The LOI describes the redevelopment plan for the Uptown Theatre and spells out the contributions that the City, the Redevelopment Commission (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 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 RDC 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 RDC accepted Community Smith, LLC’s offer to purchase the property for \$20,000, along with the restrictive covenants and requirements as outlined. 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.

The 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.

Assistant City Manager Flood stated that approval of this sale does not require the City to spend additional funds on this project. Previously, the LOI between the RDC 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.

Staff recommends that the City Council approve the RDC's sale of the Uptown Theatre property to CommunitySmith, LLC in the amount of \$20,000.

Council Member Smiley made a motion, seconded by Council Member Godley, to approve the Redevelopment Commission's sale of the Uptown Theatre Property to CommunitySmith, LLC.

Council Member Connelly stated he was not very excited about the transaction, but he appreciates CommunitySmith's willingness to invest in Greenville.

There being no further discussion, the motion to approve the Redevelopment Commission's sale of the Uptown Theatre Property to CommunitySmith, LLC passed by a vote of 4 to 1, with Council Member Connelly casting the dissenting vote.

MEMORANDUM OF UNDERSTANDING REGARDING SANITARY SEWER EXTENSIONS OUTSIDE OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GREENVILLE

Assistant City Manager Merrill Flood stated that the City Council considered a request at their November 12, 2015 meeting 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 its Extra Territorial Jurisdiction (ETJ). The request was made as result of Pitt 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 drafted a Memorandum of Understanding that has been reviewed by the Pitt County Planning Department staff and Greenville Utilities. This agreement accomplishes the following objectives for sanitary sewer extensions outside of the ETJ, in keeping with existing policies:

- 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
- Requires GUC approval of sanitary sewer extensions with the terms and conditions of GUC
- 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
- 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
- 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.

Assistant City Manager Flood stated that no cost is associated with the approval of the Memorandum of Understanding . He recommended approval thereof and that the



Memorandum of Understanding be forwarded to Pitt County and Greenville Utilities for signature.

Council Member Connelly moved to approve the Memorandum of Understanding regarding sewer extensions outside the City's ETJ and to forward same to Pitt County and Greenville Utilities for signature. Council Member Godley seconded the motion, which passed by unanimous vote.

2017 SCHEDULE OF CITY COUNCIL MEETINGS – Continued to October 10, 2016

FISCAL YEAR 2017-2018 BUDGET SCHEDULE – Continued to October 10, 2016

DISCUSSION OF THE 2016 CITIZENS SURVEY

City Manager Barbara Lipscomb stated this survey was last conducted in 2013 and it is hoped that an updated survey can be conducted this fall.

Assistant City Manager Michael Cowin stated it is clear that the work done here and around the City is a direct reflection of the vision of Greenville. It is important to offer various avenues to citizens to provide feedback and allow the City to mold and nurture their vision. One of those avenues is the Citizens Survey.

The Citizens Survey

- Provides feedback & input from our citizens as to the level and quality of City services being provided
- Is designed to ensure the needs of the entire community are met
- Is used to foster stronger support from the City's residents
- Provides Council insight as to future projects & priorities
- Is administered by the ETC Institute, who also completed 2013 survey
- Is administered by mail, phone, internet and face-to-face to maximize the level of response
- Is structured to ensure the demographics surveyed are representative of the city's population in terms of race, age, income and geography

Assistant City Manager Cowin stated the 2016 survey will be tailored around issues of strategic importance such as Economic Development, Public Safety, Infrastructure and Recreation and Parks. Survey mapping will allow results to be viewed and analyzed by a specific area of the City or by individual communities. Questions will be consistently structured with prior surveys to better measure changes in public opinion. The survey will include benchmarking data so as to measure how Greenville compares to its peers.



Assistant City Manager Cowin stated work is scheduled to begin October 1st with completion by mid-November. Results and analysis should be available by January 2017.

Following a brief discussion of various components of the survey, Council Member Glover moved to approve the 2016 Citizens Survey and process. Council Member Smiley seconded the motion, which passed by unanimous vote.

DISCUSSION OF A BIKE SHARING PROGRAM

Public Works Director Kevin Mulligan explained the concept of a “bike share” program, noting that it is a network of bicycle rental stations intended for point-to-point transportation. It is convenient for trips that are too far to walk, but too short to justify use of a taxi or public transit. The system can operate on a 24/7 basis or having hours adjusted to fit need. Typically, they are in the form of a public-private partnership.

There are numerous benefits to bike sharing programs including their relatively low implementation costs, support to urban development and health benefits to users. The SociBike/Zagster app will tell riders how many miles they’ve biked, the number of calories burned, etc. Additionally, more than half of the 40 recipients of the 2016 TIGER grant had bicycle transportation as part of their project.

There are a variety of business models for bike share programs:

- Jurisdiction Owned and Managed
 - Jurisdiction pays upfront capital and owns infrastructure and equipment
 - Private contractor handles membership, maintenance, redistribution and customer service
 - Eligible for State and Federal grants
 - Advertising revenue could be generated
- Non-Profit Owned and Managed
 - Non-profit may be created to run the program
 - Jurisdictions may provide initial capital while non-profit is charged with operating and additional costs
 - Revenue sources include Federal and State grants, local business sponsorships, memberships and usage fees
 - Limited jurisdiction oversight
- For-Profit Owned and Managed
 - Independent Contractor
 - Jurisdiction does not provide funding, but assists in planning and providing access to right-of-way
 - Revenue sources include advertising and sponsorship on bicycles and stations, memberships and usage fees
 - Limited jurisdiction oversight



Locations for bike stations would require planning and coordination between the City, ECU and other stakeholders, but potentially could include areas within the urban core, such as Town Common, the Greenville Transportation and Activity Center, the parking deck/plaza, ECU Campus, Five Points, at the Greenway entrances and locations in West Greenville.

Director Mulligan recommended that the City investigate a partnership with ECU and others to gauge the potential for bringing a Smart Bike type of Bike Share program to Greenville.

Council Member Godley stated he has used Bike Shares in other cities. He feels Greenville should start small and expand as infrastructure grows.

Council Member Smiley moved to direct staff to work with the Bicycle and Pedestrian Commission to investigate partnership with ECU and others to gauge the potential for bringing a Smart Bike type of Bike Share program to Greenville. Council Member Godley seconded the motion, which passed by unanimous vote.

DISCUSSION OF APPOINTMENT TO PITT COUNTY ANIMAL CONTROL ADVISORY BOARD

Council Member Connelly stated he had received a text message from Mayor Pro-Tem Smith who asked that this item be discussed tonight in her absence due to its time sensitivity.

Council Member Smiley moved to add this item back to the agenda for discussion. Council Member Connelly seconded the motion, which passed by unanimous vote.

City Manager Barbara Lipscomb stated that noted that the Pitt County Animal Control Advisory Board had contacted Mayor Pro-Tem Smith to ask if there was any interest in the having a City Council Member sit on the board since a large number of the animals in the shelter are from the City of Greenville.

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. and their 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

City Manager Lipscomb stated that a number of membership options were presented in the agenda packed, but noted that Mayor Pro-Tem Smith had expressed a preference for Option 3, which reads:

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 could 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.

City Manager Lipscomb expressed a concern that putting a lower level staff member on this board in a capacity to be negotiating with County Commissioners who are voting members may not be very effective.

Mayor Thomas stated for peer to peer effectiveness, this person would need to have voting power.

Council Member Smiley said if the City is going to pursue this, he feels it would be most appropriate to approach the Pitt County Commissioners to determine if they are willing to appoint a member of the City Council to the Board as a voting member, or to allow the City Council to select someone and they ratify the decision. If they are open to that, it would be appropriate to consider it, but it seems presumptuous to say the City has passed a resolution to put a City member on their board.

City Manager Lipscomb noted that a couple members of the Pitt County Animal Control Advisory Board are present and may want to speak.

Linda Mazer, who stated she was one of the members of the Advisory Board who'd approached Mayor Pro-Tem Smith. The Board discussed this in a meeting about a month ago with a goal of increased communication. They do not have an open position on the Board at present and they can't change their number of members, but they can make a recommendation to the County Commissioners. Their discussion at their meeting was for a



12-month, non-voting appointment because voting members must participate in dangerous dog hearings, which can take up a significant amount of a person's time.

Council Member Smiley moved to offer the County Commissioners the service of a City Council Member to serve on this board at the County's discretion, preferably as a voting member.

Animal Shelter Director Michele Whaley offered a brief background of the creation of the Advisory Board. In the beginning, there were members representing different rescue groups, plus a veterinarian and a County Commissioner. Some of the animal groups did not get along, which made progress very slow. Over time, the slots held by members of rescue groups were turned into at-large positions and the only seats that remain dictated are the veterinarian and the County Commissioner. As a point of interest, the City's Animal Control Supervisor, Tim Langley, has served as Chair of the Animal Control Board in the past.

Mayor Thomas referred back to Mayor Pro-Tem Smith's option preference, which was for a staff member to serve.

Council Member Smiley said whenever the County feels a board is important enough to give the services of a County Commissioner, the City has typically done likewise and offered the service of a City Council Member. He cited the Library board as an example.

Mayor Thomas noted there would still be a disparity unless the person is a voting member.

Council Member Godley stated whether the City's representation is a Council Member or a member of staff, that person should have the power to vote.

Mayor Thomas asked about the frequency of the dangerous dog hearings.

Director Whaley stated it was unpredictable. Their ordinance states that if there is an appeal to a dangerous dog citation, they must hold a hearing within 10 days, and it spells out the criteria for having a quorum of board members present. Additionally, service on any Pitt County board requires 75% attendance at all meetings.

Council Member Mercer moved to approve Option 3, but as a voting member. Council Member Connelly seconded the motion.

City Manager Lipscomb expressed concern about staff size and the number of programs supported given the potential for this person to spend a significant amount of time in dangerous dog hearings in conjunction with board service.

Council Member Mercer withdrew his motion.



Mayor Thomas asked if it would be appropriate to appoint a citizen. Greenville has a number of enthusiastic animal lovers.

Council Member Smiley stated he did not feel that would achieve the goal.

Council Member Godley moved to appoint a Greenville citizen as a voting member; however, the motion died for lack of a second.

Council Member Smiley noted his motion also dies for lack of a second.

Upon motion by Council Member Mercer and second by Council Member Glover, the City Council voted unanimously to table the matter to the next meeting.

UPDATE ON ANIMAL CONTROL CONSOLIDATION PROCESS AND STUDY

Chief of Police Mark Holtzman stated that the City Council voted in May "...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. After that 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.

Subsequent to this directive, City staff have implemented several new initiatives toward resolving various concerns relating to the handling of 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.

Chief Holtzman stated he believes 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 the community to address reducing the feral cat population. Additional initiatives may be forthcoming in the future.

Moving forward, Chief Holtzman stated 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

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.

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.

City Manager Lipscomb reiterated Pitt County's need to move forward with their Shelter plan as they are under a State restriction.



Council Member Smiley asked what happens if the Greenville Police Department stops responding to APS calls and simply refers people to the County. He asked if the County could decline to provide services in the City.

City Manager Lipscomb stated the County is under no obligation to provide animal control services anywhere.

Council Member Smiley asked if staff has reviewed the financial analysis to determine what the best option may be.

Assistant City Manager Michael Cowin stated it is close, with neither option standing out at the most or least cost effective.

Council Member Godley stated the City is striving to be financially prudent. He made a motion not to pursue a consolidation study at the present time. Motion was seconded by Council Member Connelly.

Council Member Mercer said he feels the push for consolidation is a symptom and that some people see the City's program as not operating the way they want it to, but if they were happy with the City's program, there would be no push for consolidation.

Council Member Smiley said if it were possible to start with a clean slate and develop a new model, something great could be achieved. That is not possible, and he doesn't feel the County really wants to consolidate as doing so would place a greater burden on them. In turn, they would likely want the City to absorb all costs they are not currently incurring. He stated he feels Council Member Godley's motion is the correct one at the present time.

There being no further discussion, the motion not to pursue a consolidation study at the present time passed by unanimous vote.

(ADDED) BID WITHDRAWAL HEARING

City Attorney Dave Holec stated when the City bids projects, there is a requirement to follow statutory procedures. One of the provisions the statutes provide is that when there is a large project – over \$500,000 – there must be an opportunity for a bidder to withdraw their bid. There are specific provisions for what must be met in order to be eligible to withdraw a bid. The process is that they must submit the request within 72 hours. The issuing agency requesting the bids must hold a hearing, but it does not state who is to conduct the hearing. It could be the Board or someone to whom that authority is delegated. The City has had a request for the withdrawal of a bid related to the GTAC project. It is recommended, since the Public Works Department is handling that project, that Public



Works Director Kevin Mulligan be delegated the authority to conduct the hearing on behalf of the City.

Council Member Connelly moved to delegate Public Works Director Kevin Mulligan the authority to conduct, on behalf of the City, the hearing required by NCGS §143-29.1. Council Member Godley seconded the motion, which passed by unanimous vote.

CITY MANAGER'S REPORT

City Manager Lipscomb stated that Communications Manager/Public Information Officer Brock Letchworth has texted in to advise that the City of Greenville has won the Silver Circle award in the Communication or Marketing Plan category at the City-County Communications and Marketing Association (3CMA) annual conference for its video on Street and Pedestrian Transportation Improvement Bonds.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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

CLOSED SESSION (ADDED)

Council Member Connelly moved to enter closed session in accordance with G.S. §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Council Member Godley seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in closed session at 10:09 pm and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Mercer to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 10:23 pm.

ADJOURNMENT



Council Member Smiley moved to adjourn the meeting, seconded by Council Member Godley. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 10:24 pm.

Respectfully submitted,

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

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, OCTOBER 20, 2016



Having been properly advertised, the regular meeting of the Greenville City Council that was rescheduled from Monday, October 10, 2016 due to inclement weather was held on Thursday, October 20, 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 Calvin Mercer asked the audience to observe a moment of silence, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

Assistant City Manager Merrill Flood, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

Assistant City Manager Merrill Flood noted that items for the purchase of real property for the development of a new Greenville Utilities Commission Operations Center, the acquisition of property for the Greenville Public Safety Annex, approval of River Park North Environmental Education Shelter Grant Application and the closed session should be removed from the agenda as they were addressed at the October 17th City Council meeting. He asked that the presentation by the Investment Advisory Committee be rescheduled for November as their Chairman was unavailable to attend this meeting. He further noted the review of the October 17th meeting is no longer necessary due to this meeting having been rescheduled from October 10th.

Upon motion by Mayor Pro-Tem Smith and second by Council Member Connelly, the City Council voted unanimously to approve the agenda with the changes noted by the Assistant City Manager.



PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 6:05 pm, explaining procedures which should be followed by all speakers. As no one was present who wished to speak, Mayor Thomas closed the public comment period at 6:06 pm.

CONSENT AGENDA

MINUTES FROM THE MAY 12 AND MAY 23, 2016 CITY COUNCIL MEETINGS

RESOLUTION AMENDING THE CITY OF GREENVILLE PERSONNEL POLICIES RELATING TO THE SICK LEAVE BANK – (Resolution No. 055-16)

RECLASSIFICATION REQUEST AND A RESOLUTION AMENDING THE ASSIGNMENT OF CLASSES TO PAY GRADES AND RANGES (PAY PLAN) FOR A POSITION IN THE FLEET DIVISION OF THE PUBLIC WORKS DEPARTMENT – (Resolution No. 056-16)

RESOLUTION AMENDING THE ASSIGNMENT OF CLASSES TO PAY GRADES AND RANGES (PAY PLAN) AND APPROVAL OF RECLASSIFICATION AND REALLOCATION REQUESTS FOR THE STREETS DIVISION OF THE PUBLIC WORKS DEPARTMENT – (Resolution No. 057-16)

RESOLUTION OF INTENT TO CLOSE COLLEGE VIEW DRIVE – (Resolution No. 058-16)

RESOLUTION DECLARING A JOHN DEERE BALL FIELD TRACTOR DRAG MACHINE AS SURPLUS AND AUTHORIZING ITS DISPOSITION TO J. H. ROSE HIGH SCHOOL – (Resolution No. 059-16)

PURCHASE OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NC 43 NORTH AND US 264 BYPASS FOR THE DEVELOPMENT OF A NEW GREENVILLE UTILITIES COMMISSION OPERATIONS CENTER - (Approved at the October 17, 2016 City Council meeting)

ACQUISITION OF PROPERTY FOR THE GREENVILLE PUBLIC SAFETY ANNEX - (Approved at the October 17, 2016 City Council meeting)

AGREEMENT WITH GREENVILLE AUTO AUCTION FOR SALE OF SURPLUS VEHICLES



CONTRACT AWARD FOR THE REPLACEMENT OF BRIDGE #421 ON KING GEORGE ROAD – (Resolution No. 060-16)

REPORT ON BIDS AND CONTRACTS AWARDED

VARIOUS TAX REFUNDS GREATER THAN \$100

BUDGET ORDINANCE AMENDMENT #2 TO THE 2016-2017 CITY OF GREENVILLE BUDGET (ORDINANCE #16-036) AND AMENDMENTS TO THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), PUBLIC WORKS CAPITAL PROJECTS FUND (ORDINANCE #15-053), AND RECREATION AND PARKS CAPITAL PROJECTS FUND (ORDINANCE #15-053) - (Removed for Separate Discussion)

Council Member Connelly asked that Budget ordinance amendment #2 be removed for separate discussion.

Upon motion by Mayor Pro-Tem Smith and second by Council Member Connelly, the City Council voted unanimously to approve remaining items on the Consent Agenda.

