



Agenda

Greenville City Council

May 7, 2018

6:00 PM

City Council Chambers

200 West Fifth Street

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Meyerhoeffer**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. 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.

VII. Consent Agenda

1. Minutes from the September 14 and October 12, 2017 City Council meetings
2. Ordinance enacting and adopting Supplement #2018-S10 to the City of Greenville Code of Ordinances
3. Resolution Accepting Dedication of Rights-of-Way and Easements for Greenbrier Place Section 1
4. Resolution of Intent to Close a portion of Glen Arthur Avenue from E. Thirteenth Street to E. Fourteenth Street
5. Approval of submitting an application for a N.C. Recreational Trails Program Grant
6. Resolution and Deed of Release for Greenville Utilities Commission to abandon an existing access easement in return for a new access easement at and land surrounding the Proctor & Gamble Substation
7. Acquisition of property for Greenville Utilities Commission's Sugg Parkway 115 kV Substation Site
8. Budget Ordinance Amendment for Greenville Utilities Commission's FY 2017-18 Gas Fund
9. Report on Bids and Contracts Awarded
10. Various tax refunds greater than \$100

VIII. New Business

11. Approval of Contract with Superior for the new Computer Aided Dispatch (CAD) and Record Management System (RMS) Platform for the Police Department
12. Proposed donation of three properties from Amos "Ray" Evans to the City of Greenville
13. Adoption of the 2018 City of Greenville Federal Agenda
14. Discussion of 2018 State Legislative Initiatives
15. Ordinance Approving 2017-2018 Capital Reserve Fund Designations
16. Budget Ordinance Amendment #9 to the 2017-2018 City of Greenville Budget (Ordinance #17- 040) and the Capital Projects Fund (Ordinance #17-024)
17. Presentation of the City's proposed fiscal year 2018-19 operating budget and fiscal year 2019-20 financial plan

IX. Review of May 10, 2018 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Minutes from the September 14 and October 12, 2017 City Council meetings

Explanation: Proposed minutes from City Council meetings held on September 14 and October 12, 2017 are presented for review and approval.

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

Recommendation: Review and approve proposed minutes from City Council meetings held on September 14 and October 12, 2017

ATTACHMENTS:

- ❑ **Proposed_Minutes_of_September_14,_2017_Council_Meeting_1070615**
- ❑ **Proposed_Minutes_of_the_October_12,_2017_City_Council_Meeting_1078444**

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, SEPTEMBER 14, 2017



A regular meeting of the Greenville City Council was held on Thursday, September 14, 2017 in the Council Chambers, located on the third floor at City Hall, with Mayor Kandie D. Smith presiding. Mayor Smith called the meeting to order at 6:00 pm. Council Member P. J. Connelly gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

City Manager Ann E. Wall, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

Upon motion by Mayor Pro-Tem Glover and second by Council Member Connelly, the City Council voted unanimously to move Special Recognitions ahead of the Public Comment period, move the presentation on the Town Common Gateway design to follow the Public Comment Period and to approve the agenda as adjusted.

SPECIAL RECOGNITIONS

GREENVILLE AREA ALL-STAR TEAM WINNERS OF SOUTHEAST REGIONAL BASEBALL / SOFTBALL TOURNAMENTS:

Mayor Smith stated that anyone who is familiar with Greenville knows that this City has a strong tradition when it comes to youth sports, and the City is thrilled to have teams here tonight that exemplify that excellence. There were three teams from local youth baseball and softball leagues that represented the area in World Series play this summer. That is unprecedented, and a true testament to the hard working players, coaches and dedicated families from each. Additionally, there were two other teams that won the Southeast



Regional, but did not have the opportunity to go any farther. The City would like to take some time to recognize these teams tonight by inviting each of them to come forward to be introduced, take a photo and receive individual certificates.

Pitt County Girls Softball League 8U All-Stars

Mayor Smith stated this group of young ladies dominated the competition at both the state and regional levels before advancing to the Babe Ruth World Series championship game in Florida. Unfortunately, they came up just short in their bid for the title, but they still did so much to make their City proud. Mayor Smith then presented commemorative certificates to the following: Players Sarah Booth, Madison Zobre, Annabelle Moore, Ava Gaddis, Addison Valevich, Macianne Elks, Emma Rose, Lena Zurface, Taylor Getsinger, Kamdyn Haislip, Emerson Grace Hatcher, Jordan Laws, Manager Jeff Gaddis and Coaches Ashley Zobre, Scott Getsinger and Stephen Hatcher.

Greenville Tar Hill Little League Baseball 8-10 Year Old All-Stars

Mayor Smith stated this team powered its way to the regional title with some big bats and clutch hitting along the way. Unfortunately for them, they couldn't go any farther after defeating South Carolina in the Tournament of State Champions. Mayor Smith then presented commemorative certificates to the following: Players Joyner Haddock, Tucker Anderson, Justin Grimes, Jack West, Ethan Medhus, Christian LoPresti, Davis Bradley, Max Mason, Ryker Butcher, Parker Watson, James Sawyer, Andrew Knight-Hyatt, Derrion Geddis, Manager Trey Haddock and Coaches Lee Watson, Brayom Anderson and Matt Mason.

Greenville Tar Hill Little League Baseball 9-11 Year Old All-Stars

Mayor Smith stated these guys also went as far as they could possibly go during All-Star play, posting an undefeated record in 11 games on their way to winning the Tournament of State Champions. They did it with strong pitching and reliable defense, and we are certainly proud of their accomplishment. Mayor Smith then presented commemorative certificates to the following: Players Alex Popovich, Colin Everette, Brody Stallings, Davis Hathaway, Gavin Liverman, Spencer West, Coleton Durant, Caleb Overby, Wyatt Fagundas, Colin Woolard, Bryson Letchworth, Andrew Wallen, Josh Britt, Manager Cory Scott and Coaches Raymond Styons and Bryan Fagundas.

Greenville North State Little League Baseball 10-12 Year Old All-Stars (Finished 4th Overall in Little League World Series)

Mayor Smith stated this next group almost needs no introduction. This team represented our city so well in front of a national audience during the Little League World Series in Williamsport, Pennsylvania. Mayor Smith stated she had the pleasure of going up to watch this group of young men in Williamsport, and they performed with exemplary athleticism, grace and poise under pressure. They made history by becoming the first United States team to ever post back-to-back no-hitters in the Little League World Series, and they finished 4th in the world. They made our city, state, and country proud. Mayor Smith then



presented commemorative certificates to the following: Players Jacob Calder, JoeJoe Byrne, Will Casey, Drew Fields, Chase Anderson, Ashton Byars, Cameron Greenway, Luke Lambert, Bryce Jackson, Cash Daniels-Moye, Thomas Barrett, Matthew Matthijs, Carson Hardy, Manager Brian Fields and Coaches Mike Vaughn and Jacob Allen.

Greenville Babe Ruth 14-year-old All-Stars

Mayor Smith stated this team kind of flew under the radar a little bit this summer, but they had their own share of success, winning the state tournament and capturing the Southeast Regional title in Florida before advancing to the 14-year-old Babe Ruth World Series in Glen Allen, Virginia. They came up a little short in the World Series, but they made memories that will last a lifetime and definitely made Greenville proud in the way they represented the community along the way. Mayor Smith then presented commemorative certificates to the following: Players Will Cox, TJ Harris, Marcus Wilkins, Ryker Galaska, Dalyn Blunt, Grayson Bauer, Danny Sadler, Matthew Wacker, TyQuan Cherry, Lee Watson, Wade Jarman, Grayson Myrick and Coaches Tyler Warren, Travis Warren and Croft Massey.

PUBLIC COMMENT PERIOD

Mayor Smith opened the public comment period at 6:28 pm, explaining procedures which should be followed by all speakers.

Jim Decker – 214 King George Road

Mr. Decker stated he has spoken to Council repeatedly over the past couple years about Bradford Creek Public Golf Course. Over 90% of municipal golf courses throughout North Carolina are subsidized by the City or County in which they operate with the subsidy amounts ranging from \$15,000 to \$300,000 annually. This City’s own estimate of the economic impact of the Coastal Plains Junior Amateur Golf Tournament was \$75,340. The North Carolina League of Municipalities is scheduled to have a tournament at Bradford Creek next week with over 100 participants. Mr. Decker discussed methods for improving revenues at Bradford Creek, including a suggestion by the Friends of Bradford Creek, who came up with ideas for Billboards, and a study by ECU’s marketing class, which generated a 200 page report on strategies for increasing revenues. None of this has been utilized. He also addressed a number of ways in which Bradford Creek benefits the City and suggested if the City wished to increase its revenues at Bradford Creek, it should pursue marketing strategies to promote the many programs that already exist there.

William Barnhill, Jr. – 307 Cadillac Street

Mr. Barnhill stated he is a member of the Sycamore Hill Missionary Baptist Church congregation and would like to reiterate the history of the Town Common area, the Gateway Plaza design and what it really means to him. His grandfather grew up in that area, but Mr. Barnhill never had the opportunity to meet him. Preserving the history of that area would mean much to him, as well as to the church, which was established in 1867. He would be honored to



be involved in helping to preserve the history of that area and in making the Town Common an area of better experience to the residents of Greenville.

Marion Blackburn – 802 River Hills Drive

Ms. Blackburn stated she is here to ask for much needed reforms to Greenville's Animal Control and to get justice for Midnight, a beloved Senior family pet who was killed by Greenville Animal Services without the benefit of a 72 hour hold, a veterinarian's exam or any of the processes that an animal is entitled to under law. For more than 2-1/2 years, she and many others have asked for reforms in Greenville Animal Services, having described cases of cats being trapped and euthanized without a transparent process. Midnight escaped during a storm over the recent Labor Day weekend. Animal Services found him the very next day, one building over from his home, and determined he should be euthanized based on his appearance. Midnight was an older cat with a medical condition which caused him to be thin. Midnight was not afforded the benefit of a veterinarian's exam, fluids, a meal or a good night's sleep after being out all night. He was put to death on the spot. Meanwhile, the family was looking for Midnight and calling Animal Services, but no one even returned their call. The family personally went to the Police Department on the Tuesday after Labor Day, where Officers Langley and Schwartz told them their cat was dead, with Officer Langley confirming that Officer Schwartz administered the lethal injection. After taking the life of this beloved family pet, they put the cat in a garbage bag and left it on the back of a truck with another cat for three days. When the family asked for their cat's body, they were given a maggot covered trash bag. Ms. Blackburn stated she knows this because the family was so upset, they asked if she would retrieve his body and give him a proper burial. She took Midnight's body to a veterinarian in hopes of getting a post-mortem exam, but the vet was unable to even open the bag due to the amount of maggots on the outside of the bag. She then took the body out of what was three trash bags and examined it herself for wounds. She found none, but the body was covered in maggots. In response to her letter to the City, Police Chief Mark Holtzman said Midnight had not been cared for in some time and that he had wounds and was covered in maggots when picked up by Animal Services. Midnight's death should not be in vain, and on his behalf and that of his family, she is asking for reform of the Greenville Animal Services division. She asked that officers adopt regular protocols for the animals they pick up, that they end the practice of mass-trapping and euthanizing cats, that the City create a hotline people can use to report their lost animals and that the feeding ban on cats end. Ms. Blackburn stated she is also asking that Officer Tim Langley resign or be removed from his position as part of a deeply needed culture change.

Lillian Outterbridge – 306 Pearl Drive

Ms. Outterbridge stated she is representing Sycamore Hill Missionary Baptist Church. In 2009, Greenville Recreation and Parks asked citizens for suggestions on additions that would improve the Town Common. From the beginning, the Church's goal has been to correct the mistakes of the past – or more specifically, what happened to a beautiful community, its people and their church when the City decided to revitalize the area that is today known as Town Common. The Church has never expected the City to build a church for them as the original was so beautiful and dynamic, that it would be difficult to replicate. The citizens forced to leave the area will never be able to go home again. In an effort to commemorate and correct the mistakes of history, the Sycamore Hill Memorial Bell Tower Project was born nine years ago. The



Sycamore Hill Gateway Project has already made a difference in several ways. People are acknowledging and discussing the mistakes that have been made. Citizens who are new to the area are being educated on Greenville's history. More people have gotten involved in City government and in politics. More people are visiting the area. The project has brought citizens together as a City. Citizens are better understanding the past. It has helped in educating the City's youth so they do not make the same mistakes in the future. It will bring economic growth to Greenville. This project will serve as an economic, educational, cultural and social asset to Greenville.

Norma Warren – 326 Primrose Lane – Winterville

Ms. Warren stated she would like to share her concern for the ambiguity that has been displayed recently toward the Sycamore Hill Gateway Project. She stated they have been working on this full force since it was voted upon 9 years ago. At this point, the project should already be in the final design stages with an anticipated completion date. To have this brought before Council again with changes this late in the game causes grave concern. There seems to be some type of hesitation. They do not approve of funding cuts to the original project simply to appease those who have no true stake in the project. She urged the City Council to vote for full funding up to \$2 million and to keep the name "Sycamore Hill Gateway Plaza" instead of the "Town Common Plaza."