ITEMS REMOVED FROM CONSENT AGENDA FOR SEPARATE DISCUSSION

BUDGET ORDINANCE AMENDMENT #2 TO THE 2016-2017 CITY OF GREENVILLE BUDGET (ORDINANCE #16-036) AND AMENDMENTS TO THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), PUBLIC WORKS CAPITAL PROJECTS FUND (ORDINANCE #15-053), AND RECREATION AND PARKS CAPITAL PROJECTS FUND (ORDINANCE #15-053) – (Ordinance No. 16-060)

Council Member Connelly asked that Assistant City Manager Michael Cowin explain section “M” of the proposed amendment, which reads: “To reclassify \$1,311,864 budgeted within the General Fund from the Recreation & Parks Department to Transfer to Other Funds in order to establish a Recreation and Parks Capital Project Fund for Town Common Renovation (\$985,932) and the Tar River Project (\$325,932).”

Assistant City Manager Cowin stated these are dollars that were included in the budget. They are being moved into a capital project fund so that operations can begin on the projects.

Council Member Connelly also asked what the Town Common Improvements included in “C” under “Fiscal Notes” entails. It reads as follows:



c. Budget Ordinance #1 included carryover from FY 2015-16 related to various incomplete capital improvement projects in the amount of \$968,423. The following is a list of the projects and the remaining budget funds reappropriated:

Fire/Rescue #3 Parking Lot Improvement Project	\$ 139,551
Tar River Study Project	136,932
Public Works Department Prior Year Carryover	191,187
Town Common Improvements	260,534
Mast Arm Poles Project	100,000
City Hall Lobby Renovation Project	34,719
Fire/Rescue Defibrillators	35,500
Hitorical Loan Pilot Projects	<u>70,000</u>
Total	<u>\$ 968,423</u>

Assistant City Manager Cowin explained that these are capital project carryovers from the prior year. At the end of June, the last budget amendment for the prior fiscal year, \$250,000 was appropriated as a match for a grant of \$750,000. The difference in that appropriation and the amount shown above was the remaining contingency from the Tar River Pier project.

Upon motion by Council Member Connelly and second by Council Member Smiley, the City Council voted unanimously to approve Budget ordinance amendment #2.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

- **Greenville Bicycle And Pedestrian Commission**

Chairman Brian Glover stated this has been an excellent year for the Greenville Bicycle and Pedestrian Commission. They restructured the membership of the Commission because they had problems achieving a quorum with twelve members, and since they've reduced the number to nine, there have been no more quorum issues. One of their biggest accomplishments has been the Vision Zero resolution, which is a policy that puts traffic safety as the number one priority. In the past, traffic priorities have been focused on speed and volume, which has clearly not done so well. By his count, in 2015 there were 6 people killed in Greenville while walking and so far in 2016, there have been 5 killed. Chairman Glover stated he is grateful the City Council passed the Vision Zero resolution and hope it leads to a serious restructuring of what goes on in the City's streets. Another big accomplishment has been to coordinate with J. H. Rose High School on Phase II of the Green Mill Run Greenway. The greenway is currently almost finished from Charles Boulevard from Evans Street and will eventually extend to the high school and Evans Park. The high



school's leadership is very excited about this project as it has the potential to completely transform the way students get to school. They have also worked with City staff to lay out a signed North-South bike route connecting the Lynndale neighborhood to Uptown via the Green Mill Run Greenway, Phase II.

Chairman Glover stated the Commission also participated in a number of events in May for National Bike Month, including:

- Partnering with the Historical Preservation Commission for "Jane's Ride"
- Promoting National Bike Month via social media and Greenville TV
- Teaching the League of American Bicyclists' Smart Cycling Course

Additionally, various members of the Commission have served on advisory committees for several of Greenville's planning processes, including Horizons: Greenville's Community Plan, 10th Street Corridor Study Plan, Active Transportation Master Plan and the Town Common Study. Commission members have also, for the fifth year running, carried out manual bike/pedestrian counts as part of the National Bicycle and Pedestrian Documentation Process. They have continued distribution of the Greenville and Pitt County Bike Map, discussed a Town Hall Meeting on pedestrian safety, provided input on Greenville's sidewalk program and the Active Transportation Plan and discussed North Carolina's new bike-related traffic laws (HB 959).

Chairman Glover stated he will be stepping down because his term is up as of the end of 2016, but he feels he is leaving the Commission in capable hands. He thanked fellow Commission members for the work they have done, and thanked the City Council for their support.

- **Investment Advisory Committee** - (Continued to November)

CONTRACT AWARD FOR THE 2016 PHASE 2 BOND STREET REPAIRS

Public Works Director Kevin Mulligan stated this award is for the 2nd phase of work, which will be on Arlington Boulevard from Red Banks Road to Fire Tower Road, which is about 7 lane miles. Work will include milling, full depth patching, asphalt overlay and striping. The work will also include removal and replacement of existing non-compliant ramps. Loop detectors are being replaced with new technology that uses radar for presence and thermal advance detection. Work is scheduled to begin in November and should be complete in December, weather permitting.

Upon motion by Mayor Pro-Tem Smith and second by Council Member Glover, the City Council voted unanimously to award a construction contract to S.T. Wooten Corporation for \$1,314,654.50 for 2016 Bond Phase 2 Street Repairs.



Council Member Connelly asked when Phase 1 is expected to be complete.

Director Mulligan stated work is anticipated to be done by the end of this year.

CONTRACT AWARD FOR CONSTRUCTION OF THE GREENVILLE TRANSPORTATION ACTIVITY CENTER

Public Works Director Kevin Mulligan showed a map depicting the location of the proposed Greenville Transportation and Activity Center (GTAC), which is directly adjacent to the current Police and Fire-Rescue parking lot and bounded by S. Pitt Street, Bonners Lane and S. Clark Street. He also showed site plans depicting the building, bus bays and parking provisions. He also showed building floor plans and noted that the Center City Police will be housed in the 1st floor. Director Mulligan stated work is anticipated to begin in November and be complete by the end of 2017.

The funding breakdown for this project is as follows:

Federal Transit Administration	\$5,612,720
NCDOT	605,641
City of Greenville	797,539
Greenville Utilities	<u>178,400</u>
Total Project Cost	\$7,194,300

The portion funded by Greenville Utilities is for replacement of a water main and services in the rights-of-way adjacent to the project.

Upon motion by Council Member Mercer and second by Mayor Pro-Tem Smith, the City Council voted unanimously to award the contract for GTAC construction to TCC Enterprises, Inc. for a lump sum of \$7,194,300.

TRANSIT ADVERTISING POLICY

Economic Development Manager Roger Johnson stated the purpose of this item is to establish standards and guidelines for advertising on the City of Greenville transit system. During a City Council meeting in June, Council Members heard a benchmark presentation from staff regarding both naming rights and advertising. At the conclusion of the presentation, City staff recommended that the City pursue a Transit Advertising program, and City Council Members concurred.

In order to realize the maximum benefit from the sale of advertising space and to generate revenue, the paid transit advertising will be managed in a manner that generates as much revenue as practicable, while ensuring the advertising does not discourage the use of the transit system, does not diminish the City's reputation or image in the communities it



serves, does not diminish the goodwill of its patrons and is consistent with the City's mission and vision to provide safe and effective public transportation.

This policy is intended to provide clear guidelines as to the types of advertisements that will allow the City to generate and enhance transit operations by fulfilling the following goals and objectives:

- Maximizing advertising revenue
- Preventing the appearance of favoritism by the City
- Preventing the risk of imposing demeaning or disparaging views to a captive audience
- Maintaining a position of neutrality on controversial issues (religion, advocacy, Planned parenthood, etc)
- Preserving the marketing potential of the advertising space by avoiding content that the community could view as demeaning, disparaging, objectionable, inappropriate or harmful to members of the public generally or to minors in particular
- Maximizing ridership
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders
- Preventing any harm or abuse that may result from running demeaning, disparaging or objectionable advertisement
- Reducing the diversion of resources from transit operations that could be caused by demeaning, disparaging, objectionable, inappropriate or harmful advertisements

If the City Council approves the proposed policy, staff will issue a request for proposals to solicit a third-party advertising firm to manage the City's advertising program on a commission or revenue-sharing basis. The Public Transportation and Parking Commission reviewed the proposed Transit Advertising Policy on September 21, 2016 and are in support of the policy. Also, the City Attorney's Office has reviewed the proposed policy for legal sufficiency.

Council Member Connelly asked if any information was available from benchmark cities on revenue production.

ED Manager Johnson stated it is an issue of scale. Greenville only has 18 buses, and he's not certain how many shelters, but it is a shared revenue stream. Most commonly, there is a guaranteed revenue for the first 1-2 years with a percentage-based profit split thereafter.

Mayor Pro-Tem Smith asked about the approval process for any items not clearly defined in the policy, for example, something about stopping human trafficking.

ED Manager Johnson stated anything not clearly defined by the policy would go to the Public Works Director or perhaps to the Public Works Director and the City Attorney.



Council Member Godley asked why the City could not manage this process internally since it is of such a small scale.

ED Manager Johnson stated the process requires equipment and expertise the City does not already have.

There being no further discussion, Council Member Godley moved to adopt the proposed Transit Advertising policy. Council Member Glover seconded the motion, which passed by unanimous vote.

DEBT MANAGEMENT POLICY

Assistant City Manager Michael Cowin stated that at the City Council Planning Session held in January 2016, the City Council identified as its third top priority the formulation of a long-range debt management strategy. In the process of formalizing this strategy, staff has prepared a comprehensive Debt Management Policy that provides oversight to the City Council and City staff as to the guidelines that shall be followed in determining the amount, timing and type of debt to issue in order to fund capital projects. In addition, the policy shall be carried out in accordance with the City's Financial Policy Guidelines.

The following are the various sections of the Debt Management Policy that detail the variables to consider and procedures to follow in the debt management process:

- Capital Improvement Plan
- Guidance for Debt Issuance
- Requirements for Pay-As-You-Go Funding
- Debt Affordability
- Types of Debt Issuances
- Long-Range Debt Strategy
- Debt Service Fund
- Legal and Regulatory Requirements
- Arbitrage Requirements and Bond Issuance
- Refunding of Debt
- Investor Relations, Disclosure and Communication

Assistant City Manager Cowin noted that the Debt Management Policy includes a section outlining the characteristics of a long-range debt strategy. The long-range debt strategy is structured to reflect the goals and priorities of the City Council within the economic environment in which the City operates, both now and in the future. The objective of the long-range debt strategy is to maximize the amount of capital projects funded over a period of time while minimizing the amount of additional budget resources needed to fund the additional projects. The Debt Management Policy provides guidance to the City Council as



to the conditions to consider and procedures to follow in order to implement the long-range debt strategy.

Assistant City Manager Cowin suggested the following timeline as to how the policy will be utilized to guide the City's short-term and long-term capital funding decisions:

- Tonight – Approve the Debt Management Policy, inclusive of a long-range debt strategy
- November – Develop a 10 –Year Major Capital Project Listing
- December – Calculate excess fund balance less minus fund balance appropriated for FY2016-2017 and the impact of Hurricane Matthew
- January – Present Long-Range Debt Plan Proposal for the next 10 years, based on Debt Strategy

Upon motion by Council Member Godley and second by Council Member Connelly, the City Council approved the Debt Management Policy, inclusive of the long-range debt strategy, by unanimous vote.

APPROVAL OF RIVER PARK NORTH ENVIRONMENTAL EDUCATION SHELTER GRANT APPLICATION - (Approved at the October 17, 2016 City Council meeting)

2017 SCHEDULE OF CITY COUNCIL MEETINGS

City Clerk Carol Barwick presented a proposed schedule of meeting dates based on provisions of the City Code, noting potential conflicts with those dates and identifying meetings which the City Manager recommended be deleted from the schedule.

Council Member Smiley noted a personal conflict with meeting on August 7th.

Council Member Mercer noted a personal conflict with meeting on November 20th.

Following a general discussion of conflicts and alternatives, a motion was made by Mayor Pro-Tem Smith to approve the following schedule of City Council meetings for 2017:



**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

March 20 - 6:00 PM

April 10 - 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

June 5 - 6:00 PM
June 8 - 6:00 PM

August 10 - 6:00 PM
August 14 - 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

November 9 - 6:00 PM
November 13 - 6:00 PM

December 11 - 6:00 PM (Post-Election Organizational Meeting)
December 14 - 6:00 PM

Council Member Mercer seconded the motion, which was approved by unanimous vote.

FISCAL YEAR 2017-2018 BUDGET SCHEDULE

Assistant City Manager Michael Cowin presented the following proposed Budget Schedule for FY 2017-2018:



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

Upon motion by Council Member Mercer and second by Council Member Connelly, the City Council voted unanimously to approve the proposed Budget Schedule.

CITY MANAGER'S REPORT

Assistant City Manager Flood stated staff is working to schedule a future groundbreaking for the Greenville Transportation and Activity Center. Also, the Trillium Playground is still on schedule for the November 19th Ribbon Cutting ceremony.

Assistant City Manager Flood stated the City has been notified that Greenville has been selected to host the 2017 North Carolina League of Municipalities Annual Conference from September 20th-23rd. He stated he would like to get the City Council's approval now to accept the selection and move forward with the planning process. He said staff would come back with a budget for the Council's approval, probably in November. The last time Greenville hosted this conference was in 2009 and began with a budget of about \$90,000, which increased some from there; however, the City's actual expense was closer to \$30,000 due to the generosity of donations and sponsors. He stated he would anticipate a similar experience this time.



Upon motion by Council Member Smiley and second by Council Member Connelly, the City Council voted unanimously to authorize City staff to proceed in the planning process for hosting the 2017 North Carolina League of Municipalities Conference.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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

CLOSED SESSION

Removed from agenda because it was held on October 17, 2016.

ADJOURNMENT

Mayor Pro-Tem Smith moved to adjourn the meeting, seconded by Council Member Godley. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 7:45 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Ordinance amending the Manual of Fees to delete the Citizens Academy fee

Explanation: **Abstract:** The Manual of Fees calls for a fee of \$25 to be charged for participation in the Greenville Citizens Academy. Staff is proposing to eliminate that fee.

Explanation: Currently, the Manual of Fees calls for a fee of \$25 to be charged to persons who apply to participate in the Greenville Citizens Academy. However, there is no fee charged for other similar programs such as the Police Department's Citizens Police Academy and the Pitt County Sheriff's Department Citizens Academy.

The elimination of the \$25 fee is proposed in an effort to increase participation in the program. The Academy was last held in 2014. It was canceled in 2015 due to the inability to meet the required minimum number of participants, and no Academy was scheduled in 2016. Recruitment for the 2017 Citizens Academy will soon begin, with the program slated to start in late March.

Fiscal Note: The fee received for the Citizens Academy has been used in the past to offset the costs associated with supplies and materials for the program and its participants. Funds are included in the City Manager's Office budget to pay for program costs.

Recommendation: Staff recommends approval of the attached ordinance amending the Manual of Fees to delete the \$25 fee for the Greenville Citizens Academy.

Attachments / click to download

 [Amendment to Citizens Academy Fee 1045012](#)

ORDINANCE NO. 17-

AN ORDINANCE AMENDING THE MANUAL OF FEES RELATING TO
MISCELLANEOUS FEES

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

Section 1. That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by deleting the Citizens Academy fee contained in the Miscellaneous Fees.

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 immediately.

This the 6th day of February, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Authorization for Greenville Utilities Commission to initiate condemnation proceedings for property and/or easements necessary for the Southwest Bypass Electric Relocation Project

Explanation: **Abstract:** Greenville Utilities Commission seeks approval to initiate condemnation proceedings in order to acquire easements and/or property necessary for the Southwest Bypass Project.

Explanation: The acquisition of 9 individual easements from 5 property owners is necessary in order to relocate an existing Greenville Utilities 115 kV Transmission Line that is in conflict with the new US 264 Southwest Bypass. In January of 2016, GUC contracted the services of NCDOT's consultant, TELICS, to acquire the necessary easements. To date, all but 4 of the easements needed have been obtained. The remaining parcels are owned by Happy Trail Farms LLC, and the property owner is not willing to settle for the appraised value of the land. The offer for the easements is based on NCDOT's property appraisals.

In order to begin construction, it will be necessary to acquire all easements. To do so, it may be necessary to acquire the remaining easements by condemnation under the power of eminent domain granted to the Commission and the City of Greenville. By filing condemnation actions and depositing the estimated fair market value of the easement to be acquired, the easement automatically is granted by operation of law to the City of Greenville for the use and benefit of Greenville Utilities Commission, and the property owner can thereafter request a jury trial to determine whether the deposited amount is "just compensation" for the "taking."

At its January 18, 2017 regular meeting, the Greenville Utilities Commission Board of Commissioners approved to request that City Council initiate condemnation actions to acquire property and/or easements necessary for the Southwest Bypass Department of Transportation Project.

Fiscal Note: No costs to the City.

Recommendation: Approval to initiate condemnation actions to acquire property and/or easements necessary for the Southwest Bypass Department of Transportation Relocation Project

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Resolution approving the grant of right-of-way and easements to the North Carolina Department of Transportation for the Dickinson Avenue Improvement Project

Explanation: **Abstract:** The North Carolina Department of Transportation (NCDOT) seeks additional right-of-way and easements in connection with the Dickinson Avenue Improvement Project. The right-of-way and easements will be located on property owned by the City adjacent to Dickinson Avenue.

Explanation: The North Carolina Department of Transportation (NCDOT) seeks a right-of-way and easements in connection with the Dickinson Avenue Improvement Project. The right-of-way and easements are located on property owned by the City adjacent to Dickinson Avenue. They are as follows:

(1) Upon property located at the northwestern and northeastern corners of the intersection of Dickinson Avenue and Moye Boulevard as described in Deed Book 2500, Page 75, Pitt County Registry, 0.012 acres of additional right-of-way, a 0.055 acre permanent aerial utility easement and a 0.008 acre temporary construction easement.