Freddie Outterbridge – 306 Pearl Drive

Mr. Outterbridge stated his wife, who spoke earlier about the Sycamore Hill Baptist Church, almost brought tears to his eyes in talking about the place his parents worshipped. Citizens must work with their hearts in making this City come together. This will be a point where citizens can come together, talk together and learn about each other. That church has sent young people all over the country who became mayors, doctors, political workers and political leaders. That cannot be forgotten. He challenged Council Members who were not here when this land was taken, but said they are here now and they can make a difference.

Lisa Brantley – 205 Nichols Drive

Ms. Brantley stated she is speaking on behalf of last week's tragic death of the cat named Midnight and the request for reform of Animal Control. She feels the request is a manifestation of multiple careless events on the part of the City's Animal Control division. There has been persistent hurtful and harmful feelings with no regard for the impact on the community. As year or so ago, her pet cat was trapped, causing her much stress. She felt really disrespected and intimidated by Animal Control. She proved that a proper permit was not obtained when her cat was trapped and although she was promised answers, there was never any follow-up nor was Animal Control held accountable. She is bothered that the love and respect people in the community have for animals doesn't seem to be appreciated or supported. She asked that the Council consider the request for reform.

William Smith – 302 Wosly Road

Mr. Smith stated he has been a Greenville resident for 35 years and is here on behalf of Bradford Creek. He started playing golf about four years ago and really loves the game. He loves going to Bradford Creek, mainly because of the staff out there, particularly Mike Cato. They really



treat people right and create a fun environment. Hearing that it is going to change causes a lot of concern. Mike Cato has been there for 18 years and each time he visits, Mike is teaching 5 to 15 kids – not only golf, but integrity, respect and discipline. He encouraged the Council to think about that when voting on changes to Bradford Creek.

Laticia Hill Godette – No Address Given

Rev. Dr. Laticia Hill Godette, Pastor of York Memorial AME Zion Church, stated she is speaking both as a local pastor and as a concerned citizen. Her heart goes out to the black cat, Midnight, and the two ladies who spoke about how she was done wrong. She began to think about all the passion, the pain and the hurt they were feeling, and even though she never met the black cat called Midnight, she felt their pain. It is the same pain she feels when she hears about how Black people have been treated. It was the same pain that was felt when the Sycamore Hill Church mysteriously burned down and the people were forced out. She stands tonight in full support of the Sycamore Hill Gateway Plaza. She hopes people today will think about how history is almost being erased. She supports the full \$2 million funding and that the name should not be changed. She hopes that the people of Greenville will stand in solidarity because the Black History at Sycamore Hill is also White History, Greenville City History and American History.

OTHER ITEMS OF BUSINESS – PART ONE

PRESENTATION ON THE TOWN COMMON GATEWAY PLAZA DESIGN

Recreation and Parks Planner Lamarco Morrison stated Recreation and Parks is pleased to introduce the design alternatives to the Gateway Plaza Project. The goal of the project is to transform the western edge of Town Common into a prominent gateway and to commemorate the history of the neighborhood, the community and Sycamore Hill Missionary Baptist Church, which was a vital part of the community. The history component is not a new element. It was one of the goals of the 2009 Master Plan. He then introduced Ron Sessoms of Rhodeside and Harwell to present the design alternatives.

Mr. Sessoms introduced Zenia Howard and Michael Stevenson, with Perkins+Will and stated they welcome the opportunity to provide this important project update. In 2016, Rhodeside and Harwell lead the development of the Town Common Master Plan, which serves as an important framework for program and development of the Town Common. The project focused on the entirety of the 20 acres at Town Common and some of the improvements that were a product of this plan have already been implemented, such as the playground and fishing pier. The Town Common Sycamore Hill Gateway Plaza Project is a first phase improvement for the West end of the park and will serve as an important gateway and a significant opportunity to tell the story of the rich history of the downtown area and the Sycamore Hill Missionary Baptist Church community.



Mr. Sessoms stated that specifically, this project is to develop final construction documents for the plaza design. This site consists of about a half-acre located at the Southwest corner of the park at the intersection of First Street and Greene Street where Sycamore Hill Missionary Baptist Church was once located.

The project is currently in Design Development. Assuming there is approval tonight, the project will move to 30% Construction Documents. There will be a review process, after which full construction documents will be developed with anticipation of being bid-ready by early Spring.

Ms. Howard, who introduced herself as one of the principal architects with Perkins+Will, discussed the public engagement process, noting that their kick-off stakeholder engagement session was held on June 8, 2017. During that session, they listened to stakeholders as they discussed what was important about this community, with the church being the focus. From that meeting, they moved forward to a public open house, which was held on August 11, 2017. Key concepts that emerged as important to all were history, community and spirituality.

Mr. Stevenson stated one of the hardest things to do in his profession is to take ideas and feelings and turn them into imagery and design. He stated he was very appreciative of the engagement process. Two ideas were presented at the last meeting and participants were able to provide verbal and/or written comments through which a strong preference for Concept # 1: Walls.

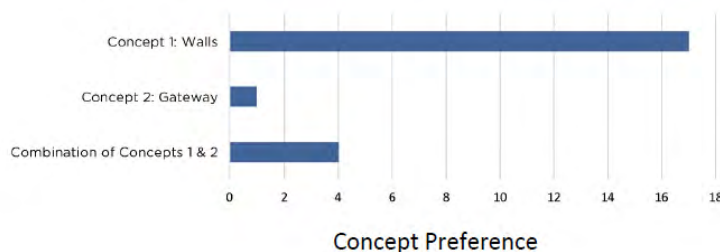
Open House- Concept Alternatives



Concept 1: Walls



Concept 2: Gateway





Both concepts were designed to create an entryway into the Town Common that would commemorate the community and the neighborhood, and the church building, which was an important physical artifact. Mr. Stevenson explained how ideas gained from the public were incorporated into the designs.

Council Member Barr moved to fund the project in an amount up to \$2 million, utilizing Concept #1: Walls and to name it the Sycamore Hill Gateway Plaza. The motion was seconded by Mayor Pro-Tem Glover.

Following City Council discussion about the evolution of the design concept, the City Council voted unanimously to approve the motion.

APPOINTMENTS

APPOINTMENT OF THE ALTERNATE MEMBER TO THE GREENVILLE URBAN AREA TRANSPORTATION ADVISORY COMMITTEE (TAC)

Upon recommendation by Mayor Smith, Motion by Council Member Connelly and second by Mayor Pro-Tem Glover, Mayor Pro-Tem Glover was appointed to serve as the City's Alternate Member to the Greenville Urban Area Transportation Advisory Committee.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Mercer made a motion to reappoint Ronita Jones to a first three-year term that will expire February 2020. Council Member Glover seconded the motion and it carried unanimously.

Board of Adjustment

Council Member Barr made a motion to reappoint William Johnson to a second three-year term that will expire June 2020. Council Member Glover seconded the motion and it carried unanimously. Mayor Pro-Tem Glover continued the appointment for the District 2 seat.

Community Appearance Commission

Council Member Godley continued all appointments.

Human Relations Council

Mayor Pro-Tem Glover continued all appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Glover made a motion to recommend to the Pitt County Commissioners that Tyler McDowell be reappointed to first three-year term that will expire July 2020.



Council Member Barr seconded the motion and it carried unanimously. Mayor Pro-Tem Glover continued all additional appointments.

Redevelopment Commission

Mayor Pro-Tem Glover continued the appointment for the District 2 seat.

Youth Council

Council Member Mercer made a motion to reappoint Trinity Dupree, Aniyah Lane, Jenna Lee, Joshua McCarter, and Kunj Patel to a one-year term that will expire September 2018. Council Member Godley seconded and the motion carried unanimously.

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE REQUESTED BY BLACKWOOD, PARROTT AND ROBERSON, LLC TO ANNEX 1.9940 ACRES LOCATED EAST OF COREY ROAD AND ADJACENT TO BLACKWOOD RIDGE SUBDIVISION – (Ordinance No. 17-051)

Planner Michael Dail showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #5. The property is currently vacant with no population, and a population of 11 people is expected at full development. Current zoning is RR (Rural Residential/Pitt County’s Jurisdiction), with the proposed use being five single family lots. Present tax value is \$3,366, with tax value at full development estimated at \$963,366.

Mayor Smith declared the public hearing for the proposed annexation open at 7:57 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Smith invited comment in opposition. Also hearing none, Mayor Smith closed the public hearing at 7:58 pm.

Council Member Connelly moved to adopt the ordinance to annex 1.9940 acres located east of Corey Road and adjacent to Blackwood Ridge Subdivision. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY BLACKWOOD, PARROTT AND ROBERSON, LLC TO REZONE 1.9940 ACRES LOCATED EAST OF COREY ROAD AND ADJACENT TO BLACKWOOD RIDGE SUBDIVISION FROM RR (RURAL RESIDENTIAL – PITT COUNTY’S JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) – (Ordinance No. 17-052)



Planner Michael Dail stated that Blackwood, Parrott & Roberson, LLC have requested to rezone 1.9940 acres located East of Corey Road and adjacent to Blackwood Ridge Subdivision from RR (Rural Residential/Pitt County's Jurisdiction) to RS9 (Residential Single-Family[Medium Density]).

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 77 trips to and from the site on Corey Road, which is a net increase of 48 additional trips per day. During the review process, measures to mitigate the traffic will be determined.

The property was located in Pitt County's jurisdiction and zoned RR (Rural Residential); however, it was voluntarily annexed into the City by vote of City Council in the previous item. Water and Sanitary Sewer are available. There are no known historical conditions/constraints on this property, nor are there any known environmental conditions/constraints.

Under the current zoning, Mr. Dail stated the property is woodland, but could accommodate no more than two (2) single-family lots. Under the proposed zoning, the site could accommodate no more than five (5) single-family lots. The anticipated build-out time is within 1-2 years.

Surrounding land uses and zoning are as follows:

North: RR- Farmland

South: RR- Farmland

East: RR- Woodland

West: R9S – Blackwood Ridge Subdivision

Mr. Dail stated that, in staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan and Character Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Mr. Dail stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its August 15, 2017 meeting.

Mayor Smith declared the public hearing for the proposed rezoning open at 7:59 pm and invited anyone wishing to speak in favor to come forward.

Ken Malpass – No Address Given



Mr. Malpass, representing the applicant, stated he is available to answer questions if needed.

Hearing no one else wishing to speak in favor, Mayor Smith invited comment in opposition. Hearing none, Mayor Smith closed the public hearing at 8:00 pm.

Council Member Connelly moved to adopt the ordinance to rezone 1.9940 acres located east of Corey Road and adjacent to Blackwood Ridge Subdivision from RR (Rural Residential – Pitt County’s Jurisdiction) to R9S (Residential-Single-family [Medium Density]). Council Member Mercer seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY EAST CAROLINA UNIVERSITY TO REZONE 3.5+/- ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF EAST 10TH STREET BETWEEN EVANS STREET AND COTANCHE STREET FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) – (Ordinance No. 17-053)

Planner Michael Dail stated that East Carolina University (ECU) has requested to rezone 3.5+/- acres located along the northern right-of-way of East 10th Street between Evans Street and Cotanche Street from CDF (Downtown Commercial Fringe) to OR (Office-Residential [High Density Multi-family]).

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 900 trips to and from the site on Evans Street, which is a net increase of 420 additional trips per day. A Traffic Impact Analysis has been submitted for this project with recommendations for mitigation and is under review.

In 1969, the property was zoned to its current zoning. Water and Sanitary Sewer are available. There are no known historical conditions/constraints on this property, nor are there any known environmental conditions/constraints.

Under the current zoning, Mr. Dail stated the property contains two (2) parking lots associated with ECU, four (4) single-family residences and one (1) duplex building. Under the proposed zoning, the site is anticipated to be used for classroom space and a 500-space parking deck. The anticipated build-out time is within 1-2 years.

Surrounding land uses and zoning are as follows:

North: CS – The Clemmons Law Firm, two (2) ECU parking lots, two (2) single-family residences and one (1) duplex building

South: CDF – Sheetz Convenience Store and Starbucks Center

East: OR – ECU Main Campus and CDF – McDonald’s

West: OR – McCarthy Family Chiropractic and CDF – A&B Auto Service



Mr. Dail stated that, in staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan and Character Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Mr. Dail stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its August 15, 2017 meeting.

Mayor Smith declared the public hearing for the proposed rezoning open at 8:02 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Smith invited comment in opposition. Also hearing none, Mayor Smith closed the public hearing at 8:03 pm.