(2) Upon property located at the northwestern intersection of Dickinson Avenue and Clark Street as described in Deed Book 76, Page 56, Pitt County Registry, 0.001 acres of additional right-of-way, a 0.003 acre permanent drainage easement, and a 0.035 acre temporary construction easement.

(3) Upon property located at the southwestern corner of the intersection of Dickinson Avenue and Reade Circle, a 0.003 acre temporary construction easement.

NCDOT will pay \$15,550 for the right-of-way and easements. This amount was determined by NCDOT based upon a square footage rate which varied by type of interest acquired and location.

Attached are the following:

- 1) Resolution approving the Grant of Right-of-Way and Easements;
- 2) Map showing location; and
- 3) Plan Drawings demonstrating location.

Fiscal Note:

The City will receive \$15,550 from the North Carolina Department of Transportation as compensation for the conveyance of the right-of-way and easements.

Recommendation:

Approve the attached resolution approving the grant of right-of-way and easements to the North Carolina Department of Transportation for the Dickinson Avenue Improvement Project.

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

Attachments / click to download

- [Map with Asterisks Noting ROW and Easements](#)
 - [Three \(3\) Maps showing ROW and Easements](#)
 - [Resolution Approving the Grant of ROW and Easements to DOT ___ Dickinson Avenue 1045080](#)
-

RESOLUTION NO. ___-17

**Resolution Approving the Grant of Right-of-Way and Easements
to the North Carolina Department of Transportation
for the Dickinson Avenue Improvement Project**

WHEREAS, the City of Greenville is the owner of property located adjacent to Dickinson Avenue and described in the deeds recorded in Book 76, Page 56 and Book 2500, Page 75, Pitt County Registry of Deeds and at the southwestern corner of the intersection of Dickinson Avenue and Reade Circle;

WHEREAS, the North Carolina Department of Transportation has requested additional right-of-way, a permanent drainage easement, a permanent aerial utility easement, and temporary construction easements in connection with the Dickinson Avenue Improvement Project; and

WHEREAS, North Carolina General Statute 160A-274 authorizes the City of Greenville to grant right-of-way and easements to the North Carolina Department of Transportation upon any city property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the grant of right-of-way and easements to the North Carolina Department of Transportation upon property it owns, to facilitate the Dickinson Avenue Improvement Project, said right-of-way and easements being the following:

- (1) Upon property located at the northwestern and northeastern corners of the intersection of Dickinson Avenue and Moye Boulevard as described in Deed Book 2500, Page 75, Pitt County Registry, 0.012 acres of additional right-of-way, a 0.055 acre permanent aerial utility easement and a 0.008 acre temporary construction easement.
- (2) Upon property located at the northwestern intersection of Dickinson Avenue and Clark Street as described in Deed Book 76, Page 56, Pitt County Registry, 0.001 acres of additional right-of-way, a 0.003 acre permanent drainage easement, and a 0.035 acre temporary construction easement.
- (3) Upon property located at the southwestern corner of the intersection of Dickinson Avenue and Reade Circle, a 0.003 acre temporary construction easement.

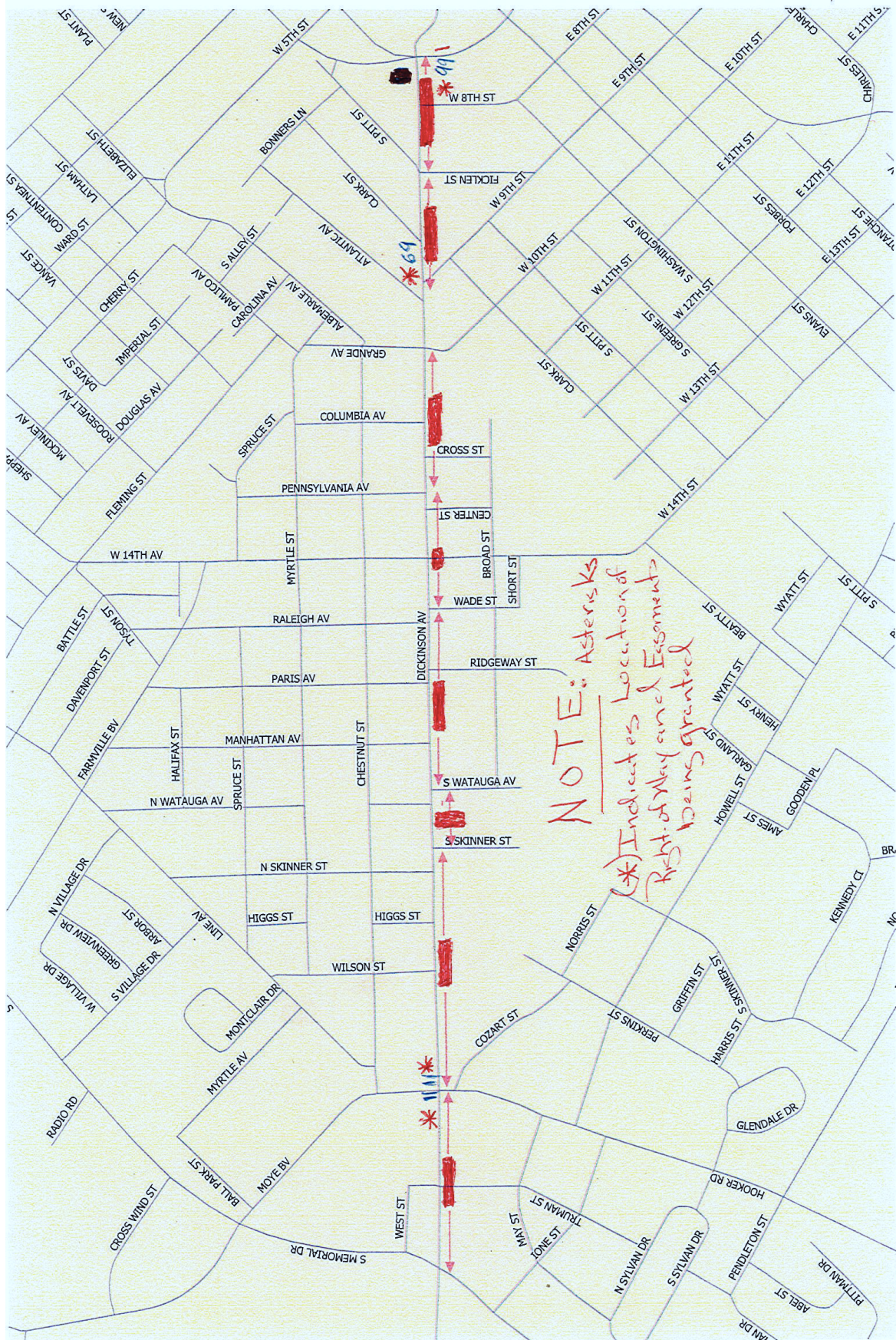
BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute the documents conveying said right-of-way and easements for and on behalf of the City of Greenville.

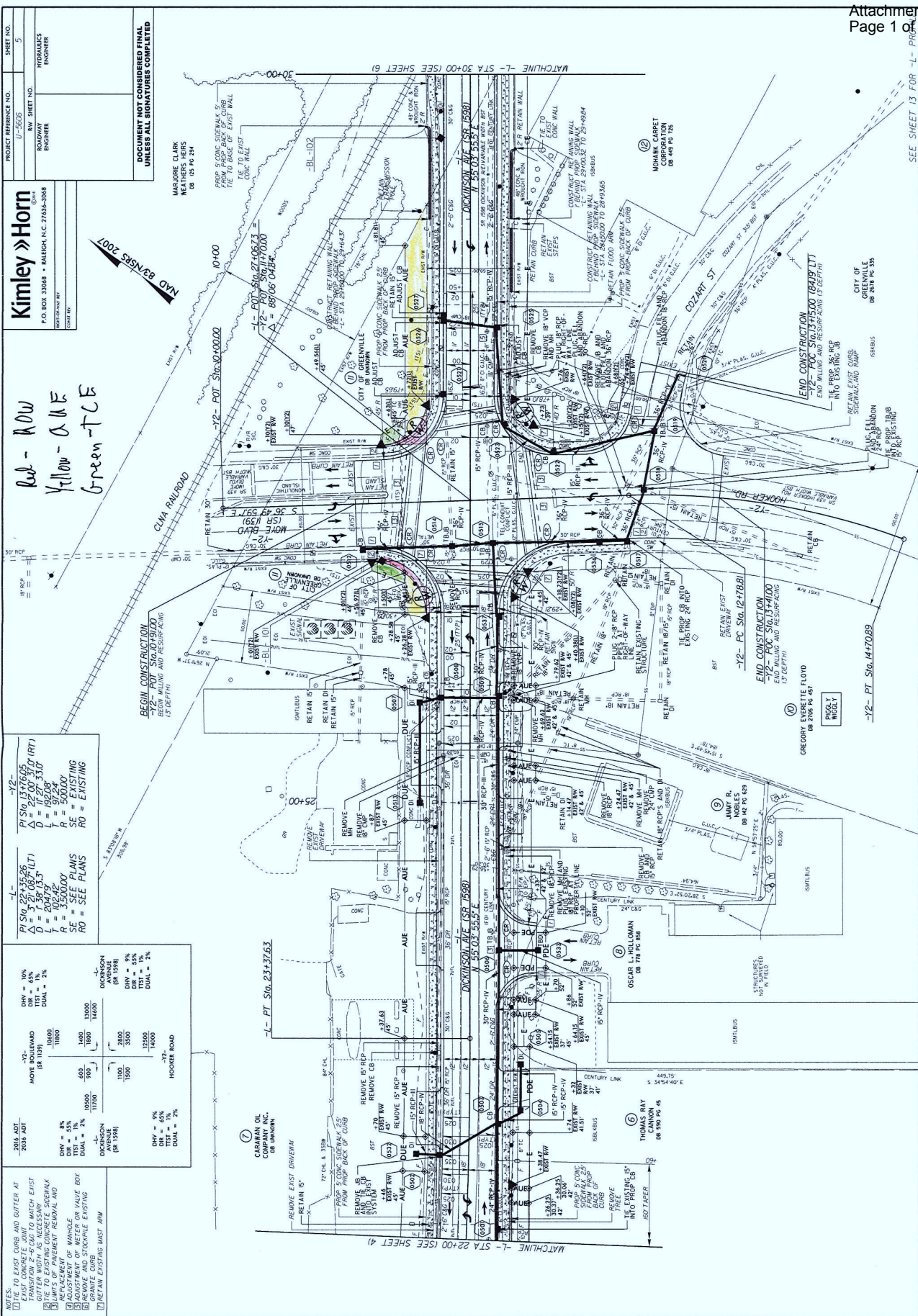
This the 6th day of February, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk





PROJECT REFERENCE NO.	U-5606
R/W SHEET NO.	5
DESIGNER	MORAN ENGINEERS
ENGINEER	ENGINEER

Kimley»Horn
P.O. BOX 33088 • RALEIGH, N.C. 27632-3088
REGISTERED PROFESSIONAL ENGINEER
STATE OF NORTH CAROLINA
EXPIRES 12/31/2011

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

MARJORIE CLARK
WEATHERS HEERS
08 05 PG 294

Red - ROW
Yellow - O.A.E
Green - T.C.E

<p>-Y2- PI STA 13+76.05 Δ = 52.00 OR 37.0 (RT) L = 192.08 T = 97.24 SE = 500.00 RO = EXISTING</p>	<p>-L- PI STA 22+35.26 Δ = 37.00 OR 37.0 (LT) L = 204.73 T = 102.42 SE = 300.00 RO = SEE PLANS</p>
---	--

<p>30% ADT 20% ADT</p>	<p>-Y2- MOYE BOULEVARD DB 1174 PG 25</p>	<p>-L- DICKINSON (PK 1198)</p>	<p>-Y2- HOOKER ROAD</p>
----------------------------	--	--	-----------------------------

- NOTES TO EXIST CURB AND CUTTER AT TRANSITION 2'-6" FOR TO MATCH EXIST CURB TO EXISTING CONCRETE SIDEWALK
- ADJUSTMENT OF MANHOLE
 - ADJUSTMENT OF METER OR VALVE BOX
 - GRANITE CURB TO MATCH EXISTING
 - RETAIN EXISTING MAST ARM

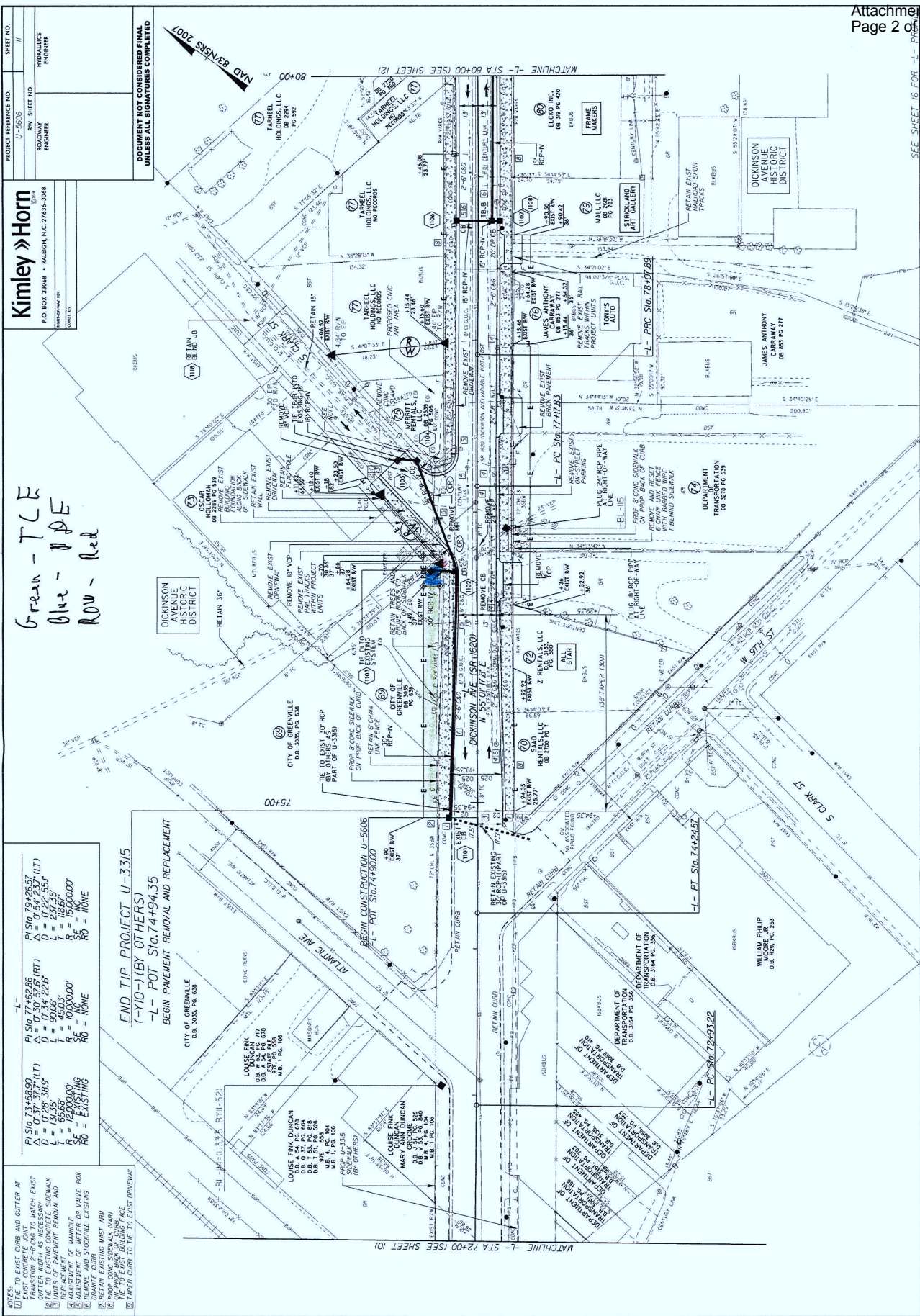
REVISIONS

NO.	DESCRIPTION

SEE SHEET 13 FOR -L- PRE

PROXY
MUGLEY

11/5/2016
K:\RAL Roadway\010326243 - U-5606 Dickinson Avenue Roadway\11\U-5606-04-1005.dgn



Kimley»Horn
P.O. BOX 30068 • RALEIGH, NC 27626-3068
COURT NO. _____

PROJECT REFERENCE NO. U-5606
SHEET NO. 17
ROADWAY ENGINEER
HYDRAULICS ENGINEER
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

Green - TCE
Blue - NPE
Red - ROW

PI STA 73+58.90
Δ = 0.37
D = 0.26
L = 65.67
R = 12,000.00
RO = EXISTING

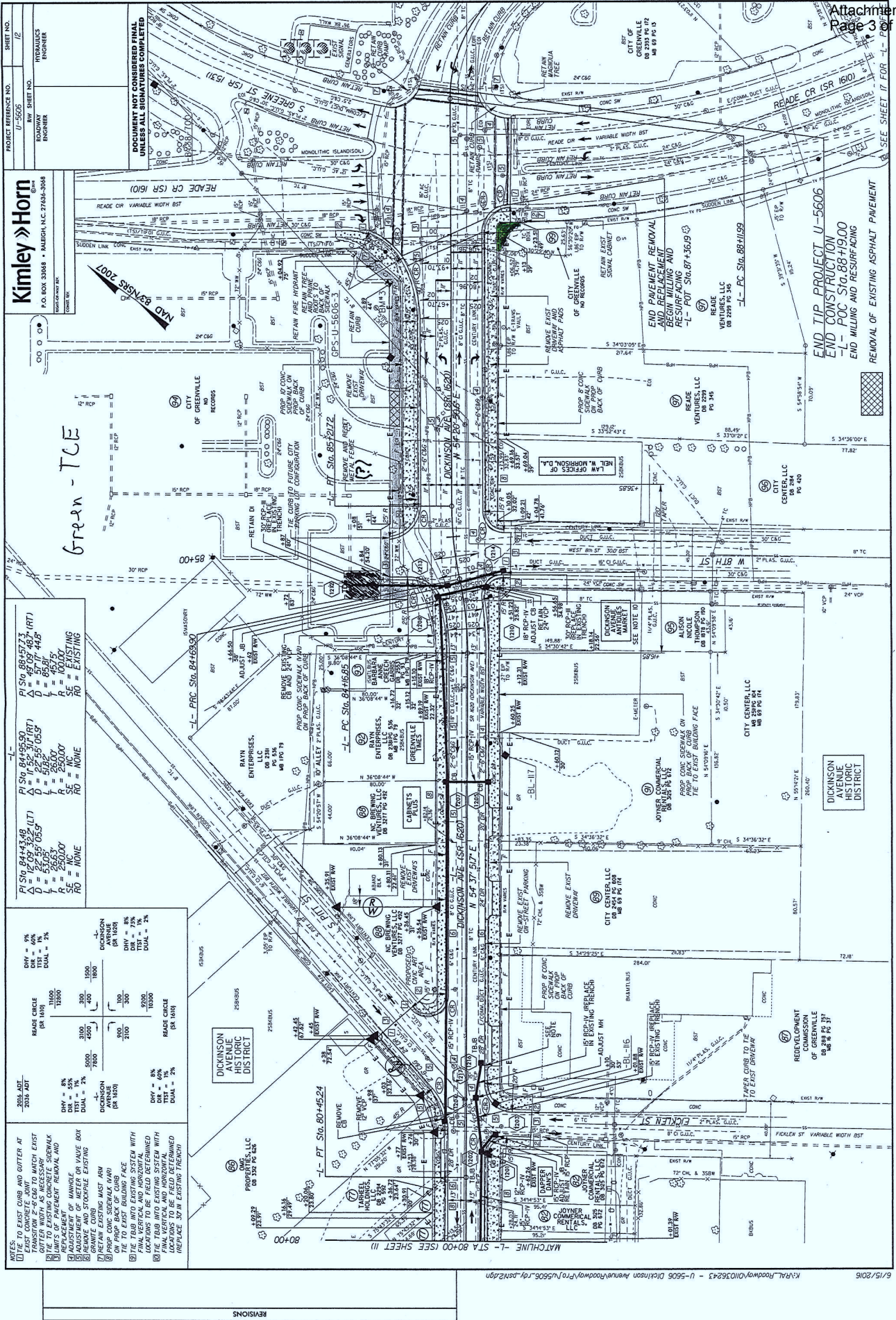
PI STA 74+62.86
Δ = 0.30
D = 0.34
L = 45.03
R = 10,000.00
RO = NONE

PI STA 74+94.35
Δ = 0.54
D = 0.22
L = 106.67
R = 15,000.00
RO = NONE

END TIP PROJECT U-3315
(-Y10-)(BY OTHERS)
-L- POT STA 74+94.35
BEGIN PAVEMENT REMOVAL AND REPLACEMENT

- NOTES TO EXIST CURB AND CUTTER AT TRANSITION 2'-6" CONC TO MATCH EXIST TIE TO EXISTING CONCRETE SIDEWALK LIMITS OF PAVEMENT REMOVAL AND ADJUSTMENT OF MANDIBLE ADJUSTMENT OF METER OR VALVE BOX GRANITE CURB SIGNAGE EXISTING
- 1) RETAIN EXISTING MAST ARM ON PROP BACK OF CURB
 - 2) TIE CURB TO TIE TO EXIST DRIVEWAY

REVISIONS





City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Resolution supporting an application by Blackbeard Coffee Roasters for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division

Explanation: **Abstract:** The North Carolina Department of Commerce is considering a Greenville company, Blackbeard Coffee Roasters, to receive a grant from the Rural Economic Development Division Building Reuse Grant program. Blackbeard Coffee Roasters will make handcrafted, freshly roasted coffee at 203 East 5th Street in the former Campus Cookies location. The projected grant amount will be between \$20,000 and \$30,000, depending on the final number of new jobs that will be created.

Explanation: The North Carolina Department of Commerce (NCDOC) may approve a Greenville company, Blackbeard Coffee Roasters, to receive a Building Reuse Grant from the NCDOC Rural Economic Development Division. Blackbeard Coffee Roasters will submit the full application on March 20, 2017, contingent upon consent from the City Council. City staff is asking City Council to provide a resolution in support of the application. If the application is successful, a public hearing would be scheduled at a future meeting, when City Council would be asked to approve the local match requirement.

This new venture will create between 4 and 6 new full-time jobs, averaging approximately \$32,000 in salary per year. Under the grant provisions, Blackbeard Coffee Roasters would qualify for the minimum grant award of \$5,000 per new job created.

The property owner and Blackbeard Coffee Roasters will invest approximately \$60,000 in landlord and tenant improvements to help transform the vacant building into an active place of business.


Fiscal Note: If the grant application is successful, the Department of Commerce will award Blackbeard Coffee Roasters a grant between \$20,000 and \$30,000. The grant

requires a 5% cash match from the City of Greenville, which would be between \$1,000 and \$1,500. Funds to match the grant are included in the FY 2016-2017 budget in a line item designated for economic development matching funds.

Recommendation: Staff recommends that City Council adopt a resolution in support of Blackbeard Coffee Roasters Building Reuse Grant application.

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

Attachments / click to download

 [Resolution supporting Blackbeard Coffee Roasters 1044374](#)

RESOLUTION NO. __

RESOLUTION SUPPORTING AN APPLICATION
ON BEHALF OF BLACKBEARD COFFEE ROASTERS
TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE PROGRAM

WHEREAS, the City of Greenville is committed to advancing and promoting economic development in Greenville;

WHEREAS, the City of Greenville has adopted an Economic Development Strategic Plan for the purpose of enhancing the quality of life in Greenville by advancing economic opportunities for businesses and residents of the City of Greenville;

WHEREAS, North Carolina General Statute 158-7.1(a) authorizes the use of economic incentives for the purpose of private sector job creation;

WHEREAS, Blackbeard Coffee Roasters has pledged to create up to 6 new full-time jobs in the Greenville corporate limits, is eligible to apply for a Building Reuse Grant up to the amount of \$30,000 through the North Carolina Department of Commerce, and requires the sponsorship of the City of Greenville to make the application; and

WHEREAS, the City of Greenville acknowledges that, if the grant is awarded, it will be required to commit a cash match of 5% of the grant amount toward the project for a total cash match of up to \$1,500;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby support and endorse the application of Blackbeard Coffee Roasters to the North Carolina Department of Commerce's Building Reuse Grant Program for a grant up to the amount of \$30,000.

Adopted this 6th day of February, 2017.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Resolution supporting an application by Caremaster, LLC for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division

Explanation: **Abstract:** The North Carolina Department of Commerce is considering a Greenville company, Caremaster, LLC, to receive a grant from the Rural Economic Development Division Building Reuse Grant program. Caremaster, LLC will provide fire and water restoration services at 601 Dexter Street in the former Grainger location. The projected grant amount will be between \$100,000 and \$150,000, depending on the final number of new jobs that will be created.

Explanation: The North Carolina Department of Commerce (NCDOC) may approve a Greenville company, Caremaster, LLC, to receive a Building Reuse Grant from the NCDOC Rural Economic Development Division. Caremaster, LLC will submit the full application on March 20, 2017, contingent upon consent from the City Council. City staff is asking City Council to provide a resolution in support of the application. If the application is successful, a public hearing would be scheduled at a future meeting, when City Council would be asked to approve the local match requirement.

This new venture will create between 10 and 15 new full-time jobs, averaging approximately \$33,287 in salary per year. Under the grant provisions, Caremaster, LLC would qualify for the maximum grant award of \$10,000 per new job created.

The property owner and Caremaster, LLC will invest approximately \$300,000 in landlord and tenant improvements to help transform the vacant building into an active place of business.

Fiscal Note: If the grant application is successful, the Department of Commerce will award Caremaster, LLC a grant between \$100,000 and \$150,000. The grant requires a 5% cash match from the City of Greenville, which would be between \$5,000 and \$7,500. Funds to match the grant are included in the FY 2016-2017 budget in a

line item designated for economic development matching funds.

Recommendation: Staff recommends that City Council adopt a resolution in support of Caremaster, LLC Building Reuse Grant application.

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

Attachments / click to download

 [Resolution supporting Caremaster LLC 1044907](#)

RESOLUTION NO. __

RESOLUTION SUPPORTING AN APPLICATION
ON BEHALF OF CAREMASTER LLC
TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE PROGRAM

WHEREAS, the City of Greenville is committed to advancing and promoting economic development in Greenville;

WHEREAS, the City of Greenville has adopted an Economic Development Strategic Plan for the purpose of enhancing the quality of life in Greenville by advancing economic opportunities for businesses and residents of the City of Greenville;

WHEREAS, North Carolina General Statute 158-7.1(a) authorizes the use of economic incentives for the purpose of private sector job creation;

WHEREAS, Caremaster LLC has pledged to create up to 15 new full-time jobs in the Greenville corporate limits, is eligible to apply for a Building Reuse Grant up to the amount of \$150,000 through the North Carolina Department of Commerce, and requires the sponsorship of the City of Greenville to make the application; and

WHEREAS, the City of Greenville acknowledges that, if the grant is awarded, it will be required to commit a cash match of 5% of the grant amount toward the project for a total cash match of up to \$7,500;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby support and endorse the application of Caremaster LLC to the North Carolina Department of Commerce's Building Reuse Grant Program for a grant up to the amount of \$150,000.

Adopted this 6th day of February, 2017.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Resolution supporting an application by Greenville Theatre Ventures for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division

Explanation: **Abstract:** The North Carolina Department of Commerce is considering a Greenville company, Greenville Theatre Ventures, to receive a grant from the Rural Economic Development Division Building Reuse Grant program. Greenville Theatre Ventures will be a live performance venue at 110 West 5th Street in the historic White's Theatre Building. The projected grant amount will be between \$40,000 and \$60,000, depending on the final number of new jobs that will be created.

Explanation: The North Carolina Department of Commerce (NCDOC) may approve a Greenville company, Greenville Theatre Ventures, to receive a Building Reuse Grant from the NCDOC Rural Economic Development Division. Greenville Theatre Ventures will submit the full application on March 20, 2017, contingent upon consent from the City Council. City staff is asking City Council to provide a resolution in support of the application. If the application is successful, a public hearing would be scheduled at a future meeting, when City Council would be asked to approve the local match requirement.

This new venture will create between 8 and 12 new full-time jobs, averaging approximately \$32,000 in salary per year. Under the grant provisions, Greenville Theatre Ventures would qualify for the minimum grant award of \$5,000 per new job created.

The company will invest approximately \$1,000,000 in landlord and tenant improvements to help transform the vacant building into an active place of business.

Fiscal Note: If the grant application is successful, the Department of Commerce will award Greenville Theatre Ventures a grant between \$40,000 and \$60,000. The grant

requires a 5% cash match from the City of Greenville, which would be between \$2,000 and \$3,000. Funds to match the grant are included in the FY 2016-2017 budget in a line item designated for economic development matching funds.

Recommendation: Staff recommends that City Council adopt a resolution in support of Greenville Theatre Ventures Building Reuse Grant application.

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

Attachments / click to download

 [Resolution supporting Greenville Theatre Ventures 1044376](#)

RESOLUTION NO. __

RESOLUTION SUPPORTING AN APPLICATION
ON BEHALF OF GREENVILLE THEATRE VENTURES
TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE PROGRAM

WHEREAS, the City of Greenville is committed to advancing and promoting economic development in Greenville;

WHEREAS, the City of Greenville has adopted an Economic Development Strategic Plan for the purpose of enhancing the quality of life in Greenville by advancing economic opportunities for businesses and residents of the City of Greenville;

WHEREAS, North Carolina General Statute 158-7.1(a) authorizes the use of economic incentives for the purpose of private sector job creation;

WHEREAS, Greenville Theatre Ventures has pledged to create up to 12 new full-time jobs in the Greenville corporate limits, is eligible to apply for a Building Reuse Grant up to the amount of \$60,000 through the North Carolina Department of Commerce, and requires the sponsorship of the City of Greenville to make the application; and

WHEREAS, the City of Greenville acknowledges that, if the grant is awarded, it will be required to commit a cash match of 5% of the grant amount toward the project for a total cash match of up to \$3,000;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby support and endorse the application of Greenville Theatre Ventures to the North Carolina Department of Commerce's Building Reuse Grant Program for a grant up to the amount of \$60,000.

Adopted this 6th day of February, 2017.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Resolution supporting an application by Jenni K Jewelry for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division

Explanation: **Abstract:** The North Carolina Department of Commerce is considering a Greenville company, Jenni K Jewelry, to receive a grant from the Rural Economic Development Division Building Reuse Grant program. Jenni K Jewelry will sell handcrafted jewelry at 212 East 5th Street in the former Art Avenue location. The projected grant amount will be between \$5,000 and \$15,000, depending on the final number of new jobs that will be created.

Explanation: The North Carolina Department of Commerce (NCDOC) may approve a Greenville company, Jenni K Jewelry, to receive a Building Reuse Grant from the NCDOC Rural Economic Development Division. Jenni K Jewelry will submit the full application on March 20, 2017, contingent upon consent from the City Council. City staff is asking City Council to provide a resolution in support of the application. If the application is successful, a public hearing would be scheduled at a future meeting, when City Council would be asked to approve the local match requirement.

This new venture will create between 1 and 3 new full-time jobs, averaging approximately \$32,000 in salary per year. Under the grant provisions, Jenni K Jewelry would qualify for the minimum grant award of \$5,000 per new job created.

The property owner and Jenni K Jewelry will invest approximately \$30,000 in landlord and tenant improvements to help transform the vacant building into an active place of business.

Fiscal Note: If the grant application is successful, the Department of Commerce will award Jenni K Jewelry a grant between \$5,000 and \$15,000. The grant requires a 5% cash match from the City of Greenville, which would be between \$250 and \$750. Funds to match the grant are included in the FY 2016-2017 budget in a

line item designated for economic development matching funds.

Recommendation: Staff recommends that City Council adopt a resolution in support of Jenni K Jewelry Building Reuse Grant application.

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

Attachments / click to download

 [Resolution supporting Jenni K Jewelry 1044378](#)

RESOLUTION NO. __

RESOLUTION SUPPORTING AN APPLICATION
ON BEHALF OF JENNI K JEWELRY
TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE PROGRAM

WHEREAS, the City of Greenville is committed to advancing and promoting economic development in Greenville;

WHEREAS, the City of Greenville has adopted an Economic Development Strategic Plan for the purpose of enhancing the quality of life in Greenville by advancing economic opportunities for businesses and residents of the City of Greenville;

WHEREAS, North Carolina General Statute 158-7.1(a) authorizes the use of economic incentives for the purpose of private sector job creation;

WHEREAS, Jenni K Jewelry has pledged to create up to 3 new full-time jobs in the Greenville corporate limits, is eligible to apply for a Building Reuse Grant up to the amount of \$15,000 through the North Carolina Department of Commerce, and requires the sponsorship of the City of Greenville to make the application; and

WHEREAS, the City of Greenville acknowledges that, if the grant is awarded, it will be required to commit a cash match of 5% of the grant amount toward the project for a total cash match of up to \$750;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby support and endorse the application of Jenni K Jewelry to the North Carolina Department of Commerce's Building Reuse Grant Program for a grant up to the amount of \$15,000.

Adopted this 6th day of February, 2017.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Resolution supporting an application by The Shave on Fifth for a Building Reuse Grant through the North Carolina Department of Commerce Rural Economic Development Division

Explanation: **Abstract:** The North Carolina Department of Commerce is considering a Greenville company, The Shave on Fifth, to receive a grant from the Rural Economic Development Division Building Reuse Grant program. The Shave on Fifth will be a full-service men's barber shop located at 212 East 5th Street in the former Art Avenue location. The projected grant amount will be between \$40,000 and \$50,000, depending on the final number of new jobs that will be created.

Explanation: The North Carolina Department of Commerce (NCDOC) may approve a Greenville company, The Shave on Fifth, to receive a Building Reuse Grant from the NCDOC Rural Economic Development Division. The Shave on Fifth will submit the full application on March 20, 2017, contingent upon consent from the City Council. City staff is asking City Council to provide a resolution in support of the application. If the application is successful, a public hearing would be scheduled at a future meeting, when City Council would be asked to approve the local match requirement.

This new venture will create between 8 and 10 new full-time jobs, averaging approximately \$32,000 in salary per year. Under the grant provisions, The Shave on Fifth would qualify for the minimum grant award of \$5,000 per new job created.

The property owner and The Shave on Fifth will invest approximately \$100,000 in landlord and tenant improvements to help transform the vacant building into an active place of business.

Fiscal Note: If the grant application is successful, the Department of Commerce will award The Shave on Fifth a grant between \$40,000 and \$50,000. The grant requires a 5% cash match from the City of Greenville, which would be between \$2,000 and

\$2,500. Funds to match the grant are included in the FY 2016-2017 budget in a line item designated for economic development matching funds.

Recommendation: Staff recommends that City Council adopt a resolution in support of The Shave on Fifth Building Reuse Grant application.