Council Member Godley moved to adopt the ordinance to rezone 3.5+/- acres located along the northern right-of-way of East 10th Street between Evans Street and Cotanche Street from CDF (Downtown Commercial Fringe) to OR (Office-Residential [High Density Multi-family]). Council Member Connelly seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY GLENN ARTHUR, LLC TO REZONE 4.054 TOTAL ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF EAST 14TH STREET BETWEEN CHARLES BOULEVARD AND COTANCHE STREET FROM CDF (DOWNTOWN COMMERCIAL FRINGE) AND CN (NEIGHBORHOOD COMMERCIAL) TO CDF-UC (DOWNTOWN COMMERCIAL FRINGE – URBAN CORE OVERLAY) – (Ordinance No. 17-054)

Planner Michael Dail stated that Glen Arthur, LLC has requested to rezone 4.054 total acres located along the northern right-of-way of East 14th Street between Charles Boulevard and Cotanche Street from CDF (Downtown Commercial Fringe) and CN (Neighborhood Commercial) to CDF-UC (Downtown Commercial Fringe – Urban Core Overlay).

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 993 trips to and from the site on East 14th Street, which is a net increase of 738 additional trips per day. A Traffic Impact Analysis will be required during site development.

In 1969, the block bounded by East 14th Street, Charles Boulevard, East 13th Street and Glenn Arthur Avenue was zoned CN (Neighborhood Commercial) and the block bounded by East 14th Street, Glenn Arthur Avenue, East 13th Street and Cotanche Street was zoned CDF (Downtown Commercial Fringe). Water and Sewer are available. There are no known



historical conditions/constraints on this property, nor are there any known environmental conditions/constraints.

Under the current zoning, Mr. Dail stated the property consists of one (1) church, 13 single-family dwellings, five (5) duplex buildings, two (2) multi-family properties, one (1) office building and one (1) parking lot with leased spaces. Under the proposed zoning, the site could accommodate a multi-family project of 190-200 multi-family units (550-600 beds) and a commercial component based on similar site comparison of the Proximity at 10th Apartments. The anticipated build-out time is within 2-3 years.

Surrounding land uses and zoning are as follows:

North: CDF – Two (2) duplex buildings and six (6) single-family residences

South: CG and CH – Harris Teeter Shopping Center

East: CN – Duck Thru Convenience Store and OR-UC – The Province Apartments

West: CDF – Two (2) duplex buildings and four (4) single-family residences

Mr. Dail stated that, in staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan and Character Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Mr. Dail stated the Planning and Zoning Commission voted 6-2 to recommend approval of the request at its August 15, 2017 meeting.

Mayor Smith declared the public hearing for the proposed rezoning open at 8:08 pm and invited anyone wishing to speak in favor to come forward.

Bryan Fagundas – No Address Given

Mr. Fagundas, representing the applicant, stated he is available to answer questions if needed.

Hearing no one else wishing to speak in favor, Mayor Smith invited comment in opposition. Hearing none, Mayor Smith closed the public hearing at 8:10 pm.

Mayor Pro-Tem Glover moved to adopt the ordinance to rezone 4.054 total acres located along the northern right-of-way of East 14th Street between Charles Boulevard and Cotanche Street from CDF (Downtown Commercial Fringe) and CN (Neighborhood Commercial) to CDF-UC (Downtown Commercial Fringe – Urban Core Overlay). Council Member Connelly seconded the motion, which passed by unanimous vote.



PUBLIC HEARING FOR THE APPROVAL OF THE DRAFT ASSESSMENT OF FAIR HOUSING (AFH) FOR THE CITY OF GREENVILLE

Senior Planner Amy Lowe stated the City of Greenville is an entitlement community and receives an annual formula allocation of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds. As such, the City is required to undertake an Assessment of Fair Housing (AFH) in order to demonstrate compliance with the Affirmatively Furthering Fair Housing (AFFH) Final Rule. She then introduced Civitas, LLC Consultant Eric Chatham, whose firm did the assessment. She stated he will be making the presentation for this item and the next item.

Mr. Chatham stated he was contracted by the City to assist with the development of the Assessment of Fair Housing (AFH), which is a new document required by HUD (Housing and Urban Development) beginning last year. The AFH includes:

- An analysis of fair housing data
- An assessment of fair housing issues and contributing factors
- An identification of fair housing priorities and goals

HUD has created a template and provided data and maps that cities are required to use. The Assessment focuses on:

- Segregation/Integration
- Racially or Ethnically concentrated areas of poverty
- Disparity in access to opportunities
- Disproportionate housing needs
- Housing choice

Fair Housing goals must be measurable, tracked, and directly related to overcoming the significant contributing factors identified. The goals will be incorporated into subsequent planning processes and documents. HUD advises a “Balanced Approach”. Fair Housing goals include:

- Increase Affordable Housing Development in High Opportunity Areas
- Reduce Substandard Housing
- Increase Employment Training & Employment Opportunities
- Increase Economic Development Activities & Investments

Mayor Smith declared the public hearing for the draft assessment open at 8:21 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Smith invited comment in opposition. Also hearing none, Mayor Smith closed the public hearing at 8:22 pm.

Council Member Connelly moved to approve the Assessment of Fair Housing and grant authority for the City Manager or her designee to execute all documents for its submission



to the U. S. Department of Housing and Urban Development for final approval. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

PUBLIC HEARING FOR THE APPROVAL OF THE DRAFT 2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Civitas Consultant Eric Chatham stated the City’s 2013-2018 Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The City reports on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER is required by HUD and includes:

- A report on resources and investments
- A report on goals and outcomes
- Demographic composition of individuals and families assisted
- Other actions
- Citizen participation efforts

Mr. Chatham discussed program resources, noting that \$796, 209 in resources was made available during the year with \$917,384 expended during the program year for CDBG. HOME resources made available during the year totaled \$328,801, while only \$158,125 was expended during the program year.

Next Mr. Chatham discussed goals and desired outcomes of the program as follows:

Goals and Outcome	
Goals	Outcome
1. Creation of decent affordable housing Expected: 10 units created through rehab	10 Homeowner Housing Rehabilitated
2. Provide resources to special needs population Expected: 215 public service for low- mod- income HH’s and 350 for homeless persons	534 assisted in public service for low- mod- income 118 persons served through homeless services
3. Support and create valuable programs Expected: 225 Public service activities for low- mod- income housing	389 assisted through programs
4. Eliminate environmental hazards Expected: 2 building units demolished	One (1) building was demolished



Mr. Chatham stated 1,077 persons were served through City programs, with the following racial and ethnic composition:

- 674 persons assisted were Black (63%)
- 261 persons assisted were White (24%)
- 72 persons assisted where Asian (7%)
- 122 persons assisted where Hispanic (11%)

Mr. Chatham reported that the “Notice of Availability” of the CAPER for review and to receive public comment was published in The Daily Reflector on August 28, 2017. The CAPER was made available to the public for a period of 30 days. The “Notice of Public Hearing” was published in The Daily Reflector on August 28 and September 11, 2017. Public meetings were held at monthly Affordable Housing Loan Committee, monthly CoC and CDBG technical assistance meetings. The CAPER was available in paper copy at three (3) public library locations, the City Clerk’s Office, the Housing Division Office and on the City’s website.

Mayor Smith declared the public hearing for the draft CAPER open at 8:26 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Smith invited comment related to the proposed draft. Also hearing none, Mayor Smith closed the public hearing at 8:27 pm.

Council Member Barr moved to approve the Draft 2016 Consolidated Annual Performance and Evaluation Report. Council Member Godley seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS - PART TWO

AUTHORIZATION TO APPLY FOR BLOOMBERT PHILANTHROPIES 2017 MAYORS CHALLENGE

Economic Development and Revitalization Manager Roger Johnson stated that Bloomberg Philanthropies announced its American Cities Initiative in June of this year. This Initiative will provide funding for a suite of new and expanded investments that will empower cities to generate innovation and advance policy that moves the nation forward. The American Cities Initiative focuses on three core areas:

- Promoting bold leadership and effective problem-solving in city halls
- Advancing critical policies and legislation in areas ranging from education to climate change to opioid abuse
- Empowering citizens – including artists, volunteers, and entrepreneurs – to solve problems and strengthen social cohesion



According to Mr. Johnson, Bloomberg Philanthropies will invest more than \$200 million over the next three years in the American Cities Initiative through grants in cities, the delivery of technical expertise, and opportunities for city leaders to share insights and best practices with one another. At least \$100 million will support bold and effective leadership in city halls.

The first investment in the American Cities Initiative is the 2017 Mayors Challenge. The Challenge aims to inspire cities to generate innovative ideas that solve major urban challenges and improve city life - ideas that ultimately can be shared with cities across Latin America and the Caribbean and around the globe. Bloomberg launched a call for participation to every U.S. city with at least 30,000 residents. The 2017 Mayors Challenge will help hundreds of cities develop, test, and implement bold solutions to emerging challenges. Highlights include:

- Innovation experts will visit the first 300 cities that sign up for the Challenge to deliver one-day city hall training sessions to accelerate idea development by drawing on the expertise of the community
- As many as 35 “Champion Cities” will then win up to \$100,000 each to test and refine their ideas
- Five Mayors Challenge Winners will be selected based on the idea’s vision for tackling an urgent challenge, potential for impact and successful implementation, and potential to spread to other cities
- One city will win \$5 million grand prize
- Four cities will receive \$1 million implementation awards
- In total, up to \$17.5 million in grants and technical assistance will be provided to participating cities

Mr. Johnson stated the 2017 Mayors Challenge builds on the success of previous Bloomberg-sponsored Challenges in the U.S. (2013), Europe (2014), and Latin America and the Caribbean (2016).

The Office of Economic Development applied for the Bloomberg Mayors Challenge upon announcement. As a result of the Greenville being one of the first 300 cities to apply, the Challenge hosted a free idea accelerator workshop for the City on August 21, 2017. During this cross-departmental workshop, the team was encouraged to select an issue that had both a high impact and high transferability to other cities. The facilitator led the team through a series of exercises, which resulted in stormwater being the issue selected by the City. Specifically, the combination of “Undersized Stormwater Infrastructure” and an increase in impervious area puts a strain on the drainage system.

Mr. Johnson stated his department would like to make a formal application on behalf of the City for a Bloomberg Grant in the amount of \$100,000 to work on stormwater issues. If the effort is successful, an additional grant of up to \$5,000,000 may be awarded to further remediate the issue. Formal grant applications are due October 20, 2017. No increase in budget is expected. Any fiscal impact will be the allocation of staff time.



Following a brief discussion, Council Member Godley moved to authorize City staff to apply for Bloomberg Philanthropies 2017 Mayors Challenge. Council Member Mercer seconded the motion, which passed by unanimous vote.

DISCUSSION OF BRADFORD CREEK THIRD-PARTY MARKETING FIRM

Recreation and Parks Director Gary Fenton stated the City has been considering ways in which the Bradford Creek Public Golf Course might operate more economically which still providing the variety and level of services it currently offers. One possibility being an outside marketing contract that addresses the course's marketing shortcomings and thereby hopefully increases course play and revenues. This later possibility would be addressed through a separate Request for Proposal (RFP). Both options cannot be pursued – the City must choose to do one or the other in the short term.

Mr. Fenton stated that staff presented the results of the Contract Management RFP to the City Council on June 5th and Council directed staff to pursue contract negotiations with Billy Casper. Staff provided an update on those negotiations in August. Some of the key items which must be negotiated are the term of the contract. Billy Casper proposed a five year term and staff believes a three year term would be better. There should also be a “not to exceed” clause to protect the City from some level of financial risk, and there should be an “early termination” clause in case either party desired to end the contract.

Mr. Fenton stated that Council Member Connelly asked that discussion on outside marketing for Bradford Creek be added to tonight's agenda, so Park Superintendent Dean Foy made enquiries to three local marketing firms as research for tonight's discussion. Conversations were high level for information purposes only. The types of services that could be provided would include:

- Social Media/Online Presence
- Stand Alone Website
- Brand Recognition Through TV, Radio and Print
- Data Driven Decisions

Projected average annual cost of a marketing contract would be \$35,000-\$50,000, exclusive of any additional City staff cost required to help manage the marketing services. One marketing firm stated the City should not expect to receive more than a 2%-5% return on advertising dollars spent. If the City Council chooses to pursue an outside marketing agreement, the City must move forward, at a minimum, with hiring a Greens Superintendent. During this discussion process, Recreation and Parks lost three members of its staff to ECU or other departments in the City in order to protect their retirement. As a result, the course's greens are currently being maintained through a short-term contract with Billy Casper Golf.



Currently, the City subsidizes its golf course at a rate of about \$130,000 annually. The goal is to reduce that subsidy to a break-even point or to where there is some profit. This goal can only be achieved by increasing the number of rounds of golf played each year.

Mr. Fenton discussed the pros and cons of the two available options:

Bradford Creek Golf Course Contract Options

Which Option Will Result in the Greatest Increase in Rounds of Golf:

<p><u>Billy Casper</u></p> <ul style="list-style-type: none"> • Proposal Projected to Increase Rounds Played to 24,000 Over 3 Years • This is a Projection ! This is Not Guaranteed • 5 Yr Contract Term Proposed by B.C. 	v/s	<p><u>Marketing Contract</u></p> <ul style="list-style-type: none"> • No Way to Project at This Time • Would Require More Research or RFP • No More Than 2-5% Return per One Marketing Firm
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Mr. Fenton stressed it is important to note that all points discussed revolve around the financial operations of the course. This does not take into consideration the impact that any change would have on Youth programs. As stated earlier, the two options moving forward are to pursue a management contract with Billy Casper Golf or pursue an outside marketing contract through a separate RFP. The City cannot do both.

Council Member Godley moved to issue an RFP to explore outside marketing options with a firm that has golf course experience. Council Member Connelly seconded the motion.

Following extensive Council discussion on each option, Mr. Foy stated that if the City Council is willing to subsidize Bradford Creek by \$100,000 annually, then a marketing contract is worth considering. If not – if the Council’s desire is to subsidize the golf course as little as possible – then contract management is the best way to go.

City Manager Wall suggested giving staff more time to explore the options and having them come back in October with a recommendation.



Council Member Godley withdrew his original motion and moved instead to table the matter to the first meeting in October and to direct staff to evaluate both options – management and marketing – and develop a plan to bring to Council at that time. Council Member Mercer seconded the motion, which passed by a vote of 4 to 2 with Council Members Connelly and Mercer casting the dissenting votes.

CITY MANAGER’S REPORT

City Manager Wall stated she would like to recognize the City’s Public Information staff, lead by Brock Letchworth. The City received a Silver Award from 3CMA, which is the national organization that works with communications professionals in local government. This second place award was for the Best Use of Social Media for the work done during Hurricane Matthew.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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

ADJOURNMENT

Council Member Godley moved to adjourn the meeting, seconded by Council Member Connelly. There being no further discussion, the motion passed by unanimous vote and Mayor Smith adjourned the meeting at 9:34 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, OCTOBER 12, 2017



A regular meeting of the Greenville City Council was held on Thursday, October 12, 2017 in the Council Chambers, located on the third floor at City Hall, with Mayor Kandie D. Smith presiding. Mayor Smith called the meeting to order at 6:00 pm. Council Member Calvin Mercer called for a moment of silence, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

City Manager Ann E. Wall, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

City Manager Ann Wall noted a request from the North Carolina Department of Transportation to remove their item related to Projects U-5870 and U-5785 and reminded Council that the Town Creek Culvert item had been continued from Monday's meeting and should be added as the final item on tonight's agenda.

Mayor Smith asked to add the retirement of the City Attorney as a third item under Special Recognitions.

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

PUBLIC COMMENT PERIOD

Mayor Smith opened the public comment period at 6:06 pm, explaining procedures which should be followed by all speakers.



John Drew Ligon – 208 S. Elm Street, Apartment 107

Mr. Ligon expressed his support for whatever the City decides to do in regard to its gem of a golf course. Bradford Creek was designed by the late Robert E. Cupp, II, who was one of the top golf course architects in the United States, and perhaps in the world. Mr. Ligon stated he plays at Bradford Creek and loves the course, even though it is currently in state of disrepair. He hopes the City will maintain and enhance the course as it add much to the quality of life.

There being no one else present who wished to address the City Council, Mayor Smith closed the public comment period at 6:09 pm.

SPECIAL RECOGNITIONS

PRESENTATION OF CIGNA'S 2017 WELL-BEING AWARD

Mayor Smith stated the City and the Greenville Utilities Commission (GUC) have been selected as the Carolina's 2017 Well-Being Award recipient. This award is a distinct honor recognizing employers who have actively and positively impacted the overall health and well-being of their populations.

Lindsay Peters, Health Promotions Manager for Cigna, gave a short presentation then presented the award, along with \$1,000 toward a Health Improvement Fund.

RECOGNITION OF OFFICERS IN HONOR OF COMMUNITY POLICING WEEK 2017

Mayor Smith stated this is Community Policing Week and the first part of tonight's recognition is officers who have been selected by their peers for having gone above and beyond regular policing. She presented certificates to Officer William Bailey and Child Trauma Response Victim's Advocate, Denise Williams-Braswell, were following up on a case at met a family at a local motel where they were residing temporarily. They realized the family had no food for the children and were on the verge of eviction as they had no money to remain in the hotel. Ms. Braswell-Williams took the family to the Department of Social Services to sign up for Food Stamps, but recognizing that would take some time, so she made sure the family had food. Officer Bailey paid out of his own pocket for the motel so the family would not be out on the street.

Next, Mayor Smith recognized Officer Ron Wilder, who received a call in December that a gentleman was standing outside the Fire Department with nowhere to go in 32° temperatures. He had just gotten off work and had nowhere to stay because the Homeless Shelter was full. Officer Wilder took the gentleman to a hotel and paid out of his own pocket for several night's stay in the hotel and returned with clothing for the man.



Mayor Smith recognized Gang Unit Officer Brock Flannery who continues to demonstrate an understanding and passion for community policing through his daily interactions with the citizens of Greenville. Some of his career highlights demonstrating this dedication include taking a man out to lunch for his 80th birthday after his motorized wheelchair broke down on the side of the road, building a fence and installing lights and doing some landscaping for a woman on Myrtle Street and performing CPR on a 16 day old girl who became unresponsive. Officer Flannery visits the little girl and her family on a regular basis. Both EMS and hospital staff have advised that this little girl might not be alive today were it not for Officer Flannery's action.

Mayor Smith reiterated that the officers already recognized were identified by their peers, but since it is the Mayor's Community Policing Week, she would also like to recognize some officers she has observed. Deputy Chief Ted Sauls consistently shows up for every community event, knows every person's name and fully embodies the spirit of community policing.

Officer Richard Williams is in the Community Outreach Division, and works with the Cops and Barbers program. He has a passion for working with the community and does a superb job. Mayor Smith stated she bumped into him at a football game at JH Rose High School and he offered to walk her to her car. It took 45 minutes to get to her car because every child at that school knew his name and ran up to hug him. He asked about their parents, who he also knew by name. He keeps up with the children he works with and gets to know their parents. He helps with any need the child may have in order to be successful.

Captain Cecil Hardy, who is actually retired, has come back to work as a Reserve Officer to help out. In 1985, Captain Hardy started the Community Assistant Team in his off-duty hours, then brought it to the Police Department. He worked with the community to determine what was needed in order to build relationships. In 1987, he was listed as one of the Top 10 Officers in the World. He was invited to the White House at least twice for his community policing efforts. Captain Hardy started Project Weed and Seed in the 1990's and worked with Safe Neighborhoods. Additionally, he helped former Police Chief William Anderson establish the PAL Program.

(ADDED) RETIREMENT RESOLUTION FOR CITY ATTORNEY DAVE HOLEC - (Resolution No. 051-17)

Mayor Smith read the following resolution and presented it to City Attorney Dave Holec, thanking him for his 20+ years of service to the City of Greenville and its citizens:



CITY OF GREENVILLE

Resolution

Resolution No. 051-17

WHEREAS, David A. Holec has served in North Carolina local government for 37 years beginning in August 1980 in the City of Lumberton where he donned a number of hats first as the Assistant City Attorney, then City Attorney, and briefly, dual positions as both the City Attorney and Interim City Manager. Attorney Holec next proceeded east to the City of Greenville where he took the position of City Attorney for a tenure that has lasted 20 years, from January 6, 1997 to October 31, 2017, with an effective retirement date of November 1, 2017;

WHEREAS, the Office of the City Attorney is committed to providing the City and its public officials and employees with legal services of the highest quality so that the City's business is conducted legally, efficiently, effectively, and economically;

WHEREAS, municipal law involves traditional topics of local government, such as public finance, land use, public records, open meetings, and condemnation. The City Attorney's Office represents the City, including its officials and employees, and practices law in a number of other areas including litigation in all State and Federal courts, torts, contracts, real estate, employment, environmental, construction, administrative, and constitutional law;

WHEREAS, during Attorney Holec's career with the City of Greenville, he has served as an instrumental member of the administration alongside 6 City Managers, 2 City Clerks, and under 5 Mayors and 24 City Council Members;

WHEREAS, Attorney Holec, through his impeccable work ethic, strong sense of integrity, and measured approach through all circumstances, has earned the respect and admiration of his colleagues and peers;

WHEREAS, during Attorney Holec's tenure with the City, he has served as a consummate advisor on a number of ideas, projects, and agreements that have benefited the City, most notably: handling legal aspects during times of emergency such as Hurricanes Floyd, Irene, and Matthew; the acquisition and development of the Convention Center, the 45-Block Revitalization Project; COPS Project; Sidewalk Development Project; the Thomas Langston Road Extension; redistricting projects with the United States Department of Justice; the Town Creek Culvert Project; and the Lucille W. Gorham Intergenerational Center. In addition, Attorney Holec developed the Local Preference Policy, was heavily involved with ordinances that created the Dining and Entertainment Establishment land use category, and authored many inter-local agreements that provided for orderly growth policies between neighboring jurisdictions;

WHEREAS, Attorney Holec has played a key part in advancing the needs of Greenville as a Legislative Liaison for the Mayor and City Council, annually coordinating opportunities for the City's elected officials to voice the community's needs and concerns to local legislators;

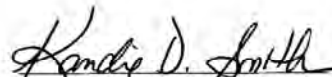
WHEREAS, Attorney Holec has been active in several state-wide organizations including the North Carolina Association of Municipal Attorneys, the North Carolina League of Municipalities Board of Directors, and the Bar Candidate Committee of the Third Judicial District of the North Carolina Bar Association, a committee on which he has served since 2007 and currently serves as Chair. He has also been active locally in the Greenville Noon Rotary Club, serving as President from 2010 - 2011; and

WHEREAS, Attorney Holec's exemplary service and firm commitment to fair and consistent governmental operations have created a significant and enduring impact on the City of Greenville;

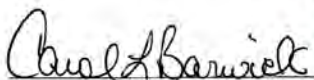
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, on behalf of all the citizens of the City of Greenville, that it does hereby express appreciation to David A. Holec for his distinguished service as City Attorney of the City of Greenville, and highly commends him for the professional manner in which he has carried out his duties and responsibilities;

BE IT FURTHER RESOLVED that the City Council of the City of Greenville extends to David A. Holec best wishes for a long and happy retirement.

This the 12th day of October, 2017.


Kandle D. Smith, Mayor

ATTEST:


Carol L. Barwick, City Clerk





Upon motion by Council Member Smiley and second by Mayor Pro-Tem Glover, the City Council voted unanimously to adopt the resolution in honor of City Attorney Dave Holec on the occasion of his retirement.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Mercer made a motion to appoint Derick Lamont Cherry to fill an unexpired term that will expire February 2020. Council Member Glover seconded the motion and it carried unanimously.

Board of Adjustment

Mayor Pro-Tem Glover continued the appointment for the District 2 seat.

Community Appearance Commission

Council Member Godley continued all appointments.

Greenville Bicycle & Pedestrian Commission

Council Member Mercer recommended that Roy Ennis be appointed to fill an unexpired term that will expire January 2018 in replacement of Katy Webb, who had resigned. Council Member Barr made a motion to that effect. Council Member Smiley seconded the motion and it carried unanimously.

Human Relations Council

Mayor Pro-Tem Glover made a motion to reappoint Samar Badwan and Lomax Mizelle to a first three-year terms that will expire September 2020, to appoint Roopa Ghandi to serve a first three-year term that will expire September 2020 in replacement of Prudencio Martinez-Mengal, who was no longer eligible to serve and to appoint LaQuon Rogers to a one-year term that will expire October 2018 in replacement of Emmet Sarkoh, who had resigned. Council Member Barr seconded the motion and it carried unanimously. Mayor Pro-Tem Glover continued all remaining appointments.

Investment Advisory Committee

Council Member Connelly continued the appointment.

Pitt-Greenville Convention & Visitors Authority

Mayor Pro-Tem Glover continued all additional appointments.

Police Community Relations Committee



Council Member Connelly appointed Carol Ann Bass for a first two-year term that will expire October 2019. Council Member Smiley appointed Scott Snyder for a first two-year term that will expire October 2019.

Redevelopment Commission

Mayor Pro-Tem Glover continued the appointment for the District 2 seat.

Youth Council

Council Member Mercer made a motion to reappoint Allison Chiancone, Cassidy Green, Makayla Harris, and Caroline Webb to a one-year term that will expire September 2018. Council Member Barr seconded and the motion carried unanimously.

NEW BUSINESS

PUBLIC HEARINGS

APPLICATION TO RECEIVE FUNDS FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

Chief of Police Mark Holtzman stated the Bureau of Justice Assistance (BJA) annually awards agencies grant money for various needs. The BJA designates grants based on the size of a jurisdiction and level of activity. Greenville Police Department (GPD) has received information that it is eligible to receive funds from the Edward Byrne Memorial Justice Assistance Grant program in the amount of \$31,893.