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

Attachments / click to download

 [Resolution_supporting_The_Shave_on_Fifth_1044375](#)

RESOLUTION NO. __

RESOLUTION SUPPORTING AN APPLICATION
ON BEHALF OF THE SHAVE ON FIFTH
TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE PROGRAM

WHEREAS, the City of Greenville is committed to advancing and promoting economic development in Greenville;

WHEREAS, the City of Greenville has adopted an Economic Development Strategic Plan for the purpose of enhancing the quality of life in Greenville by advancing economic opportunities for businesses and residents of the City of Greenville;

WHEREAS, North Carolina General Statute 158-7.1(a) authorizes the use of economic incentives for the purpose of private sector job creation;

WHEREAS, The Shave on Fifth has pledged to create up to 10 new full-time jobs in the Greenville corporate limits, is eligible to apply for a Building Reuse Grant up to the amount of \$50,000 through the North Carolina Department of Commerce, and requires the sponsorship of the City of Greenville to make the application; and

WHEREAS, the City of Greenville acknowledges that, if the grant is awarded, it will be required to commit a cash match of 5% of the grant amount toward the project for a total cash match of up to \$2,500;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby support and endorse the application of The Shave on Fifth to the North Carolina Department of Commerce's Building Reuse Grant Program for a grant up to the amount of \$50,000.

Adopted this 6th day of February, 2017.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Parking Lot License Agreement with Carolina Telephone and Telegraph Company LLC(Centurylink)

Explanation: **Abstract:** City staff has been working with Carolina Telephone and Telegraph Company LLC (Centurylink) to lease a portion of their existing parking lot located on the south side of their main facility which fronts West 5th Street at the corner of South Pitt Street. Centurylink has agreed to lease a portion of their current parking lot to accommodate 28 spaces for police vehicle parking that will be displaced once the Police/Fire Rescue lot is sold and redeveloped for a mixed use facility. This license agreement formalizes the conditions for the use of this property by the City.

Explanation: With the need of alternative parking for short-term parking for police vehicles resulting from the sale of the Police/Fire Rescue parking lot to Sidewalk Development, City staff approached Centurylink to see if they would allow use of a portion of their parking lot for the purposes of short-term parking of police cruisers at shift changes. The request was to see if the existing parking lot could be divided to provide enough space to accommodate up to 28 police vehicles and still leave sufficient parking and working area to accommodate their needs and still be secured as it currently exists.

A layout of the proposed lease area is attached as an exhibit to the license agreement. The layout shows the removal of the existing fence, installation of a new fence, relocation of the existing automatic gate, relocation of security hardware and camera, installation of a new emergency gate, closure of two existing gates on South Pitt Street with new fencing, extension of curbing at those two gate locations, installation of a new concrete driveway on Bonners Lane, installation of a storm drain box to convey storm water from the parking area into the City storm drainage system, and striping of the new parking area.

The license will begin on February 7, 2017, is valid for an initial period of 5 years (to February 6, 2022), and is automatically renewable for two consecutive 5-year terms. The license fee will be at no cost to the City; however, the City

will be responsible for the cost incurred to make the improvements to the property in accordance with the agreement and as summarized above.

Staff has obtained estimates to complete the work in accordance with the agreement and as listed below:

Contracted Work:

1. Relocate Electronic Gate and Fence Installation - \$8,500
2. Relocated Gate Controller installation (New Electrical Service for gate) - \$8,750
3. Move Gate Camera for CenturyLink - \$1,500

In-House work (Materials only):

1. Construct New Entrance Driveway on Bonner's Lane - \$1,500
2. Stripe Parking Lot - \$300
3. Wheel Stops - \$1,500
4. Interior Curbing Installation to close Existing Driveways - \$2,000
5. Parking Lot Signs - \$500

Contingency - \$2,500

Total Estimate for CenturyLink Lot Work -\$27,050

Some additional items, such as parking lot crack sealing, may be needed as the City proceeds with the improvements. Staff recommends that a budget of \$30,000 be set for this project.

Fiscal Note:

The cost the City will incur to install the improvements as outlined in the agreement is estimated to be \$30,000, which is to be paid from parking lot maintenance funds in the Public Works Department budget.

Recommendation:

Approve the Parking Lot License Agreement with CenturyLink and authorize the expenditure of up to \$30,000 to complete the improvements in accordance with the scope of the agreement.

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

Attachments / click to download

 [Parking Lot License Agreement](#)

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement (“Agreement”) is entered into as of the date it is last signed by both parties (“Effective Date”) by and between **Carolina Telephone and Telegraph Company LLC f/k/a Carolina Telephone and Telegraph Company d/b/a CenturyLink** (“Licensor”) and **City of Greenville, a North Carolina municipal corporation**, for the benefit of License’s Police Department (“Licensee”). Licensor and Licensee may sometimes be referred to in this Agreement individually as a “party” or collectively as the “parties.”

BACKGROUND:

A. Licensor owns certain real property and improvements having an address of **401 West 5th Street, Greenville, North Carolina** (“Property”).

B. Licensee wants to obtain from Licensor certain parking privileges in a portion of a parking lot located on the Property (“Parking Lot”). Licensor is willing to grant such privileges to Licensee upon the terms and conditions contained in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Licensor and Licensee agree as follows:

1. License, Premises, Permitted Use and Reservation of Rights.

1.1 Subject to the terms and conditions of this Agreement, Licensor grants to Licensee an exclusive revocable license (“License”) permitting Licensee to: (a) park its motor vehicles and vehicles used in the course of Licensee’s business on **28** parking spaces located at the Parking Lot (“Premises”). The Premises is designated on the site diagram attached to this Agreement as Exhibit A and incorporated by reference into this Agreement; and (b) non-exclusive use of any driveways and drive allies/lanes for vehicular and pedestrian ingress and egress over, on and across the Parking Lot, Property and Premises to obtain access to and from the Premises.

1.2 As per the Scope of Work attached as Exhibit B, Licensee may use the Premises for the sole purpose of Licensee parking its police patrol motor vehicles used in the course of Licensee’s business, limited to vehicles no larger than one ton in size (“Permitted Use”). Any change to the Permitted Use will require the prior consent of Licensor, which consent will be at Licensor’s sole discretion.

1.3 Licensor reserves the right to, in its sole discretion and at any time during the “Term” (as defined in Section 2.1): (a) temporarily close off all or any portion of the Premises for alteration, maintenance or other purposes; and (b) enter the Premises at any time and on any occasion without any restrictions whatsoever and use the Premises for its own purposes, provided that such entry and use do not materially and adversely interfere with Licensee’s exercise of the rights granted to it in this Agreement. Licensor’s exercise of its rights under this Section 1.3 will neither constitute a breach of this Agreement nor result in any penalty against or liability to Licensor.

2. Term, Termination and Surrender of Premises.

2.1 The term of this Agreement and thus the License will begin on **February 7, 2017** and expire on **February 6, 2022** (“Initial Term”). Upon the expiration of the Initial Term, this Agreement will automatically renew for **2** successive periods of **5** years each (each a “Renewal Term”) upon the same terms and conditions. Notwithstanding the foregoing sentence, Licensor or Licensee may terminate this Agreement effective as of the end of the Initial Term or any Renewal Term by providing notice of termination to the other party at least **90** days prior to the end of the Initial Term or relevant Renewal Term. The use of the word “Term” in this Agreement means and includes the Initial Term and any Renewal Term as the context requires.

2.2 Licensee will, at its own cost and expense, immediately vacate the Premises upon the expiration or termination of this Agreement, and deliver the Premises to Licensor free of all debris, garbage and personal property, and in substantially the same condition as the Premises was in as of the Effective Date, reasonable wear and tear excepted.

3. **Monthly License Fee.** Licensee will pay to Licensor the sum of **\$0.00** per month for the granting of the License and use of the Premises (“Monthly Licensee Fee”).

4. **Applicable Laws, Rules and Access and Security Requirements.**

4.1 Licensee will comply with and observe all applicable laws, ordinances, requirements, codes, orders, decisions, rules and regulations of applicable state, municipal, county, federal or other governmental authorities (collectively, “Applicable Laws”) relating to Licensee’s use of the Premises, Property and Parking Lot, its duties and obligations under this Agreement, its presence on the Parking Lot, Property and Premises and its exercise of its rights and obligations under this Agreement.

4.2 Licensee will comply with and observe the following rules (collectively, “Rules”): (a) only Licensee’s owned or leased police patrol motor vehicles used in the course of Licensee’s business are permitted to be parked in the Premises, and any industrial length vehicles, semi-trucks or the like are prohibited; (b) Licensee is prohibited from undertaking the following actions or uses upon the Parking Lot, Property or Premises: (i) conducting vehicle repairs (unless an emergency); (ii) washing vehicles; (iii) servicing vehicles; (iv) storing, maintaining or otherwise introducing any hazardous substances or materials, whether inside or outside of any motor vehicle; (v) storing, maintaining or otherwise introducing any combustible or inflammable substances or any material or substance prohibited by regulation, ordinance or law, whether inside or outside of a motor vehicle (other than gasoline in the fuel tank of a motor vehicle); and (vi) parking more than one motor vehicle of any kind in a parking space; (c) Licensee will not use the Premises for any unlawful purpose; (d) Licensee will not store any trash, rubbish or garbage on the Premises; and (e) Licensee will not permit offensive odors, noises or other undesirable effects to emanate from the Premises.

4.3 Licensee will have access to the Premises 24 hours per day, 7 days per week. Licensor does not furnish, will not furnish and is under no obligation to furnish any security services or equipment whatsoever in, on or around the Property, Parking Lot or Premises, including security guards, lighting or alarms. Licensee is solely responsible for the safety, care, and protection of any such vehicles, and any property stored in or on such vehicles.

4.4 Licensee will indemnify, hold harmless and defend Licensor, Licensor’s parent, subsidiaries and affiliates and their respective directors, officers, employees and agents (Licensor and the foregoing, each a “Licensor Indemnitee”) from and against any and all claims, suits, liens, actions, damages, penalties, assessments, fines, losses, liabilities, costs, expenses, fees (including reasonable attorneys’ fees through appeal) (collectively, “Damages”), for a claim against a Licensor Indemnitee arising from or related to Licensee’s failure to comply with any of Applicable Laws, Rules and Access and Security Requirements. Licensee’s obligations under this Section 4.4 will survive the expiration or termination of this Agreement.

5. **Custody.** Licensor will not be deemed to have or to have created a bailment of, custody of, care of or control over any motor vehicles in the Premises, or of and over any property located in or on those vehicles, and Licensor will not be deemed to have or to have created temporary or permanent dominion or control over any such vehicles or property.

6. **Disclaimer of Warranties.** Licensee acknowledges that Licensor or anyone on Licensor’s behalf has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties or any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to: (a) the value, nature, quality, physical or other condition of the Premises, Property and Parking Lot; (b) the suitability of the Premises, Property and Parking Lot for any activities and uses which Licensee may or plans to conduct on the Premises, Property and Parking Lot; (c) the compliance of or by the Premises, Property, Parking Lot or their operation with any laws, rules, ordinances, orders, decisions or regulations or any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Premises, Property and Parking Lot; (e) the manner or quality of the construction or materials incorporated into the Premises, Property and Parking Lot; (f) the manner, quality, state or repair or lack of repair of the Premises, Property and Parking Lot; and (g) any other matter with respect to the Premises, Property and Parking Lot, and specifically, that Licensor has not made, does not make and specifically disclaims any representations regarding compliance with any environmental, protection, pollution, land use, zoning, development or impact laws, rules, regulations, orders, decisions or requirements.

7. **Release, Indemnification, Duty to Defend and Hold Harmless.** Licensor will not be liable to Licensee for, and Licensee releases Licensor from, any and all Damages in connection with, incidental to, arising from or out of Licensee's exercise of the rights granted to it under this Agreement and Licensee's use and occupancy of the Parking Lot, Property and Premises, and incidental to, arising from or out of any occurrence on or about the Premises, Property and Parking Lot, except to the extent caused by the sole gross negligence or sole intentional misconduct of Licensor. In addition to any other indemnification, duty to defend and hold harmless obligations of Licensee stated elsewhere in this Agreement, Licensee will indemnify, defend and hold harmless each Licensor Indemnitee from all Damages in connection with, incidental to, arising from or out of Licensee's exercise of the rights granted to it under this Agreement and Licensee's use and occupancy of the Property, Parking Lot and Premises, and incidental to, arising from or out of any occurrence on or about the Premises and Property, except to the extent Damages are a result of the sole gross negligence or sole intentional misconduct of Licensor. Licensee's release and other obligations under this Section 7 will survive the expiration or termination of this Agreement.

8. **Insurance.** Throughout the Term, Licensee must obtain and maintain insurance with financially reputable insurers that are licensed to do business in the State of North Carolina in the following types and amounts of coverage: (a) workers' compensation as provided for under any workers' compensation or similar law; and (b) General Liability with respect to the Premises and Property with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) Umbrella Excess Liability with a limit of not less than \$4,000,000 per occurrence and \$4,000,000 aggregate and (d) Commercial Automobile with a limit of not less than \$1,000,000, naming Licensor as additional insured. Licensee will furnish to Licensor within 30 days of Licensor's request a certificate of insurance evidencing the insurance coverage required of Licensee under this Section 8.

9. **Default and Remedies.** The failure of a party to perform any of its obligations under this Agreement that continues for a period of 15 days following the non-performing party's receipt of notice of non-performance from the other party will constitute a default. However, if the non-performance cannot reasonably be cured within the 15 day period, it will not be a default under this Agreement if the non-performing party commences action to cure the non-performance within the 15 day period and proceeds with due diligence to fully cure the non-performance, but in no event will the non-performing party have more than 45 days from its receipt of notice of non-performance to fully cure the non-performance. In the event of a default, the non-defaulting party may resort to termination of this Agreement, as well as any other remedies to which it is entitled under this Agreement, at law or in equity. All remedies to which a party is entitled are cumulative and are not exclusive of other remedies to which a party may be entitled. Use of one or more remedies does not bar the use of any other remedy.

10. **Sublicense and Assignment.**

10.1 Licensee will neither voluntarily, involuntarily or by operation of law assign all or part of this Agreement, nor grant any sublicense regarding the Premises, without the prior consent of Licensor in each instance, which consent will be in Licensor's sole discretion.

10.2 In the event Licensor sells or conveys the Premises: (a) Licensor may assign this Agreement to its successor; (b) Licensor will be released from any obligations and liability under this Agreement arising after such assignment; and (c) Licensee will look solely to Licensor's successor after such assignment for satisfaction of Licensor's obligations and liability under this Agreement.

11. **Maintenance.**

During the Term, Licensor will have no maintenance responsibilities whatsoever for the Premises. Licensee will be solely responsible at its own cost and expense for the repairing and maintaining (including replacing as necessary) the Premises and any improvements on the Premises in a proper and reasonably safe condition, including conducting snow removal, sweeping, asphaltting, paving and striping. In the event Licensee fails to perform its maintenance obligations under this Section 11 within 3 days of Licensee's receipt of a request to perform from Licensor, Licensor may perform these obligations itself, and Licensee will reimburse Licensor

within 30 days of its receipt of an invoice (with supporting documentation) for all reasonable, actual and documented costs and expenses incurred by Licensor in fulfilling such obligations.

12. **Notice.**

12.1 Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, "Notice") is required or permitted under this Agreement, the same must be in writing. Notice must be delivered in person, by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the following addresses:

If Notice to Licensee:

CenturyLink
931 14th Street, Suite 103
Denver, CO 80202
Attn: Vice-President of Real Estate
Fax: 720-578-3850

With a copy at the same time and in the same manner to:

Cushman Wakefield
8390 East Crescent Parkway, Suite 450
Greenwood Village, CO 80111
Attn: CenturyLink Lease Administration - E2249L
Toll Free Fax: 866-488-1965

With a copy of any notice of default only at the same time and in the same manner (which alone will not constitute notice to Licensee) to:

CenturyLink Law Department
600 New Century Parkway, Floor 1 D
New Century, KS 66031
Attn: Vice-President – Commercial Law

If Notice to Licensor:

City of Greenville
P.O. Box 7207
Greenville, NC 27858
Attn: City Manager
Fax: 252-329-4435

With a copy at the same time and in the same manner to:

Scott P. M. Godefroy, P.E., City Engineer
City of Greenville, NC
Public Works Department
(252) 329-4525
sgodefroy@greenvillenc.gov

12.2 If Notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery. Notice will be deemed effective on the date shown on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service.

Rejection or refusal to accept or the inability to deliver because of a changed address for which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in Section 12.1 by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 12.1.

13. **Waiver of Jury Trial.** The parties irrevocably and unconditionally waive their right to a jury trial in any court action arising among the parties under this Agreement, whether made by claim, counter-claim, third party claim or otherwise. This waiver of jury trial is binding on the parties and their respective successors and assigns, and will survive the expiration or termination of this Agreement.

14. **Miscellaneous.** (a) This Agreement contains all of the promises, agreements, conditions and understandings between the parties concerning the subject matter of this Agreement, and there are no oral agreements or understandings between the parties affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties with respect to the subject matter of this Agreement; (b) no amendment, change or addition to this Agreement will be binding upon the parties unless it is in writing and signed by the parties; (c) the waiver by a party of any breach of any term, agreement or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, agreement or condition. No agreement, term or condition of this Agreement will be deemed to have been waived unless the waiver is in writing signed by the party charged with the waiver; (d) no payment by Licensee or receipt of payment by Licensor of payment of a lesser amount than the Monthly License Fee will be deemed to be other than on account, and no endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction; and (e) if any term, covenant, agreement or condition of this Agreement or the application of the same to any person or circumstance is to any extent held invalid or unenforceable, the remainder of this Agreement or the application of that term, covenant, agreement or condition to any person or circumstance other than those as to which it is held invalid or unenforceable will not be affected, and each such unaffected term, covenant, agreement or condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

16. **Counterparts.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature.