Chief Holtzman stated GPD intends to utilize the funds as follows:

- \$28,608 will be used to purchase a Direct Link Series Crisis Response Throw Phone. This device is utilized during critical incidents to allow direct contact with individuals in crisis. This will help ensure secure communications between members of the department and members of the public when other means are not available.
- \$3,285 will be used to purchase three (3) forensic crime scene screens that will be utilized by crime scene investigators to shield tragic/sensitive events from public view. These screens will provide security for investigative scenes, allow medical personnel and investigators to operate more securely and allow privacy for victims.

Chief Holtzman said the grant requires a public hearing be held before the final application can be approved and funds distributed. The funds will be available at the beginning of the Federal fiscal year, which begins October 1, 2017. No City match is required. It should be noted that this grant is being jointly awarded to the Pitt County Sheriff's Office and they will also receive \$31,893. An Interlocal Agreement has been prepared between the City and County for distribution of these funds.



Mayor Smith declared the public hearing for the proposed annexation open at 6:52 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one, Mayor Smith invited comment in opposition. Also hearing none, Mayor Smith closed the public hearing at 6:53 pm.

Council Member Smiley moved to authorize the City to submit an application to receive funds from the Edward Byrne Memorial Justice Assistance Grant Program. Council Member Godley seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS

UPDATE BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION OF PROJECTS U-5870 AND U-5785 FIRE TOWER ROAD AND PORTERTOWN ROAD AND RESOLUTION OF SUPPORT

This item was continued to November 9, 2017 by request of NC-DOT and approval of the City Council.

ORDINANCE RELATING TO EXOTIC ANIMALS

City Attorney Dave Holec stated that during the May 8, 2017 Public Comment Period, several citizens expressed concern about a roadside exhibition of exotic animals at a commercial property in the city. The concern was about the manner in which the animals were kept or caged. The citizens requested that Council consider a ban on exotic animal performances or exhibitions in the city or a ban on keeping exotic animals in the city.

At its September 11, 2017 meeting, City Council directed that an ordinance be drafted which does not ban personal ownership of exotic animals but does ban the use and display of exotic animals for commercial purposes. The City Code currently allows a person, business or event (i.e. circus, exhibition, show, and the like) to have an exotic animal upon receipt of a permit from the Animal Protective Services Division (APS). The Division has issued 44 exotic animal permits since 1998. Other than the recent complaints, the Division's supervisor reports that he is not aware of any issues with the permits. The permits were issued to circuses, animal exhibition shows, and private citizens (to allow exotic animals to be kept as pets).

The ordinance proposed for the City Council's consideration does the following:

- Prohibits the keeping of an exotic animal for the use, display, or exhibition for commercial purposes. There are listed exceptions such as at an exhibition by an accredited zoo or aquarium, a licensed wildlife sanctuary, or a university registered under the Animal Welfare Act, and also at a pet shop or at River Park North. An



additional accreditation organization for zoos or aquariums has been added – the Zoological Association of America (ZAA). Commercial purposes include, but are not limited to, a circus, exhibition, show, or educational program.

- Allows the keeping of any exotic animal for non-commercial purposes upon receipt of a permit. This would involve the situation where exotic animals are kept as pets. The permitting allows the City to be aware of where these are kept and allows conditions to be imposed in order to ensure they are kept in a safe manner. An exhibition or educational outreach program conducted by an accredited zoo or aquarium is also required to receive a permit.

Mr. Holec stated a violation of the ordinance is enforced by a civil penalty in the amount of \$250 or by an equitable remedy (an injunction). The proposed ordinance eliminates the fee for commercial use.

Council Member Smiley moved to approve the ordinance which prohibits the commercial use and display of exotic animals, with certain exceptions, but allows the non-commercial keeping of exotic animals on a permitted basis. Council Member Barr seconded the motion.

Council Member Connelly asked about the involvement of Animal Protective Services in this process.

APS Officer Tim Langley stated he was unaware of the issue prior to the last City Council meeting, but he has reviewed the City Attorney's draft ordinance.

Council Member Connelly asked if Officer Langley feels this ordinance is necessary.

Officer Langley said there are always two sides to any story. At the last meeting, the Council heard from concerned citizen requesting a ban on exhibition shows due to the perceived treatment of exotic animals at a recent roadside exhibition. That is one side. Officer Langley feels there is an alternative to a full ban. Part of his job is to inspect a circus when it comes into town. He does a very stringent inspection on all of their animals. He has been trained by the Humane Society of the United States and People for the Ethical Treatment of Animals on what to look for. Greenville exceeds those inspectional guidelines. He looks to see if cages are too small, if the animals have any injuries, scars or markings. He looks for proper food, water and shelter. Once an inspection is done, either a law enforcement officer or an animal control officer remains on site at all times. There has never been an issue in this City with any type of exhibition show. He stated he would be willing to incorporate guidelines from the ZAA into his inspection process and asked to be given 24 months. If people are still complaining at that point, then he would have no issues with supporting a ban.

Mayor Pro-Tem Glover feels Officer Langley knows what he is doing. APS has their hands full, but the division has been taking a hit. She feels the Council should take Officer Langley's recommendation into account.



Council Member Godley said staff doesn't get enough support for the work they do. If staff feels they can enhance their inspection process, he feels the Council should give them that opportunity.

Council Member Mercer moved to continue the matter to November, however, the motion died for lack of a second.

There being no further discussion, the motion to approve the ordinance which prohibits the commercial use and display of exotic animals, with certain exceptions, but allows the non-commercial keeping of exotic animals on a permitted basis failed by a vote of 2 to 4, with Council Members Smiley and Mercer casting the only affirmative votes.

APPROVAL OF WOMBLE CARLYLE SANDRIDGE & RICE, LLP AS BOND COUNSEL

Upon motion by Council Member Connelly and second by Council Member Mercer, the City Council voted unanimously to approve Womble Carlyle Sandridge & Rice, LLP to provide the City's Bond Counsel services.

AUTHORIZATION TO APPLY FOR 2017 TIGER GRANT: MULTIMODAL TRANSPORTATION NETWORK

Economic Development and Revitalization Manager Roger Johnson stated under the Transportation Investment Generating Economic Recovery, the U.S. Department of Transportation (TIGER) provides funding for transportation and transit projects that are multi-modal, multi-jurisdictional or otherwise challenging to fund through existing programs. TIGER investments aim to make communities more livable, safe, efficient and sustainable. Cities can use TIGER funds to supplement "traditional" transportation funding from state DOTs, especially for projects that emphasize non-automotive modes.

The TIGER program expects localities to provide matching funds, which can come from various non-federal sources. A minimum of a 20% non-federal match is generally required, but recent experience points out that grant proposals approximating a larger percentage of a local match are more competitive.

A 2017 TIGER application, like the 2016 proposal, will focus on pedestrian and roadway improvements on West Fifth Street, Dickinson Avenue, Reade Circle, and Albemarle Avenue. However, the 2017 application will expand to include pedestrian improvements for Pitt Street, Clark Street, a pedestrian passage across the railroad tracks to and from West Greenville, and a renovation of Atlantic Avenue. These improvements primarily consist of sidewalks, pedestrian crossings, streetscapes, lighting, roadway enhancements, and sidewalk accessories.



The grant application will explain that these improvements will create easier, efficient and safer access to the Greenville Transportation and Activity Center (GTAC). Moreover, GTAC will then safely link people, particularly West Greenville residents, to places of education, healthcare and jobs.

Mr. Johnson stated the grant proposal requests \$8,200,000 in federal funding and requires a minimum 20% local match. Staff learned that successful applicants historically provide a larger local match. Staff formulated an application that provides a larger local contribution and does not require new funding. The City will use \$5.65 million in existing funds to include the Highway Trust Fund, the 2015 Street and Pedestrian Transportation Bond and \$1,500,000 from the City's Capital Improvement Plan to constitute the City match. It is estimated that this combination of funding will result in a 41% local match.

Upon motion by Council Member Mercer and second by Council Member Connelly, the City Council voted unanimously to authorize City staff to submit a 2017 TIGER grant application proposal, upon the final approval of the City Manager, to be submitted no later than October 16, 2017.

UPDATE ON BRADFORD CREEK PUBLIC GOLF COURSE – POTENTIAL MANAGEMENT OR MARKETING CONTRACT

Assistant City Manager Michael Cowin stated City Council directed staff last month to continue negotiations with Billy Casper Golf for contracted management of Bradford Creek and to report the status of the negotiations at a meeting this month. Council also directed staff to investigate outside marketing in lieu of contracted management, specifically looking at firms with golf course marketing experience.

Mr. Cowin stated that he, along with Recreation and Parks Director Gary Fenton and City Attorney Dave Holec, has been reviewing the contract proposed with Billy Casper Golf. They submitted a counter-proposal back to Billy Casper and have worked to negotiate the differences between the two. Mr. Cowin reviewed the negotiated terms:

BILLY CASPER CONTRACT MANAGEMENT CONTRACT PROPOSAL

1. Term of Contract:

- 5-Year Initial Contract

2. Early Termination of Contract Without Cause:

- Either Party May Terminate the Contract After End of 2nd Year
- One Year Notice of Termination Required
- No Penalty for Early Termination After End of 2nd Year



3. Base Management Fee:

- Annual Fee Paid to Billy Casper to Manage Course
- Included in Total Operating Expense of the Course
- \$84,000 per Year for Each Year of the Contract

4. Incentive Management Fee:

- 15% of Net Operating Income Not to Exceed \$25,000 per Year

5. Not-to-Exceed Limit on Net Operating Loss:

- Cap on Annual Operating Loss for the City

Contract Year	Income (Loss) Projected in RFP	Not-to-Exceed Clause Included in Contract
One	\$ (44,859)	\$ (100,000)
Two	\$ (11,144)	\$ (75,000)
Three	\$ 23,614	\$ (50,000)
Four	\$ 38,481	\$ (25,000)
Five	\$ 46,886	\$ (25,000)

6. Youth Golf Programs:

- Section 12 of Contract:

BCGM will develop and market age and skill appropriate junior golf programs from March through November targeting junior golfers 4 to 18 years of age. Such programs should include but not be limited to:

- PGA Junior League Golf (Ages 8-13+)
- Starting New at Golf (SNAG) Program (Ages 4-10)
- Bradford Creek Junior Golf Association Membership Program (Ages 4-18)

Youth Golf Program Examples:

- PGA Junior League: Spring Kickoff & Fall Finale
- Junior Golf Association Summer Programs:
 - 10 Practices
 - Clinics on Wednesdays
 - Discounted Private Lessons
- Practice With the Pros (Wednesday Nights)
- SNAG Golf Clinic
- Summer Junior Golf Camp (2 Sessions)
- Coastal Plains Junior Amateur Tournament (110 Youth Average)



Mr. Cowin noted the Youth golf programs were not part of the original contract with Billy Casper, but have been input through the negotiation process. He stated that Recreation and Parks Director Gary Fenton would address the City's investigation of working with an outside marketing firm.

Mayor Smith asked if Billy Casper has previous experience with First Tee.

Mr. Cowin stated they do.

Mayor Smith asked if it is true that SNAG was the City's version of trying to begin with First Tee.

Mr. Fenton said he would not say that. SNAG, or Starting New at Golf, is a program that is very popular across the nation now. It utilizes special equipment, such as larger clubs and club heads. The City has targeted some of the larger recreation centers as potential partners and participants in that program.

Mayor Smith asked about Billy Casper's willingness to reach out to First Tee.

Mr. Cowin stated they are willing to entertain that.

Mr. Fenton stated in addition to negotiating a management agreement, staff was asked to research a marketing firm with specific golf course experience for a contract that would focus only on the marketing aspects of the course with the following goals:

- Increase rounds played at Bradford Creek
- Increase overall awareness by Bradford Creek's target markets
- Develop a golf marketing plan for Bradford Creek
- Implement golf marketing plan
- Design, develop and host website

Mr. Fenton stated a marketing-only focus could be expected to incur a one-time startup expense (first year only) of \$10,000 for conducting a marketing analysis and action plan, along with website design. Annual recurring costs are estimated at \$20,000 for managing the marketing program, website hosting and management and an email marketing campaign. Revenues of \$77,000 are anticipated, or a \$3-\$5 return on every dollar spent in marketing. Projections for Fiscal Year 2017-2018 without a marketing contract result in a net loss of \$153,605 (\$637,169 in Revenues minus \$790,774 in Expenses). With a marketing contract, projections for the same period would result in a lesser net loss of \$102,605 (\$714,169 in Revenues minus \$816,774 in Expenses).

In summary, Mr. Fenton stated that all options necessitate some subsidy by the City for the golf course. Again comparing projected Fiscal Year 2017-2018 financial operations, the City could anticipate the following:



City Operated: No Marketing Contract:	\$	(153,605)
City Operated: Marketing Contract:	\$	(102,605)
Billy Casper Contract Management**:	\$	(44,859)

**Note: The Proposed Billy Casper Contract Includes a Not to Exceed Clause that Caps the City's Financial Loss for Each Year of the Contract. Per the Contract, the Net Operating Loss for the City is Capped at \$100,000 in Year One.

Following discussion by the City Council, Council member Godley moved to approve contracting with Billy Casper Golf for management of the Bradford Creek Public Golf Course. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

CONTRACT AWARD FOR THE TOWN CREEK CULVERT DRAINAGE IMPROVEMENT PROJECT - (Continued from 10/09/2017) - (Resolution No. 052-17)

Public Works Director Kevin Mulligan stated the City the study and design phase of the Town Creek Culvert project in the fall of 2013. The Town Creek Culvert drains stormwater from approximately 300 acres in the uptown Greenville area. It was built in the early 1900s and needs to be substantially rehabilitated or replaced due to multiple failures and localized flooding. The urgency of this project is driven by the 10th Street Connector Project (NCDOT, U-3315) which is currently under construction. The Town Creek Culvert is one of the main outfalls for the uptown area and the 10th Street Connector.

The Public Works Department initially solicited bids on September 21, 2016. One bid was received after re-advertisement for \$31,074,905.78. The bid exceeded the City's budget for the project. The Public Works Department modified the scope and re-bid the project. Modifications included, but were not limited to, extending road closure timelines, identifying areas with soil contamination and reducing liquidated damages.

Public Works solicited bids a second time with the modified scope on June 8, 2017. The City received 3 bids. Trader Construction Company of New Bern, NC submitted the lowest responsible, responsive bid in the amount of \$22,281,176.15. It is anticipated contracts for construction phase engineering, construction materials testing and environmental services will be presented to City Council for award in November 2017.

Mr. Mulligan stated that approximately \$3 million of the total cost will be funded by the Greenville Utilities Commission (GUC) for work associated with their water and wastewater infrastructure. Remaining project cost will be funded in the Stormwater Utility Fund by stormwater utility fee revenues through a combination of financing sources



including a \$16.3 million zero interest loan funded through the Clean Water State Revolving Fund as well as the issuance of revenue bonds for an amount not to exceed \$13 million.

Upon motion by Council Member Connelly and second by Council Member Smiley, the City Council voted unanimously to award a construction contract for the Town Creek Culvert Drainage Improvement Project to Trader Construction of New Bern, NC, in the amount of \$22,281,176.15 and a 10% contingency of \$2,228,117.62 for a total of \$24,509,293.77.

CITY MANAGER’S REPORT


City Manager Wall stated the City had two employees who participated in the statewide Public Works Conference Backhoe Rodeo. The Rodeo was a test of skill, speed and dexterity for equipment operators throughout the state. Street Maintenance Supervisor Nathaniel Coltraine competed in all three events, finishing with the best overall time. He then represented North Carolina at the National Public Works Conference held in Orlando this past August and finished in the top 15 out of 100 backhoe operators.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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

ADJOURNMENT

Council Member Smiley moved to adjourn the meeting, seconded by Council Member Barr. There being no further discussion, the motion passed by unanimous vote and Mayor Smith adjourned the meeting at 8:26 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Ordinance enacting and adopting Supplement #2018-S10 to the City of Greenville Code of Ordinances

Explanation: **Abstract:** The City Council will consider adopting and enacting a supplement to the Code of Ordinances which incorporates all ordinances of a general and permanent nature adopted on or after January 1, 2017 and on or before December 31, 2017.

Explanation: In accordance with a Codification Agreement (Contract No. 1757) dated November 14, 2008, between the City of Greenville and the North Carolina League of Municipalities, along with its code contractor, American Legal Publishing Corporation, the Code of Ordinances was fully revised and updated to include all ordinances adopted through October 8, 2009. Subsequent to this initial revision and update, American Legal Publishing Corporation maintains the City Code by producing periodic supplements to the printed version and hosting/updating an online version of the City Code. Supplement #2018-S10 incorporates all ordinances of a general and permanent nature enacted on or after January 1, 2017, and on or before December 31, 2017.

Fiscal Note: The total cost for production of Supplement 2018-S10 is estimated at \$2,500. Funds are included in the City Clerk's Office budget for this expense.

Recommendation: Adopt the attached ordinance enacting and adopting Supplement #2018-S10 to the City of Greenville's Code of Ordinances.

ATTACHMENTS:

- ▣ **Ordinance_Enacting_and_Adopting_Supplement_Number_2018-S10_to_the_Code_Of_Ordinances_1079006**

ORDINANCE NO. _____

AN ORDINANCE ENACTING AND ADOPTING SUPPLEMENT NUMBER 2018-S10 TO THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed Supplement Number 2018-S10 to the Code of Ordinances of the City of Greenville, North Carolina, which supplement contains all ordinances of a general and permanent nature enacted on or after January 1, 2017, and on or before December 31, 2017; and

WHEREAS, North Carolina General Statute 160A-77 empowers and authorizes the City of Greenville to adopt and issue a code of its ordinances in book form and to adopt supplements.

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

Section 1. That Supplement Number 2018-S10 to the Code of Ordinances of the City of Greenville, North Carolina, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council of the City of Greenville, and the City Clerk of the City of Greenville, North Carolina, is hereby authorized and ordered to insert such supplement in the copy of the Code of Ordinances kept on file in the Office of the City Clerk.

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

This the 7th day of May, 2018.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Resolution Accepting Dedication of Rights-of-Way and Easements for Greenbrier Place Section 1

Explanation: **Abstract:** This item proposes a resolution to accept the dedication of rights-of-way and easements for Greenbrier Place Section 1.

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Greenbrier Place Section 1 (Map Book 80 at Pages 190-194). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2017-2018 budget.

Recommendation: City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Greenbrier Place Section 1.

ATTACHMENTS:

- ▣ **May_2018_Right_of_Way_Resolution_1079026**
- ▣ **Greenbrier Place Section 1 Plat**

NORTH CAROLINA
PITT COUNTY

I, Polly Jones, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this the 7th day of May, 2018.

Attachment Number 1 Page 2 of 2

Notary Public

My Commission Expires:

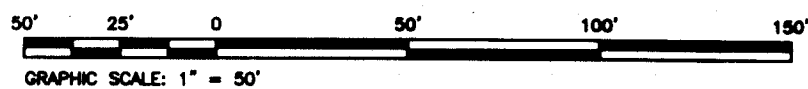
SITE DATA

TOTAL AREA	12.705 ACRES
NUMBER OF LOTS CREATED	34
AREA IN COMMON AREA	273,914 S.F.
AREA IN PARKS, RECREATION AREAS, CEMETERIES AND THE LIKE	0 S.F.

TIE LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 52°03'18" E	12.95'
L45	N 61°19'45" E	11.24'

GENERAL NOTES

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE PITT COUNTY FIRM 3720468600K DATED JULY 7th, 2014.
- REFERENCE: DEED BOOK 3395, PAGE 81, DEED BOOK 3395, PAGE 83 AND MAP BOOK 79, PAGE 122 OF THE PITT COUNTY REGISTER OF DEEDS.
- THIS MAP IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY THAT REGULATES PARCELS OF LAND. Attachment Number 2 Page 1 of 5
- IRON PIPES SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREON, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GREENVILLE.
- ALL AREAS OUTSIDE OF ROAD R/W AND INDIVIDUAL LOTS IS COMMON AREA.
- ALL COMMON AREAS ARE TO BE MAINTAINED BY THE GREENBRIER PLACE HOMEOWNERS ASSOCIATION.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRICAL LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- WATER AND SANITARY SEWER SERVICES PROVIDED BY GREENVILLE UTILITIES COMMISSION AT THE ROAD RIGHT-OF-WAY OR EDGE OF EXTENDED FACILITIES EASEMENT. SERVICES CROSSING THE COMMON AREA SHALL BE PRIVATELY OWNED AND MAINTAINED.



PARCEL #51642
 TAX MAP #4686-13-9175
 PARCEL #77438
 TAX MAP #4686-13-4116

FINAL PLAT SHEET 1 OF 5

GREENBRIER PLACE

SECTION 1

REFERENCE: DEED BOOK 3395, PAGE 83 AND DEED BOOK 3395, PAGE 81 OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

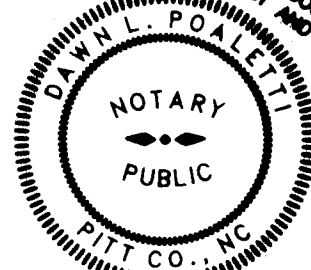
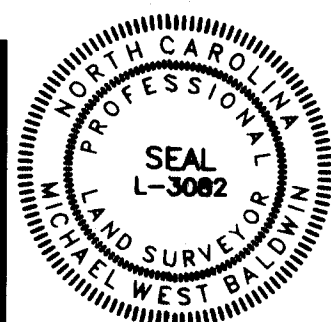
OWNER: GREENBRIER PLACE, LLC.

ADDRESS: 2285 COUNTY HOME ROAD
 GREENVILLE, N.C. 27858

PHONE: (252) 341-7980

Baldwin Design Consultants, PA
 LICENSE # C-3408
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27856 252.756.1390

SURVEYED: BW	APPROVED: MWB
DRAWN: JBE	DATE: 09/20/2016
CHECKED: MWB	SCALE: 1" = 50'



SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 3395 PAGE 81
 DEED BOOK 3395 PAGE 83
 DEED BOOK 3395 PAGE 83
 NC REGISTRATION NO. L-3082

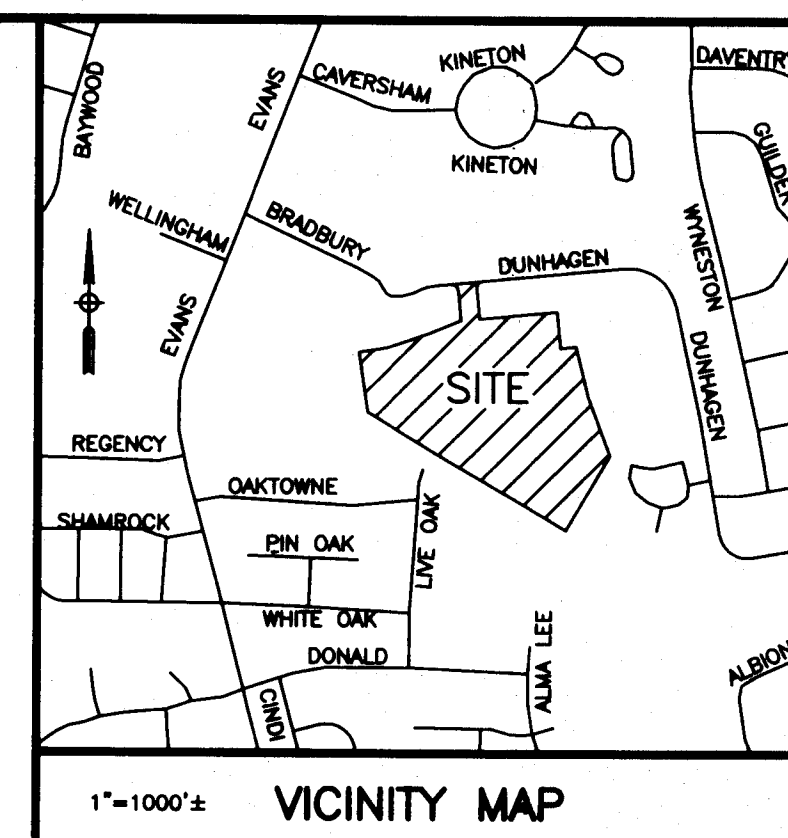
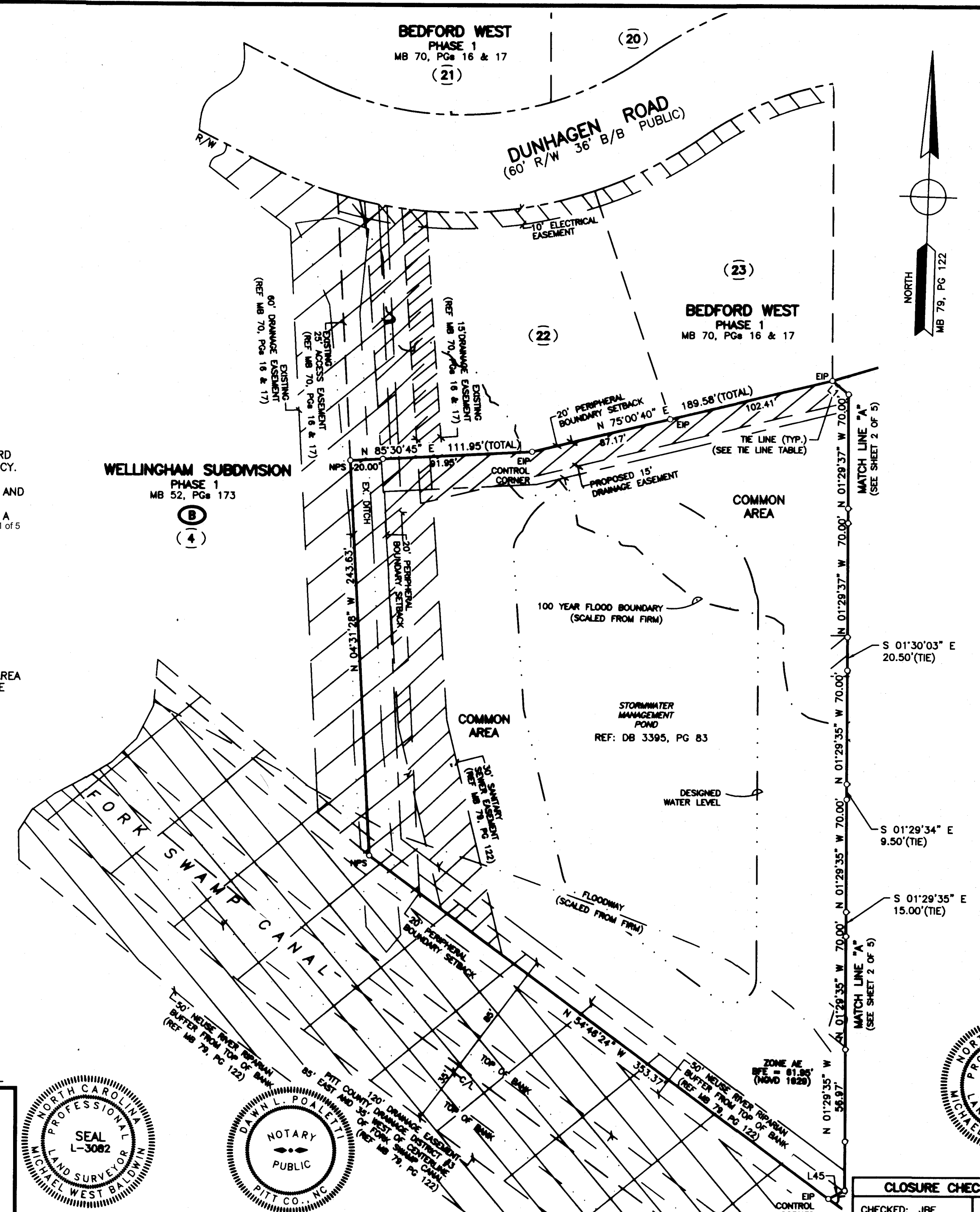
OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
 SWORN AND SUBSCRIBED BEFORE ME THIS 20th DAY OF October, 2016.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2019