"LICENSOR"

Carolina Telephone and Telegraph Company LLC

By: Ken K. Barker
Ken K. Barker, Director – Real Estate
Transactions and Analysis

Signature Date: 1/31/17

"LICENSEE"

City of Greenville, NC

By: _____

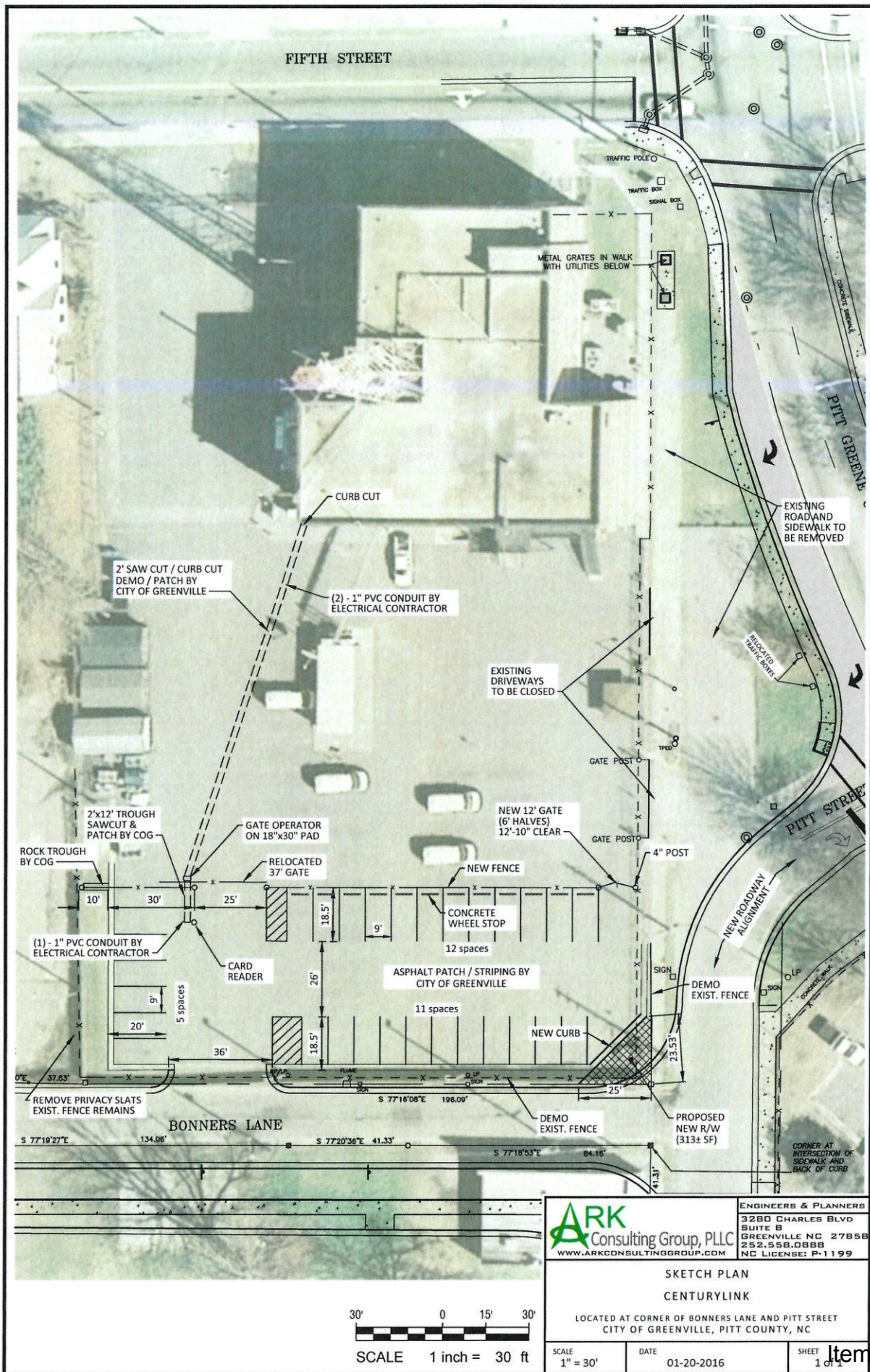
Name: _____

Title: _____

Signature Date: _____

EXHIBIT A

PREMISES



		ENGINEERS & PLANNERS 3280 CHARLES BLVD SUITE B GREENVILLE NC 27858 252.558.0888 NC LICENSE: P-1199
SKETCH PLAN CENTURYLINK		
LOCATED AT CORNER OF BONNERS LANE AND PITT STREET CITY OF GREENVILLE, PITT COUNTY, NC		
SCALE 1" = 30'	DATE 01-20-2016	SHEET 1 OF 1



D:\Projects\Active Projects\Greenville\15012 - Greenville Transportation Activity Center\0 - Drawings\02 - Working Drawings\C1AC - CenturyLink - 2016-01-20.dwg, Exhibit, Scott, Fri Apr 22, 2016 at 8:30am

EXHIBIT B

**SCOPE OF WORK
FOR PROJECT**

**401 W 5th St. Greenville, NC - Request for Police Parking
Russell Simmons 3/31/16**

SITE INFORMATION:

SITE NAME: GREENVILLE NC MARTIN LUTHER KING CO/OFC
CLLI: GNVLNCXA75F
401 W 5th Street
GREENVILLE, NC TX 76401
E22497L, T8616333, REE2249L

SITE CONTACTS:

Tommy Rogers
MGR REGION OPERATIONS II
OFC: 910-577-9333
EMAIL: Tommy.Rogers@centurylink.com

John Edmondson
Facility Manager
OFC: 252-824-0109
CELL: 252-883-7244
EMAIL: John.Edmondson@centurylink.com

Dan Chason
Senior Security Rep
CenturyLink Corporate Security
100 CenturyLink Drive
Monroe, Louisiana 71203
Mailstop: 1SE421
OFC: 318-362-1738
CELL: 318-372-6645

Real Estate Project Manager

Russell C. Simmons
Lead Project Manager
3625 Brookside Parkway Suite 400
Alpharetta, GA 30022
913-210-8032 Office
913-226-8401 Mobile
EMAIL: Russell.C.Simmons@centurylink.com

GREENVILLE, NC CITY ENGINEER:

Scott P. M. Godefroy, P.E., City Engineer
City of Greenville, NC
Public Works Department
(252) 329-4525
sgodefroy@greenvillenc.gov

PROJECT SUMMARY:

With planned residential/commercial development taking the entire Police/Fire Rescue parking lot (bordered by S. Pitt, Pitt-Greene Connector and Dickinson Ave), the Police department has asked The City of Greenville, NC Public Works Department to see if there are any locations closer to their building where police cruisers could park during the course of their shift change. The Greenville, NC Public Works Department will be constructing a parking lot at the end of Bonner's lane, between Atlantic Avenue and CSX Railroad for P/FR employee parking and more long term parking for specialized vehicles. The immediate need is for short term parking for police cruisers. CenturyLink (CL) is being requested to lease a portion of our existing parking lot to the City for this expressed purpose. This Scope of Work and attached plan, which has been revised from the original plan provided by the Public works Dept., is to document CL's desired changes to make the lease of the parking lot optimal for both CenturyLink and the Greenville City Police Department. This includes the needed chamfer right-of-way and relocation of our **automated** gate. This SOW includes moving our entire fence and gate to the north to leave sufficient parking for Police needs. The location of the secure gate will still be the same, just located further to the north. The purpose of this SOW is to specify the needed changes to the parking lot to provide a new parking lot for the police cars including but not limited to, moving the exiting gates, vehicle access (ingress and egress), gate controls, lighting, lot maintenance, and security. The City will be solely responsible for all costs and expenses incurred due to the reconfiguration of CL's equipment, if any.

CenturyLink facility, 401 W 5th Street –

Please provide in your SOW response for City:

1. Final drawing depicting parking lot fencing, all markings, access, lighting location and detail, controls, electrical runs/conduit and signage.
 - **City: See attached plan.**
2. Subcontractors who will be performing site improvements and site supervisor contact information
 - **City: We will be providing an on-site supervisor during the construction of various components of work; our Street Division will be installing the new driveway apron on Bonners Lane as well as closing the two existing drives on South Pitt Street; Our Traffic Division will be stripping the parking lot and installing signage; Segars Fence company will be making the fencing modifications and J&W Electrical will be providing the electrical connection for the relocated automated gate.**
3. CL approved schedule for work start and completion with date and times for work
 - **City: We will provide a schedule for the work once we have a lease has been executed.**
4. Commitment that required tasks will be completed so that CL business access is not impeded or impaired
 - **City: We are certainly committed to make the modifications as soon as our final plan and scope is approved by CenturyLink.**
5. Estimated Construction Interval and Cost
 - **City: We estimate that the cost to complete the scope of work as proposed to be between \$25,000 and \$30,000.**

Design and General Contractor Requirements:

1. Any and all questions regarding this project shall be directed through the CenturyLink Project Manager
 - **City: AGREED**
2. General Contractor to complete this project on or before the completion date as mutually agreed upon by the CenturyLink Project Manager and General Contractor.
 - **City: AGREED**
3. Changes or submittals shall be provided in electronic form to CL for approval by the General Contractor in advance of any changes being made.
 - **City: AGREED**
4. Any and all permits, site plans and inspections required will be the responsibility of the General Contractor performing the work.
 - **City: AGREED**
5. Prior to construction start the GC will contact the CenturyLink Facility Manager to coordinate dates and times for the project. Throughout the duration of the project the General Contractor will be available to answer any questions.
 - **City: AGREED**
6. Authorized CenturyLink representatives shall be present for a final walkthrough prior to project completion
 - **City: AGREED**
7. Deliverables due but not limited to at completion of project:
 - As-built, or red-line drawings
 - Digital photos of work in progress
 - Digital photos of installed equipment, all work areas
 - Digital photos of removed equipment
 - Operation documentation as provided by equipment vendor
 - All drawings, photos, etc. become and remain CenturyLink's property
 - **City: AGREED**

SCOPE OF WORK:

Project to include (but not limited to):

1. Existing driveways to be closed. Gate locks and keys will be provided by CL Facility Manager.
 - **City: AGREED**
2. All changes to the site that are not specific to the parking lot but that are caused by the Residential and Commercial Development will be documented and concurred upon in a separate agreement.

- **City: AGREED** – (assuming this is right-of-way chamfer?)
3. Per note 1 - Provide new fencing the width of the lot at same height and consistence with existing fencing
 - **City: AGREED**
 4. Per note 2 - Provide new gate with CL specified automated closure tied to CL Security Card Reader System and security equipment
 - **City: We proposed to move the existing automatic gate as it was noted by John Edmonson that it was operational but had been disconnected and relocate existing external camera for the gate movement.**
 5. Per note 3 - Provide adequate overhead lighting at card access panel.
 - **City: Assumption is that existing lighting to remain along Bonners Lane will provide sufficient lighting.**
 6. Per note 4 - Fill all pot holes, resurface, seal and stripe entire proposed police lot
 - **City: The existing parking lot appears in good shape and has no potholes. There is some minor cracking that we could provide some crack sealing of if that would be acceptable; we did not intend to resurface the parking lot as it really is not needed. Should it need resurfacing or sealing in the future, we will commit to insure it is maintained in good repair. The intension is to strip the spaces on the existing asphalt.**
 7. Per note 5 - Refurbish or replace concrete curbing as/if needed
 - **City: Yes, we will be installing a new driveway apron between the edge of pavement on Bonners Lane and the edge of pavement in the parking lot; we will also extend the curb and gutter at one of the entrances to be closed and extend the existing asphalt curb on the second driveway to be closed.**

Site specific questions can be directed to John Edmondson and or Tommy Rogers, all project related question to me.

Appreciatively,
Russell C. Simmons
CenturyLink Real Estate
Lead Project Manager
3625 Brookside Parkway
Suite 400
Alpharetta, GA 30022
913-210-8032 Office
913-226-8401 Mobile



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Resolution approving a lease agreement with U.S. Bank Equipment Finance for cardiovascular exercise equipment for the Greenville Aquatics and Fitness Center

Explanation: **Abstract:** The current lease agreement for the exercise equipment at the Greenville Aquatics and Fitness Center will expire in March. The new 36-month lease agreement will replace the current agreement.

Explanation: The lease agreement with US Bank Equipment Finance is for cardiovascular equipment located at the Greenville Aquatics and Fitness Center. Leasing the exercise equipment is more cost efficient than purchasing and ensures quality service to current and future members. The lease covers 22 pieces of equipment including treadmills, stair steppers, various stationary bikes and more, and includes a warranty for the entire term. A complete list of equipment appears on page 3 of the lease. Equipment leasing has been the practice at the Greenville Aquatics and Fitness Center for the last 15 years.

A full lease including pricing for each piece of equipment and insurance information is included as an attachment.

Fiscal Note: Three (3) year lease for 22 pieces of cardiovascular equipment: \$2,045.90/month for 36 months. Funds for the equipment lease are in this year's budget.

Recommendation: Adopt the resolution approving the lease agreement with US Bank Equipment Finance for the cardiovascular equipment at the Greenville Aquatics and Fitness Center.

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

Attachments / click to download

-  [GAFC Equipment Lease Insurance Information](#)
 -  [US Bank Cardio Equipment Lease for GAFC](#)
 -  [Resolution_for_GAFC_Equipment_Lease__01.25.2017_1044608](#)
-

RESOLUTION - 17
RESOLUTION APPROVING A LEASE AGREEMENT FOR EXERCISE EQUIPMENT
LOCATED AT THE GREENVILLE AQUATICS AND FITNESS CENTER

WHEREAS, the City of Greenville Recreation and Parks Department has determined that it is beneficial to acquire exercise equipment to be located at the Greenville Aquatics and Fitness Center by a Lease Agreement for a thirty-six (36) month period; and

WHEREAS, North Carolina General Statute 160A-19 authorizes the City of Greenville to lease as lessee exercise equipment which will be located at the Greenville Aquatics and Fitness Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with U.S. Bank Equipment Finance, a division of U.S. Bank National Association, for exercise equipment to be located at the Greenville Aquatics and Fitness Center, for a term of thirty-six (36) months.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that it does hereby approve and authorize the execution by the City Manager of the Lease Agreement with U.S. Bank Equipment Finance, a division of U.S. Bank National Association, and the execution of the documents associated with said Lease Agreement by the City Manager and other officials of the City of Greenville.

This the 6th day of February, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

239650



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/13/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Commercial Lines - (919) 676-8834 Wells Fargo Insurance Services USA, Inc. 8540 Colonnade Center Drive, Suite 111 Raleigh, NC 27615		PHONE (A/C, No, Ext): 919-676-8834	COMPANY AGCS Marine Insurance Company	
FAX (A/C, No): 866-506-0509	E-MAIL ADDRESS: rhonda.newton@wellsfargo.com		22837	
AGENCY CODE:	SUB CODE:		LOAN NUMBER	
AGENCY CUSTOMER ID #:		POLICY NUMBER MXI93044831		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
INSURED City of Greenville PO Box 7207 Greenville, NC 27835		EFFECTIVE DATE 10/1/2016	EXPIRATION DATE 10/1/2017	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Various

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Miscellaneous Equipment Limit \$10,000 deductible for items \$25,000 in value or under; \$25,000 deductible for items over \$25,000 in value	\$66,000	

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Allstate Capital and/or its Assigns 1540 Channel Parkway Marshall, Minnesota 56258	MORTGAGEE	ADDITIONAL INSURED
	X LOSS PAYEE	Customer #401453
LOAN #		
AUTHORIZED REPRESENTATIVE 		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (919) 676-8834 Wells Fargo Insurance Services USA, Inc. 8540 Colonnade Center Drive, Suite 111 Raleigh, NC 27615	CONTACT NAME: Rhonda Newton	
	PHONE (A/C, No, Ext): 919-334-2608	FAX (A/C, No): 877-506-0509
E-MAIL ADDRESS: rhonda.newton@wellsfargo.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company		25658
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 11331242 **REVISION NUMBER:** See below


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZLP-15R02469	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured as it relates to General Liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER **CANCELLATION**

Allstate Capital and/or its Assigns 1450 Channel Parkway Marshall, Minnesota 56258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



9x

EQUIPMENT FINANCE

January 18, 2017

CITY OF GREENVILLE
921 STATON RD
GREENVILLE, NC 27834

RE: Agreement # 2195580

Dear Valued Customer,

Thank you for selecting U.S. Bank Equipment Finance, a division of U.S. Bank National Association for your financing needs. Enclosed are the documents needed to complete the transaction.

Please complete the steps below.

- Sign and date the Agreement, all pages, where indicated.
- Fax a copy of all documents (front and back) to Michael Doeden's attention at (800) 334-2510.
- Sign and return all **original (ink signed)** documents to us in an envelope, using the pre-paid UPS air bill enclosed. (Contact 1-800-PICK UPS for the nearest drop box, UPS location or to schedule a pick-up.)
- For your convenience, we have provided a Request for Certificate of Insurance form for you to provide to your insurance agent. Within thirty (30) days of the start of the Agreement, please provide proof of property and liability insurance. Please list U.S. Bank Equipment Finance and its assigns as lender's loss payee and additional insured.

Please fax certificates to (800) 334-2510 or mail to: U.S. Bank Equipment Finance
Attn: Insurance
1310 Madrid Street
Marshall, MN 56258

Thank you for the opportunity to assist you with your financing needs. If you have any questions or concerns, please feel free to contact Michael Doeden at (612) 492-2626.

Sincerely,

U.S. Bank Equipment Finance

2 Meridian Crossing
Richfield, MN 55423



EQUIPMENT FINANCE

State & Local Government
Lease Agreement

AGREEMENT NO.