APPROVAL
 THIS FINAL PLAT NO. 16-51 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 14 DAY OF September, 2016.
 SIGNED: [Signature]
 CITY PLANNER

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

REVIEW OFFICER'S CERTIFICATE
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 SIGNED: [Signature]
 REVIEW OFFICER DATE: 11/14/16

CLOSURE CHECK BOUNDARY
 CHECKED: JBE DATE: 08/09/2016



Doc ID: 0138716005 Type: CRP
 Recorded: 11/09/2016 at 03:31:09 PM
 Fee Amt: \$105.00 Page 1 of 5
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 80 PG 190-194

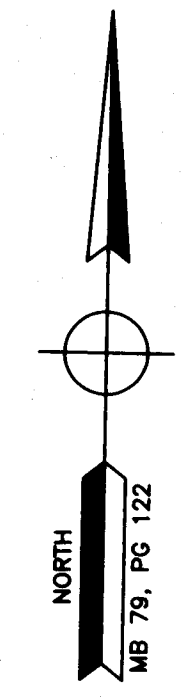
- LEGEND**
- EIP = EXISTING IRON PIPE
 - SIP = SET IRON PIPE
 - NPS = NO POINT SET
 - R/W = RIGHT-OF-WAY
 - B/B = BACK OF CURB TO BACK OF CURB
 - CH = CHORD
 - R = RADIUS
 - L = LENGTH
 - TYP = TYPICAL
 - MBL = MINIMUM BUILDING LINE
 - C/L = CENTERLINE
 - SAN = SANITARY
 - MB = MAP BOOK
 - PG = PAGE
 - DB = DEED BOOK
 - PT = POINT OF TANGENCY
 - PC = POINT OF CURVATURE
 - BFE = BASE FLOOD ELEVATION

COPY

CERTIFICATION
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE (ETC.)(OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGES IN THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 7-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 20th DAY OF SEPTEMBER, 2016.
 SIGNED: [Signature]
 REGISTRATION NO. L-3082

Y:\DRAWINGS\12-048 BEDFORD TRACE\THE GREEN BRIER\FINAL PLAT SECTION 1.dwg Wed, Oct 05, 2016-9:28am

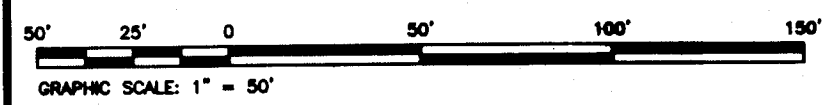
COPY



CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S 43°30'25" W	35.36'	25.00'	39.27
C2	S 9°17'26" W	30.68'	82.00'	30.87
C3	S 25°17'30" E	42.70'	30.00'	47.51
C10	N 11°41'57" E	73.95'	162.00'	74.60
C12	N 46°29'34" W	35.36'	25.00'	39.27
C19	N 43°00'53" E	42.06'	30.00'	46.61
C20	N 88°30'26" E	10.00'	5.00'	15.71'
C21	S 88°30'26" W	10.00'	5.00'	15.71'

Attachment Number 2 Page 2 of 5

TIE LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 52°03'18" E	12.95'
L2	S 1°28'20" E	9.00'
L3	S 8°11'43" W	20.80'
L4	S 26°50'23" E	10.51'
L5	S 5°18'27" E	15.03'
L46	S 88°30'26" W	11.00'
L47	S 1°29'34" E	6.23'
L48	S 88°30'26" W	16.00'
L52	S 75°58'07" E	18.68'
L53	S 77°08'41" W	20.40'



PARCEL #51642
 TAX MAP #4686-13-9175
 PARCEL #77438
 TAX MAP #4686-13-4116

FINAL PLAT

SHEET 2 OF 5

GREENBRIER PLACE

SECTION 1

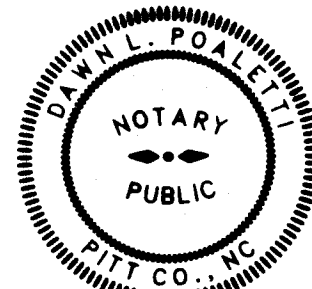
REFERENCE: DEED BOOK 3395, PAGE 83 AND DEED BOOK 3395, PAGE 81 OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: GREENBRIER PLACE, LLC.
 ADDRESS: 2285 COUNTY HOME ROAD GREENVILLE, N.C. 27858
 PHONE: (252) 341-7980

Baldwin Design Consultants, PA
 LICENSE C-3468
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27858 252.756.1390

SURVEYED: BW	APPROVED: MWB
DRAWN: JBE	DATE: 09/20/2016
CHECKED: MWB	SCALE: 1" = 50'



DEED BOOK 3395	PAGE 81
DEED BOOK 3395	PAGE 83
DEED BOOK	PAGE
NC REGISTRATION NO. L-3C32	

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

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
 SIGNED AND SUBSCRIBED BEFORE ME THIS 14 DAY OF September, 2016.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2019

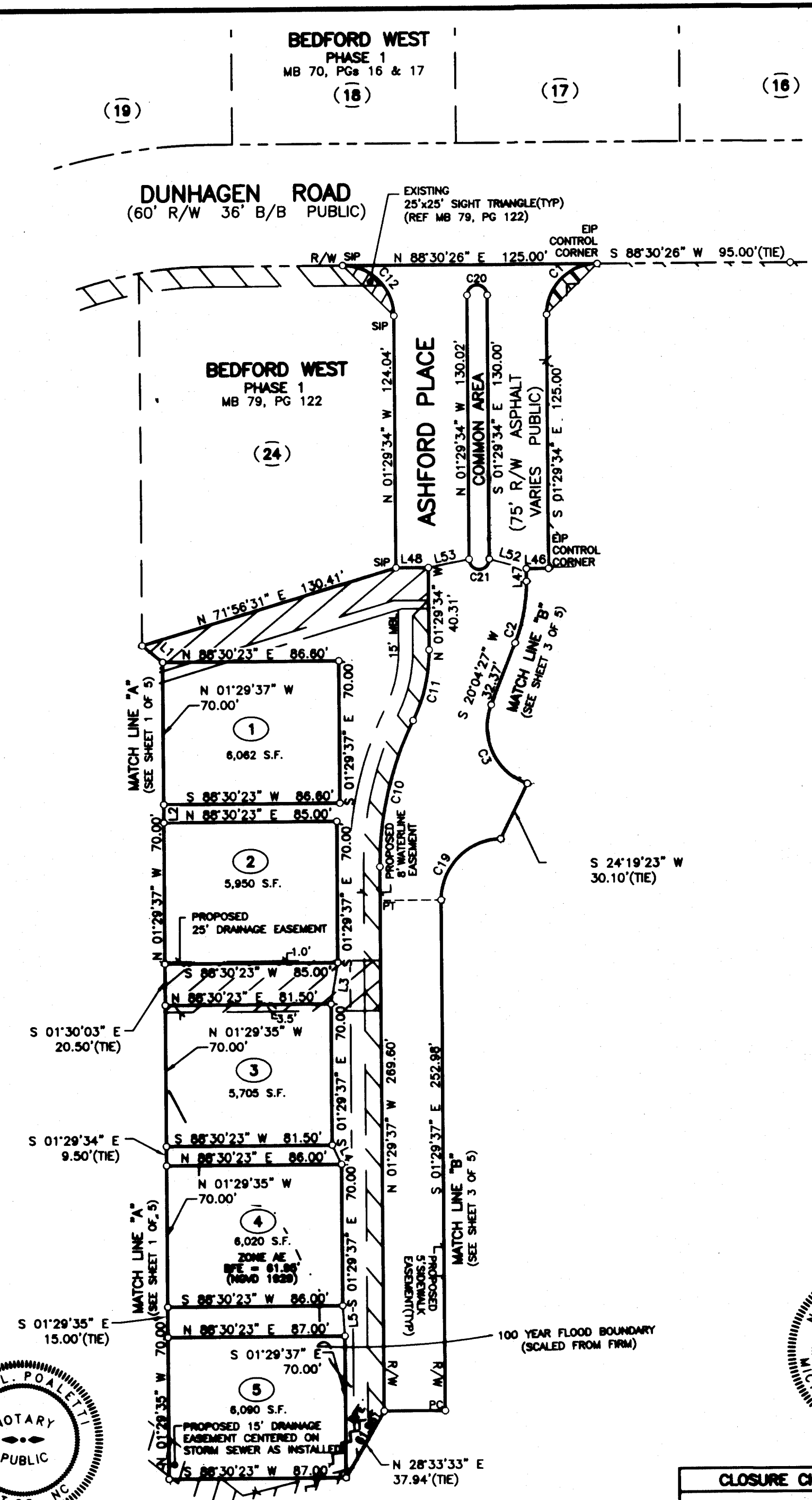
APPROVAL
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 SIGNED: [Signature]
 CITY PLANNER

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

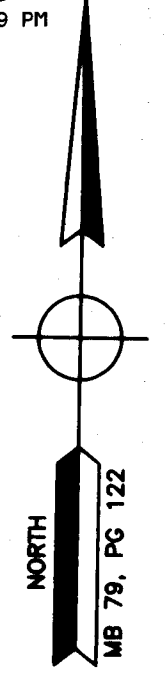
CLOSURE CHECK BOUNDARY
 CHECKED: JBE DATE: 08/09/2016

CERTIFICATION
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.(OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE(S) THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 20th DAY OF SEPTEMBER, 2016.
 SIGNED: [Signature] REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 SIGNED: [Signature] DATE: 11/14/16
 REVIEW OFFICER