2195580

Send Account Inquiries to: 1310 Madrid Street • Marshall, MN 56258
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY OF GREENVILLE DBA GREENVILLE AQUATICS & FITNESS CENTER			921 STATON RD	
CITY	STATE	ZIP	PHONE	FAX
GREENVILLE	NC	27834	252-329-4041	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			E-MAIL	
SAME AS ABOVE				
BILLING STREET ADDRESS (IF DIFFERENT FROM CUSTOMER ADDRESS ABOVE)			CITY	STATE
SAME AS ABOVE				ZIP

EQUIPMENT

SERIAL NO.

SEE SCHEDULE A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENTS & TERMS

Advance Payment: \$ 0.00
(plus applicable taxes)

36 Payments of \$ 2045.90
(plus applicable taxes)

If no Advance Payment is required, the first Payment is due 30 days after the Agreement start date.

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options, which you may exercise at the end of the original term, provided that no event of default, non-appropriation or nonrenewal under the Agreement, as applicable, has occurred and is continuing. If no box is checked, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

- 1) Purchase all but not less than all of the Equipment for its Fair Market Value, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 5.
- Purchase all but not less than all of the Equipment for \$1.00.

1. AGREEMENT: For essential governmental purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order, invoice, request for proposal, response, proposal or other document. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Unless otherwise stated in an addendum hereto, this Agreement will renew on a month-to-month basis unless you send us written notice at least 30 days before the end of the scheduled term that you want to purchase or return the Equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. REPRESENTATIONS AND WARRANTIES: CUSTOMER: You hereby represent and warrant that: (a) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used only for your essential governmental or proprietary functions consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF GREENVILLE

X
SIGNATURE

TITLE

CUSTOMER (AS REFERENCED ABOVE)

FEDERAL TAX IDENTIFICATION NUMBER

PRINT NAME

DATED

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

AG517 REV 03/16

3. **RENT, TAXES AND FEES:** Subject to paragraph 4, you will pay the Payments (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (a) by up to 10% to accommodate changes in the actual Equipment cost; (b) if the shipping charges or taxes differ from the estimate given to you; and (c) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee in the amount of \$159.00 to cover us for all closing costs. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

4. **NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

5. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (a) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (b) free and clear of all liens and claims other than liens and claims under this Agreement; and (c) only at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail resaleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a UCC financing statement.

6. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original Equipment cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve or terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any enforcement of our rights under this Agreement after a default by you, you agree to pay our costs and expenses, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

9. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof, including the appropriation of funds to pay amounts due under this Agreement. This may include compiled, reviewed or audited annual financial statements within 120 days after your fiscal year end, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

10. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. Any provision in this Agreement requiring you to pay amounts due under this Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew this Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

11. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

12. **LAW, JURY WAIVER:** Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.



SCHEDULE "A"

EQUIPMENT FINANCE

APPLICATION #

AGREEMENT #

2195580

This Schedule "A" is to be attached to and become part of Agreement # 2195580 dated _____ by and between the undersigned as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") as Lessor/Secured Party.

SUPPLIER - EQUIPMENT DESCRIPTION MODEL NO. SERIAL NO.

SUPPLIER: BRUNSWICK CORPORATION
9525 BRYN MAWR AVE
ROSEMONT, IL 60018

- 2- INTEGRITY CROSS TRAINER DOMESTIC
- 2- INTEGRITY RECUMBENT BIKE DOMESTIC
- 1- INTEGRITY STAIRCLIMBER DOMESTIC
- 6- INTEGRITY TREADMILL DOMESTIC
- 1- INTEGRITY UPRIGHT BIKE DOMESTIC
- 2- FLEXSTRIDER EXPLORE
- 2- ROW GX-STANDARD/ROW GX-BASE/ROW GX-RAIL
- 1- STEPONE RECUMBENT STEPPER PREM SEAT COOL GRAY
- 1- PRO1000 UBE PREM SEAT ADJ CRANKS COOL GRAY

SUPPLIER: CYBEX INTERNATIONAL INC
10 TROTTER DR
MEDWAY, MA 02053

- 2- 625AT TOTAL BODY ARC TRAINER
- 2- 3YR PTS/LABOR WRNTY EXTEN, INCL EMBED MONITOR

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who agrees to the terms hereof.

CITY OF GREENVILLE

X

DATED CUSTOMER

SIGNATURE

TITLE

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED
SCHA REV10/11

Item # 11



DELIVERY & ACCEPTANCE CERTIFICATE

EQUIPMENT FINANCE

AGREEMENT #
2195580

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor/Secured Party and the undersigned as Customer. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditionally accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon you signing below, your promises in the Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment and/or Financed Items from the below-referenced Supplier and you may contact the Supplier for any warranty rights, which, if the Agreement is a lease, we transfer to you for the term of the Agreement (or until you default).

Supplier:	Equipment and/or Financed Items Description
BRUNSWICK CORPORATION	See Schedule A
CYBEX INTERNATIONAL INC	See Schedule A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CITY OF GREENVILLE

Customer

X

Signature

Title

Acceptance Date

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

MAINTENANCE, USE & RETURN ADDENDUM (MEDICAL EQUIPMENT)

AGREEMENT #
2195580

Addendum to Agreement # 2195580, dated _____, between CITY OF GREENVILLE, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

MAINTENANCE, USE, AND RETURN PROVISIONS. Customer shall, at its sole cost and expense, enter into and maintain in force the best standard full service maintenance agreement offered by either the equipment manufacturer/licensor or an authorized original equipment manufacturer/licensor maintenance organization or such other maintenance organization authorized by the original equipment manufacturer/licensor as is approved by Lessor (hereinafter called "Maintenance Provider"), during the full term of the Agreement and any extension thereof. Customer shall furnish a copy of such maintenance agreement and all supplements thereto to Lessor upon request. The installation facilities shall be as specified in the manufacturer's installation manual and shall include protective environments or devices for power surges or other risks of damage as recommended therein. Customer shall maintain the Equipment at all times in compliance with all industry-standard tests then being performed for quality control.

Upon surrender of the Equipment in accordance with the Agreement, Customer shall forthwith have the Equipment (1) inspected and a report prepared; and (2) de-installed, disassembled and properly prepared for shipment by the Maintenance Provider. The disassembly will be in accordance with the original manufacturer's recommendations, including proper blueprinting, mapping, tagging and labeling of each individual part, including cables, electrical apparatus and wires. The Equipment will be properly cleaned and all process fluids and/or any hazardous materials will be removed from the Equipment and disposed of in accordance with the then current local, state and federal waste disposal laws and regulations. Lessor shall be held harmless for damages to the disassembly site. The Equipment will be returned freight pre-paid and unencumbered to Lessor, at such place in the continental United States as designated by the Lessor, all needed repairs completed with all manuals, maintenance records, log books, plans, drawings and schematics, inspection and overhaul records, operating requirements or other materials pertinent to the Equipment's operation, maintenance, assembly and disassembly. The Equipment shall qualify for any applicable licenses or permits necessary for its operation for its intended purpose and shall comply with all local, state and federal laws and regulations, including but not limited to those of the Federal Bureau of Radiation Health and the Food and Drug Administration. If the Equipment has been maintained by a maintenance organization other than the original Equipment manufacturer/licensor, Customer, at its expense, will obtain certification from the original Equipment manufacturer/licensor certifying that the Equipment will be eligible for the manufacturer's standard maintenance contract at the manufacturer's standard rates. Upon surrender of the Equipment, Customer shall transfer to Lessor all licensing and user rights and privileges of operating any application software. Any and all re-licensing fees shall be paid by Customer.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

CITY OF GREENVILLE

Lessor

Customer

Signature



Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

**LESSEE'S GENERAL AND
INCUMBENCY CERTIFICATE**

AGREEMENT #
2195580

GENERAL CERTIFICATE

Re: Lease Agreement # 2195580, between CITY OF GREENVILLE, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

CITY OF GREENVILLE

X

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Lease Agreement # 2195580, between CITY OF GREENVILLE, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above) as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

X	NAME OF PERSON SIGNING AGREEMENT	X	TITLE OF PERSON SIGNING AGREEMENT	X	SIGNATURE OF PERSON SIGNING AGREEMENT

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



**REQUEST FOR CERTIFICATES OF INSURANCE
(LIABILITY & PROPERTY COVERAGE)**

EQUIPMENT FINANCE

**AGREEMENT #
2195580**

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	SEE SCHEDULE A
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	

Insurable Value:

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Liability Coverage:** Customer must carry **COMMERCIAL GENERAL LIABILITY** insurance in the amount of no less than \$500,000. Creditor AND/OR ITS ASSIGNS shall be listed as ADDITIONAL INSURED on such policy.
- Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor AND/OR ITS ASSIGNS shall be listed as LENDER'S LOSS PAYEE on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:

U.S. Bank Equipment Finance **AND/OR ITS ASSIGNS**
1310 Madrid Street
Marshall, MN 56258
- Please fax a copy of the above-referenced Certificates of Insurance to 866-405-8329, referencing Agreement #2195580 on the fax cover sheet, as soon as possible.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

CITY OF GREENVILLE

Customer _____

X
Signature _____

Title _____ Date _____

*Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.



**PRE-AUDIT CERTIFICATION ADDENDUM
(NORTH CAROLINA)**

EQUIPMENT FINANCE

**AGREEMENT #
2195580**

Addendum to Agreement # 2195580, dated _____, between CITY OF GREENVILLE, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language to page 1 of the Agreement:

You represent, warrant and covenant for our benefit that you have reviewed this Agreement with legal counsel regarding the need to obtain approval of the Local Government Commission, and if determined that such approval is needed, have so obtained such approval. If such approval is not needed, a finance officer for you hereby certifies that this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act or the School Budget and Fiscal Control Act, whichever is applicable.

By signing this Addendum, Customer acknowledges the above changes to page 1 of the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized finance officer as of the date above.

CITY OF GREENVILLE

Customer

X

Signature

Name

Title

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

**SALES TAX EXEMPTION
CERTIFICATE REQUEST
AGREEMENT #**

2195580

**** IF APPLICABLE ****

PLEASE ATTACH YOUR SALES TAX
EXEMPTION CERTIFICATE ALONG
WITH THE SIGNED DOCUMENTS.



City of Greenville, North Carolina

Meeting Date: 2/6/2017
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
Daniels, Toliver	Registered Property Tax	\$278.07
Elder, James O.	Registered Property Tax	536.47
Selby, Percival	Registered Property Tax	194.52
Westbrook, James F. Jr.	Registered Property Tax	174.34

Fiscal Note: The total to be refunded is \$1,183.40.

Recommendation: Approval of tax refunds by City Council

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Reports 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 bids and contracts were awarded during the months of December 2016 and January 2017.

<u>Date Awarded</u>	<u>Description</u>	<u>Vendor P.O. Number</u>	<u>Amount</u>	<u>MWBE Vendor Yes/No?</u>	<u>Does Local Preference Apply?</u>
1/24/2017	22 Panasonic Toughbooks for Police Patrol Cars	Wireless Communications 17000257	\$68,494.80	No	No

A total of three vendors submitted bids for the Toughbooks. Wireless Communications was the lowest bid.

Fiscal Note: Funding for the bids and contracts awarded are included in the City of Greenville's 2016-2017 budget ordinance.

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

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

Attachments / click to download

 [Request for Quotes - Panasonic Toughbooks](#)



Request for Verbal/Written Quotations

City of Greenville
Financial Services/Purchasing
P.O. Box 7207
201 West Fifth Street
Greenville, NC 27835
Telephone: 252-329-4664
Fax: 252-329-4464

Requestor	Vendor 1	Vendor 2	Vendor 3
	Local <input checked="" type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input checked="" type="checkbox"/>
Department: IT Department	Wireless Communications	CDWG	GovDirect
Requestor: Chris Ward			
Date: 1-23-17			

No.	Description	Quantity	Unit of Measure	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Panasonic CF-19ZE0017M	22		2,753.94	60,586.68	2,758.00	60,676.00	2,796.08	61,513.76
2	Emissive Backlit Keyboard for CF-19ZE0017M	22		241.87	5,321.14	240.08	5,281.76	230.60	5,073.20
3	Panasonic 4GB RAM for Panasonic Cf-19	22		98.06	2,157.32	96.43	2,121.46	92.60	2,037.20
4	Panasonic Integrate Panasonic Backlit KB	22		19.53	429.66	22.34	491.48	16.12	354.64
5	Shipping and Handling	22		0.00	0.00	0.00	0.00	0.00	0.00

Subtotal	68,494.80	68,570.70	68,978.80
Tax	4,794.64	4,799.94	
Total	73,289.44	73,370.64	

Note: All pricing shall include all discounts and freight. Additionally, all pricing should be FOB Destination to the City of Greenville. A copy of this Request for Verbal Quotes Form shall be forwarded to the Purchasing Division as an attachment to the purchase order requisition and will be filed with applicable purchase order for proper documentation of award and compliance with all City policies and procedures.



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Budget ordinance amendment #6 to the 2016-2017 City of Greenville budget (Ordinance #16-036)

Explanation: **Abstract:** This budget amendment is for the City Council to review and approve proposed changes to the adopted 2016-2017 budget.

Explanation: Attached for consideration at the February 6, 2017 City Council meeting is an ordinance amending the 2016-2017 City of Greenville budget (Ordinance #16-036).

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

Item	Justification	Funds Amended	Net Adjustment
A	During FY 2012-13, an appropriation of \$250,000 was made to One Source Communications as a pass-through grant for funds received from the N.C. Department of Commerce (NCDOC). The grant award was based on the estimated number of new jobs to be created. The actual number of new jobs created was less than estimated, requiring a reimbursement to NCDOC. One Source has paid \$45,000 to the City, and the City will return these funds to NCDOC.	-General Fund	\$45,000
B	At the November 7, 2016 City Council meeting, the Council approved a fund balance appropriation within the General Fund to cover the cost of five (5) new patrol cars. This budget amendment appropriates the money and allows the	-General Fund	\$197,500

Police Department to move forward on the purchase of the vehicles.		
--	--	--

Fiscal Note:

The budget ordinance amendment affects the following funds:

Fund Name	2016-17 Budget per Amend 5	Amend 6	2016-17 Budget per Amend 6
General	\$84,889,404	\$242,500	\$85,131,904
Debt Service	\$5,505,438	-	\$5,505,438
Stormwater Utility	\$6,544,434	-	\$6,544,434
Facility Improvement	\$2,326,152	-	\$2,326,152
Vehicle Replacement	\$5,303,743	-	\$5,303,743
Special Revenue Grant	\$5,172,798	-	\$5,172,798
Public Works Capital Projects	\$34,447,251	-	\$34,447,251
Transportation	\$2,634,012	-	\$2,634,012
Health	\$12,885,572	-	\$12,885,572
Rec & Parks Capital Projects	\$5,673,348	-	\$5,673,348
Capital Reserve	\$2,083,419	-	\$2,083,419
Fleet Maintenance	\$4,240,378	-	\$4,240,378
Sanitation	\$7,647,951	-	\$7,647,951
CD – Housing	\$1,417,781	-	\$1,417,781
Sheppard Memorial Library	\$2,511,039	-	\$2,511,039
FEMA – Hurricane Matthew Project Fund	\$2,000,000	-	\$2,000,000

Recommendation:

Approve budget ordinance amendment #6 to the 2016-2017 City of Greenville budget (Ordinance #16-036).

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

Attachments / click to download

[BUD_AMEND_6_1044480](#)

[BUD_AMEND_6_FUND_BAL_1044582](#)

[BUD_AMEND_6_CONTINGENCY_1044583](#)

ORDINANCE NO. 17-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#6) Amending the 2016-2017 City of Greenville Budget (Ordinance #16-036)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #16-036 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2016-17 Budget per Amend 5	Budget Amendment 6			2016-17 Budget per Amend 6
		A.	B.	Amend 6	
ESTIMATED REVENUES					
Property Tax	\$ 32,444,935	\$ -	\$ -	\$ -	\$ 32,444,935
Sales Tax	17,831,023	-	-	-	17,831,023
Video Prog. & Telecom. Service Tax	914,621	-	-	-	914,621
Rental Vehicle Gross Receipts	130,763	-	-	-	130,763
Utilities Franchise Tax	7,158,899	-	-	-	7,158,899
Motor Vehicle Tax	1,383,674	-	-	-	1,383,674
Other Unrestricted Intergov't	874,012	-	-	-	874,012
Powell Bill	2,220,065	-	-	-	2,220,065
Restricted Intergov't Revenues	1,725,740	-	-	-	1,725,740
Licenses, Permits and Fees	4,427,874	-	-	-	4,427,874
Rescue Service Transport	3,096,519	-	-	-	3,096,519
Parking Violation Penalties, Leases,	378,386	-	-	-	378,386
Other Sales & Services	343,328	-	-	-	343,328
Other Revenues	1,746,967	45,000	-	45,000	1,791,967
Interest on Investments	500,000	-	-	-	500,000
Transfers In GUC	6,498,420	-	-	-	6,498,420
Other Financing Sources	-	-	-	-	-
Appropriated Fund Balance	3,214,178	-	197,500	197,500	3,411,678
Total Revenues	\$ 84,889,404	\$ 45,000	\$ 197,500	\$ 242,500	\$ 85,131,904
APPROPRIATIONS					
Mayor/City Council	\$ 378,265	\$ -	\$ -	\$ -	\$ 378,265
City Manager	2,680,711	45,000	-	45,000	2,725,711
City Clerk	244,879	-	-	-	244,879
City Attorney	455,059	-	-	-	455,059
Human Resources	2,803,537	-	-	-	2,803,537
Information Technology	3,136,382	-	-	-	3,136,382
Fire/Rescue	14,339,758	-	-	-	14,339,758
Financial Services	2,491,809	-	-	-	2,491,809
Recreation & Parks	8,496,997	-	-	-	8,496,997
Police	23,431,555	-	197,500	197,500	23,629,055
Public Works	10,896,770	-	-	-	10,896,770
Community Development	2,666,825	-	-	-	2,666,825
OPEB	500,000	-	-	-	500,000
Contingency	6,275	-	-	-	6,275
Indirect Cost Reimbursement	(1,432,859)	-	-	-	(1,432,859)
Capital Improvements	250,000	-	-	-	250,000
Total Appropriations	\$ 71,345,963	\$ 45,000	\$ 197,500	\$ 242,500	\$ 71,588,463
OTHER FINANCING SOURCES					
Transfers to Other Funds	\$ 13,543,441	\$ -	\$ -	\$ -	\$ 13,543,441
Total Other Financing Sources	\$ 13,543,441	\$ -	\$ -	\$ -	\$ 13,543,441
Total Approp & Other Fin Sources	\$ 84,889,404	\$ 45,000	\$ 197,500	\$ 242,500	\$ 85,131,904

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

Adopted this 6th day of February, 2017

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville
Budget Amendment 6
Fiscal Year 2016-17

GENERAL FUND

Fund Balance Appropriated per Amendment 6

	General Fund	Powell Bill Fund	Total
2016-17 Adopted Budget Ordinance			
Purchase of Imperial Site	\$ 1,040,000	\$ -	\$ 1,040,000
Budget Contingency	38,808	-	38,808
Powell Bill Carryover	-	717,186	717,186
Subtotal	\$ 1,078,808	\$ 717,186	\$ 1,795,994
Capital Project Carryover From FY2015-16			
Fire/Rescue #3 Parking Lot Project	\$ 139,551	\$ -	\$ 139,551
Tar River Study	136,932	-	136,932
Public Works Dept Carryover	191,187	-	191,187
Town Common Improvements	260,534	-	260,534
Mast Arm Poles Project	100,000	-	100,000
City Hall Lobby Renovation Project	34,719	-	34,719
Fire/Rescue Defibrillators	35,500	-	35,500
Historical Loan Pilot Projects	70,000	-	70,000
Subtotal	\$ 968,423	\$ -	\$ 968,423
Economic Development Carryover			
Revolving Loan Fund	\$ 110,000	\$ -	\$ 110,000
The Boundary Property Tax Credit	175,000	-	175,000
Subtotal	\$ 285,000	\$ -	\$ 285,000
Other Appropriations			
King George Road Bridge Project	\$ -	\$ 164,761	\$ 164,761
Police Department Vehicles	197,500	-	197,500
Subtotal	\$ 197,500	\$ -	\$ 362,261
Total Appropriated as of Amendment 6	\$ 2,529,731	\$ 717,186	\$ 3,411,678

**City of Greenville
Budget Amendment 6
Fiscal Year 2016-17**

GENERAL FUND

General Fund Contingency Available for Appropriation per Amendment 6:

2016-17 Contingency Fund Budget \$ 150,000

Appropriations As of Amendment #6:

Pedestrian Bridge Study (20% Match)	\$ (5,000)	
Governor's Crime Commission Grant (20% Match)	(27,725)	
Recreation and Parks Credit Card Chip Readers	(7,000)	
Security Cameras at South Greenville Rec Center	(6,000)	
Uptown Greenville Contract	(50,000)	
Uptown Brewing Company (5% Match)	(3,000)	
South Greenville Rec Center LEAD	(45,000)	
		(143,725)

Contingency Available for Appropriation per Amendment 6 \$ 6,275

City of Greenville
Budget Amendment 6
Fiscal Year 2016-17

GENERAL FUND

Fund Balance Appropriated per Amendment 6

	General Fund	Powell Bill Fund	Total
2016-17 Adopted Budget Ordinance			
Purchase of Imperial Site	\$ 1,040,000	\$ -	\$ 1,040,000
Budget Contingency	38,808	-	38,808
Powell Bill Carryover	-	717,186	717,186
Subtotal	\$ 1,078,808	\$ 717,186	\$ 1,795,994
Capital Project Carryover From FY2015-16			
Fire/Rescue #3 Parking Lot Project	\$ 139,551	\$ -	\$ 139,551
Tar River Study	136,932	-	136,932
Public Works Dept Carryover	191,187	-	191,187
Town Common Improvements	260,534	-	260,534
Mast Arm Poles Project	100,000	-	100,000
City Hall Lobby Renovation Project	34,719	-	34,719
Fire/Rescue Defibrillators	35,500	-	35,500
Historical Loan Pilot Projects	70,000	-	70,000
Subtotal	\$ 968,423	\$ -	\$ 968,423
Economic Development Carryover			
Revolving Loan Fund	\$ 110,000	\$ -	\$ 110,000
The Boundary Property Tax Credit	175,000	-	175,000
Subtotal	\$ 285,000	\$ -	\$ 285,000
Other Appropriations			
King George Road Bridge Project	\$ -	\$ 164,761	\$ 164,761
Police Department Vehicles	197,500	-	197,500
Subtotal	\$ 197,500	\$ -	\$ 362,261
Total Appropriated as of Amendment 6	\$ 2,529,731	\$ 717,186	\$ 3,411,678

**City of Greenville
Budget Amendment 6
Fiscal Year 2016-17**

GENERAL FUND

General Fund Contingency Available for Appropriation per Amendment 6:

2016-17 Contingency Fund Budget \$ 150,000

Appropriations As of Amendment 6:

Pedestrian Bridge Study (20% Match)	\$ (5,000)	
Governor's Crime Commission Grant (20% Match)	(27,725)	
Recreation and Parks Credit Card Chip Readers	(7,000)	
Security Cameras at South Greenville Rec Center	(6,000)	
Uptown Greenville Contract	(50,000)	
Uptown Brewing Company (5% Match)	(3,000)	
South Greenville Rec Center LEAD	(45,000)	
	<u>(143,725)</u>	

Contingency Available for Appropriation per Amendment 6 \$ 6,275



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions:

- a. Board of Adjustment
- b. Community Appearance Commission
- c. Greenville Housing Authority

Explanation: The Board of Adjustment, Community Appearance Commission, and Greenville Housing Authority are scheduled to make their annual presentations to City Council at the February 6, 2017 meeting.

Fiscal Note: No direct cost.

Recommendation: Hear presentations from the Board of Adjustment, Community Appearance Commission, and Greenville Housing Authority

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Ordinance to Amend Chapter 2 of Title 10 of the Greenville City Code and the Manual of Fees relating to Crosswalk Enforcement Zones

Explanation: **Abstract:** In an effort to promote pedestrian safety, staff recommends amending Chapter 2 of Title 10 of the Greenville City Code by adding a section to establish Crosswalk Enforcement Zones. The Manual of Fees will also need to be amended to add fees for violation of the crosswalk enforcement zone ordinance.

Explanation: Due to an increase in traffic accidents involving pedestrians, the Greenville Police Department has been considering ways to increase pedestrian safety awareness as well as educate both pedestrians and drivers on pedestrian safety. One way is to designate crosswalk enforcement zones. The goal will be to mark 150' boundary within certain crosswalks and designate the area as a crosswalk enforcement zone. Pedestrians must cross the street in the marked boundary area or be subject to receiving a citation. In addition, drivers must stop for pedestrians in the designated crosswalk zones or also be subject to receiving a citation.

Staff has studied crash and accident data and will select the top 10 intersections in Greenville to mark as designated crosswalk enforcement zones. Staff will also continue to coordinate education efforts with the current Watch for Me NC campaign. In addition, staff will utilize social media and GTV9 to educate citizens on the new enforcement zones.

The proposed ordinance is attached.


Fiscal Note: The anticipated cost for signage, pavement markings, and sidewalk markings is between \$2,500 and \$10,500 per intersection, depending on the number of lanes at the intersections.

Recommendation: Staff recommends approval of the Ordinance to Amend Chapter 2 of Title 10 of

the Greenville City Code and the Manual of Fees relating to Crosswalk Enforcement Zones

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

Attachments / click to download

 [Ordinance Amending Ordinance Relating to Crosswalk Enforcement Zones 1044189](#)

ORDINANCE NO. 17-
ORDINANCE AMENDING CHAPTER 2 OF TITLE 10 OF THE
GREENVILLE CITY CODE AND THE MANUAL OF FEES RELATING
TO CROSSWALK ENFORCEMENT ZONES

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

Section 1. That the Code of Ordinances of the City of Greenville, North Carolina, be and is hereby amended by adding a section to be numbered 10-2-103, which section reads as follows:

Section 10-2-103 Crosswalk Enforcement Zones

- (a) When an area is designated as a crosswalk enforcement zone identified in the Schedule of Traffic Regulations, no pedestrian shall cross a roadway within said crosswalk enforcement zone at any place within said roadway other than within a marked crosswalk or within an unmarked crosswalk at an intersection.
- (b) Crosswalk enforcement zones shall be identified by official signs designating the location of the crosswalk enforcement zone at the beginning and ending of the zone.
- (c) A violation of any provision of this section shall subject the offender to a civil penalty as set forth in the Manual of Fees.
- (d) Violators shall be issued a written civil citation. If a person fails to pay the civil penalty, the city may recover the penalty together with all costs allowed by law by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

Section 2. That Section 10-2-31 of the Code of Ordinances of the City of Greenville, North Carolina, be and is hereby amended by adding a subsection (D), which subsection reads as follows:

- (D) The Director of Public Works is authorized to amend the Schedule of Traffic Regulations by designating the specified areas of public streets within the city which are a crosswalk enforcement zone upon which a pedestrian may not cross a roadway at any place other than within a marked crosswalk or an unmarked crosswalk at an intersection. No area shall be designated as a crosswalk enforcement zone unless recommended by the Chief of Police. Areas designated as crosswalk enforcement zones shall not include areas between adjacent intersections at which traffic control signals are in operation and in which the provisions of North Carolina General Statute § 20-174, or a successor statute, are applicable.

Section 3. That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by adding to the list contained in the Police Fees - Penalties section a provision relating to the fee for a violation of the crosswalk enforcement zone ordinance, which addition reads as follows:

Account Number	Code	Violation	Fee
Violation of Crosswalk Enforcement Zone			
010-01-00-00-000-000-	PB	Violation of Crosswalk Enforcement Zone: If paid within 10 calendar days of issuance	\$20.00
010-01-00-00-000-000-	PB	If paid between the 11 th calendar day after issuance and the 30 th day after issuance	\$35.00
010-01-00-00-000-000-	PB	If paid after 30 days of issuance	\$50.00

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

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

Section 6. This ordinance shall become effective upon its adoption.

This the _____ day of _____, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Amendment to Service Agreement with Development Finance Initiative Relating to the Imperial Site Project

Explanation: **Abstract:** The City and Development Finance Initiative (DFI) would like to amend the existing contract relating to the Imperial Site project so that the City directly hires a design firm for the Imperial Site project. This is being done in order to expedite the timeline for the project. In order to accomplish this, resolutions exempting the project from the qualifications-based selection process and establishing an exception to the City of Greenville Local Preference and Retention of Professional and Other Services Policy is required.

Explanation: The City of Greenville asked Development Finance Initiative (DFI) to shorten the Imperial Site development proposal timeline so a public-private partnership recommendation can be made by DFI to City Council in September 2017. Under the existing contract, DFI would select and work with a design firm (architect or urban designer) to draw conceptual buildings and layout for the Imperial Site. If DFI hires and pays for this designer directly, it requires compliance with the Mini-Brooks Act. The Mini-Brooks compliance process would take several months and make it unrealistic for DFI to meet the September deadline desired by City Council. To meet City Council's preferred timeline, DFI proposed that the City hire and pay for these design services directly. During the City Council planning session on January 28, 2017, staff made a presentation on the project and this recommendation. As a North Carolina municipality, the City of Greenville can exempt itself from Mini-Brooks requirements provided that the services are for less than \$50,000 and the City Council completes the following actions:

- Adopt a resolution exempting this project from the qualifications-based selection process of G.S. 143-64.31;
- Adopt a resolution which amends the City of Greenville Local Preference and Retention of Professional and Other Services Policy to include a fourth instance where the provisions of the Local Preference Policy does not apply by adding onto the last paragraph of Section 4 the following: "or (iv) when the contract has been exempted from the qualifications based

selection process of G.S. 143-64.31 by the adoption of a resolution by City Council.”

- Approve an amendment to the contract with DFI so that the City hires and pays the design partner with a reduction in the fee to DFI.

The City Manager would then approve the contract with the selected firm for an amount less than \$50,000. DFI had previously budgeted \$24,000 for design and architectural services for this project. Any contract the City has with a design partner is not to exceed \$24,000 for this project.

Fiscal Note:

No net fiscal impacts will result from the City paying the subcontractor directly.

Recommendation:

Staff recommends that City Council adopt the attached resolutions and approve the amendment to the contract with DFI so that the City directly hires the design firm for the Imperial Site Project.

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

Attachments / click to download

 [Resolution Design Services for Imperial Site Project 1044864](#)

 [Resolution Amending the City of Greenville Local Preference Policy to include additional exception 1044865](#)

RESOLUTION - 17

RESOLUTION EXEMPTING THE IMPERIAL SITE PROJECT
FROM THE PROVISIONS OF G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee;

WHEREAS, the City proposes to enter into a contract for design services for work relating to the Imperial Site Project;

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the Imperial Site Project is less than \$50,000.

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

Section 1. The Imperial Site Project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

This the 6th day of February, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. -17
RESOLUTION AMENDING THE CITY OF GREENVILLE LOCAL PREFERENCE
AND RETENTION OF PROFESSIONAL AND OTHER SERVICES POLICY TO
INCLUDE AN ADDITIONAL EXCEPTION

BE IT RESOLVED by the City Council of the City of Greenville that the Local Preference and Retention of Professional and Other Services Policy be and is hereby amended, effective immediately, by rewriting Section 4 of said Policy so that it shall read as follows:

Section 4. Local Preference Eligible Contracts.

The provisions of the Local Preference and Retention of Professional and Other Services Policy shall apply when bids or proposals are sought for the following:

- 1) Contracts for the purchase of apparatus, supplies and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;
- 3) Contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services costing less than \$50,000; and
- 4) Contracts for services (other than contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services).

Notwithstanding the foregoing, the provisions of the Local Preference and Retention of Professional and Other Services Policy shall not apply to contracts involving a project funded by a federal grant unless the grant has specific language which overrides the prohibition of the Grants Management Common Rule which does not allow local preferences and the provisions of the Local Preference Policy shall not apply (i) when bids or proposals are not sought due to an emergency situation or (ii) in special cases when the required expertise or item is not available locally as determined by either the Purchasing Manager or Department Head, or (iii) when the purchase involves an expenditure of less than \$10,000 when the purchase is from a business which qualifies as an Eligible Local Bidder, or (iv) when the contract has been exempted from the qualifications based selection process of G.S. 143-64.31 by the adoption of a resolution by City Council.

This the 6th day of February, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Presentation by the Community Development Department on West Greenville Revitalization Initiatives and Improvements

Explanation: **Abstract:** At the request of Mayor Thomas, staff will provide an update on activities with the West Greenville Revitalization program and potential upcoming initiatives.

Explanation: A presentation will be provided by the Community Development Department updating City Council on West Greenville Revitalization and Improvements, utilizing such funding sources as the US Department of Housing & Urban Development, NC Housing Finance Agency, GUC Energy Efficiency Program, and City of Greenville Bond funds. Comments and input provided by City Council will be incorporated into the FY 2017-18 Annual Action Plan.

Fiscal Note: None

Recommendation: Staff will receive input from City Council following presentation of the report.

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

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 2/6/2017
Time: 6:00 PM

Title of Item: Report on Public Private Partnership Initiatives for the Town Common

Explanation: **Abstract:** At the request of Council Member Godley, staff will provide a report regarding past examples of and upcoming efforts regarding forging public/private partnerships for the Town Common as well as for other sites associated with the Tar River Legacy Plan.

Explanation: In the past, the Town Common has benefited from a number of public-private partnerships (PPP). The first involved the construction of the Greenville-Toyota Amphitheater, wherein the Greenville Toyota dealership contributed \$130,000 toward the construction costs of the facility.

The full implementation of the components of the Tar River Legacy Plan and the recently updated Town Common Master Plan will benefit from and will likely require similar public-private partnerships if they are to be fully realized. Basically, specific components recommended in either plan might be possible PPP projects, particularly if they involved a specific building, structure, or amenity with a general appeal.

At the present time, no formal campaign is in place to identify potential private partners for specific improvements at the Town Common or along the river, although staff is meeting with a local business group to examine some specific projects, their preliminary funding estimates, and their potential for public-private partnerships. Such projects include the Sycamore Hill Commemorative Tower, the Sycamore Tree Grove, the "Civic Building," the amphitheater (and associated mobile stage), the promenade, the kayak/canoe launch, the dock/viewing platform, and a bridge linking the Town Common to River Park North.

Understanding that partnerships will be required for full implementation of the plans, staff promoted "Sponsorship Opportunities" at the Town Common playground in the fall of 2016 by creating a brochure and sending it and a letter to some local companies and following up with a phone call to each. The

department also participated in the National Recreation and Park Association's "Fund My Park" initiative, and that generated an additional \$7,500.

Ultimately, 83% of the cost of the Town Common Playground project was from sources outside of the City budget. While Trillium Health Resources provided the "lion's share" of that support (\$750,000), other organizations and individuals contributed another \$75,500, with the City providing the balance.

In addition, a partnership between the City and Sound Rivers is resulting in the installation of riverside camping platforms, as recommended in the Tar River Legacy Plan. River Park North was the site of the first of three platforms, and the second is currently under construction on GUC property on the north side of the river.

Currently, Sycamore Hill Missionary Baptist Church may be able to raise some funds to support the Commemorative Tower project at Town Common, intended to draw attention to the community and church that existed on the property before it became a park.

City staff continues to look for and solicit additional sponsorship opportunities for this project.

Fiscal Note: Report only, no cost.

Recommendation: Receive the report.

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

Attachments / [click to download](#)