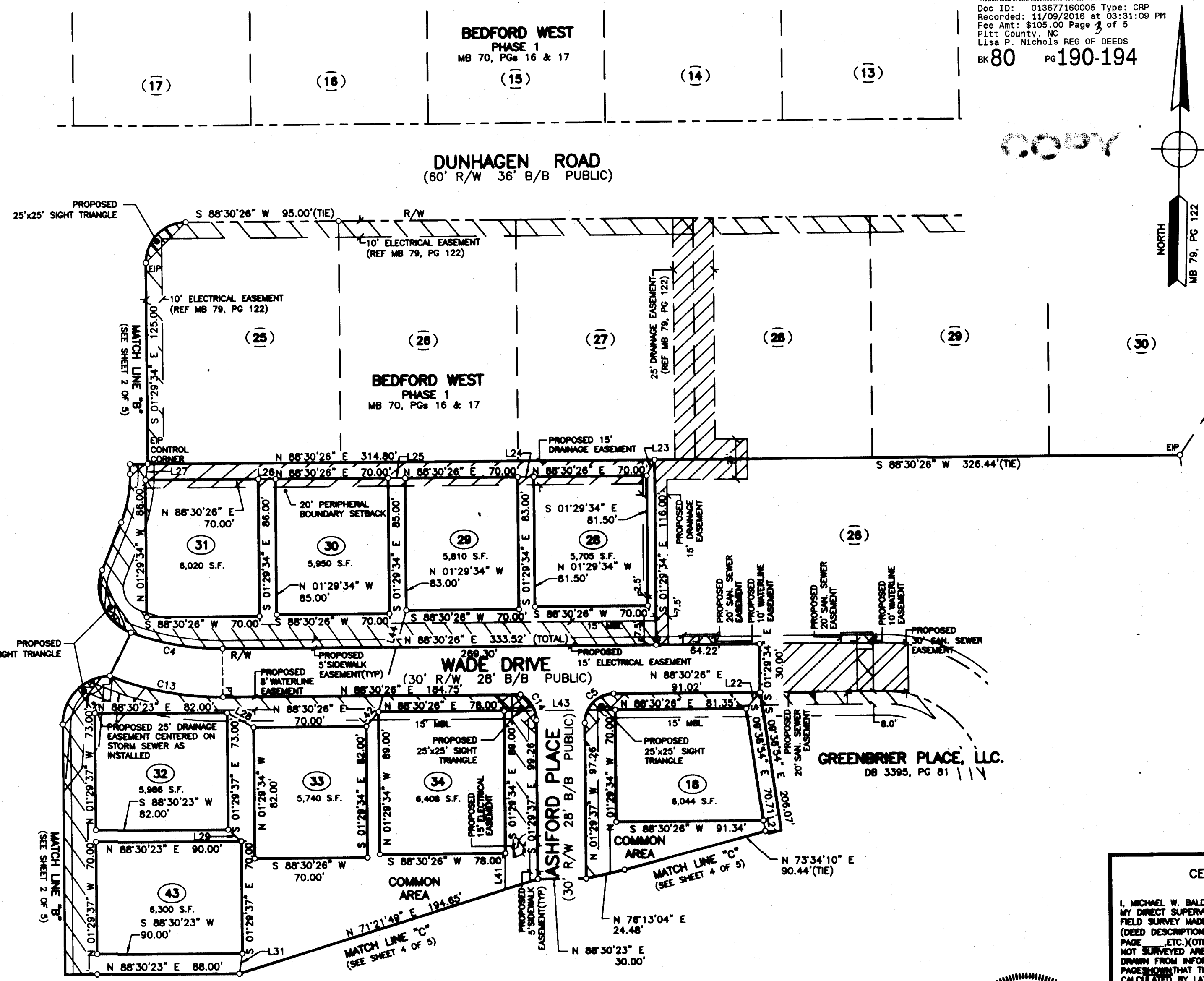


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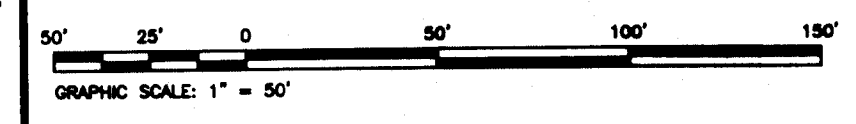


TIE LINE TABLE		
COURSE	BEARING	DISTANCE
L21	N 9°37'50" W	6.80'
L22	N 39°26'46" E	13.24'
L23	S 25°04'20" W	11.18'
L24	S 88°30'26" W	10.00'
L25	S 88°30'26" W	10.50'
L26	S 88°30'26" W	9.29'
L27	S 6°55'55" W	10.12'
L28	S 62°03'07" E	18.74'
L29	S 49°02'33" E	10.89'
L31	S 7°35'56" W	12.66'
L41	N 0°41'51" W	41.55'
L42	S 55°11'55" W	16.39'
L44	N 12°36'16" E	64.96'

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C4	S 81°04'30" E	57.86'	160.00'	58.18
C5	S 43°30'25" W	25.46'	18.00'	28.27
C13	S 80°40'52" E	71.28'	190.00'	71.71
C14	S 32°51'36" E	18.74'	18.00'	19.71



Attachment Number 2 Page 3 of 5



PARCEL #51642
 TAX MAP #4686-13-9175
 PARCEL #77438
 TAX MAP #4686-13-4116

FINAL PLAT SHEET 3 OF 5

GREENBRIER PLACE
 SECTION 1
 REFERENCE: DEED BOOK 3395, PAGE 83 AND DEED BOOK 3395, PAGE 81 OF THE PITT COUNTY REGISTER OF DEEDS
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: GREENBRIER PLACE, LLC.
 ADDRESS: 2285 COUNTY HOME ROAD GREENVILLE, N.C. 27858
 PHONE: (252) 341-7980

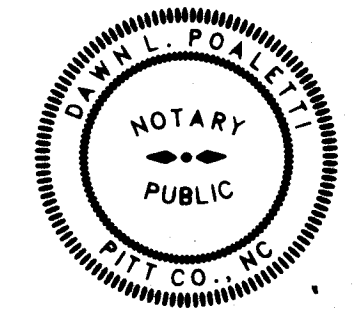
Baldwin Design Consultants, PA
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 3395 PAGE 81
 DEED BOOK 3395 PAGE 83
 DEED BOOK 3395 PAGE 83
 NC REGISTRATION NO. L-3082

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBMISSION IS MADE AT THE REQUEST OF
 SWORN AND SUBSCRIBED BEFORE ME THIS 16th DAY OF September, 2016.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2019

APPROVAL
 THIS FINAL PLAT NO. 16-51 WAS APPROVED BY THE SUBMISSION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 14th DAY OF September, 2016.
 SIGNED: [Signature]
 CITY PLANNER

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



CERTIFICATION
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGES 83 AND 81 OF DEED BOOK 3395 AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH SECTION 47-30 AS AMENDED; WITNESS MY HAND AND SEAL THIS 28th DAY OF August, 2016.
 SIGNED: [Signature]
 REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 SIGNED: [Signature]
 DATE: 08/09/2016

CLOSURE CHECK BOUNDARY
 CHECKED: JBE DATE: 08/09/2016

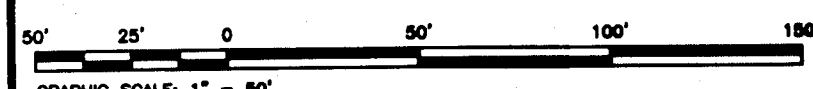
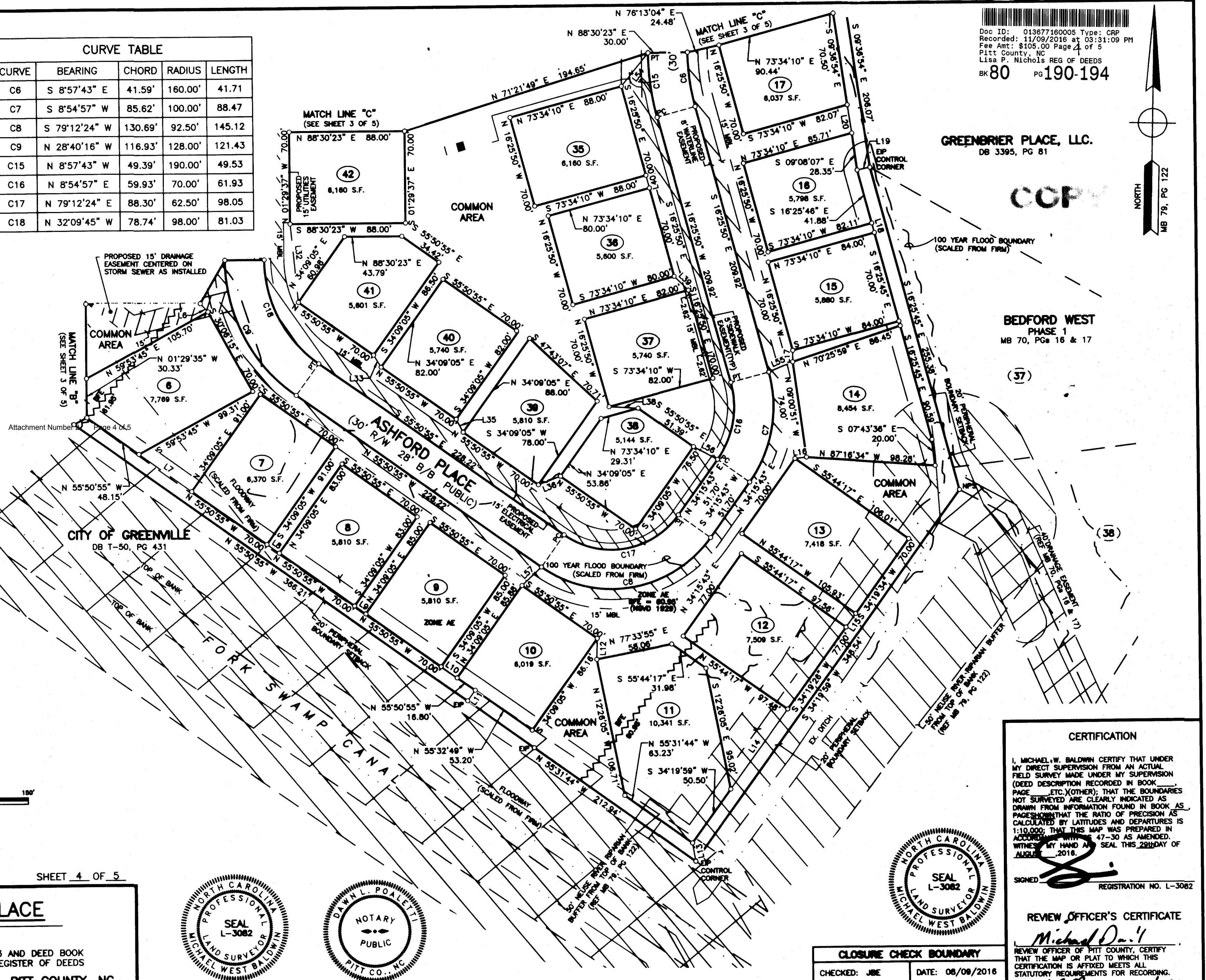
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GREENBRIER PLACE, LLC.
 DB 3395, PG 81

BEDFORD WEST
 PHASE 1
 MB 70, PGs 16 & 17

TIE LINE TABLE		
COURSE	BEARING	DISTANCE
L6	S 43°50'55" E	8.60'
L7	S 55°50'55" E	49.15'
L8	S 55°50'55" E	11.50'
L9	S 55°50'55" E	10.50'
L10	S 55°50'55" E	15.00'
L11	S 34°18'28" W	10.00'
L12	S 0°08'27" W	16.07'
L13	S 10°57'14" E	14.11'
L14	N 34°19'59" E	75.17'
L15	N 34°25'41" E	12.75'
L16	N 82°43'39" E	8.84'
L17	N 1°01'52" W	8.74'
L18	N 16°25'42" W	7.50'
L19	N 76°58'40" E	10.02'
L20	N 10°14'38" W	21.63'
L32	S 7°00'34" E	59.83'
L33	S 32°33'43" E	10.89'
L35	S 31°54'51" E	12.58'
L36	N 67°48'50" E	18.04'
L38	S 88°03'25" E	22.21'
L39	S 46°48'31" E	15.07'
L40	N 16°25'50" W	10.00'
L54	S 37°40'27" W	32.61'
L55	S 66°02'54" W	19.85'
L56	S 62°57'53" E	20.69'
L57	S 45°32'38" W	20.52'

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C6	S 8°57'43" E	41.59'	160.00'	41.71
C7	S 8°54'57" W	85.62'	100.00'	88.47
C8	S 79°12'24" W	130.69'	92.50'	145.12
C9	N 28°40'16" W	116.93'	128.00'	121.43
C15	N 8°57'43" W	49.39'	190.00'	49.53
C16	N 8°54'57" E	59.93'	70.00'	61.93
C17	N 79°12'24" E	88.30'	62.50'	98.05
C18	N 32°09'45" W	78.74'	98.00'	81.03



PARCEL #51642
 TAX MAP #4686-13-9175
 PARCEL #77438
 TAX MAP #4686-13-4116

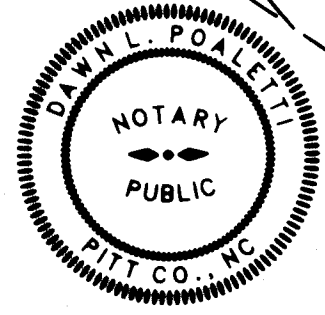
FINAL PLAT SHEET 4 OF 5

GREENBRIER PLACE
 SECTION 1
 REFERENCE: DEED BOOK 3395, PAGE 83 AND DEED BOOK 3395, PAGE 81 OF THE PITT COUNTY REGISTER OF DEEDS
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: GREENBRIER PLACE, LLC.
 ADDRESS: 2285 COUNTY HOME ROAD GREENVILLE, N.C. 27858
 PHONE: (252) 341-7980

Baldwin Design Consultants, PA
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.758.1380

SURVEYED: BW	APPROVED: MWB
DRAWN: JBE	DATE: 08/29/2016
CHECKED: MWB	SCALE: 1" = 50'



SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 3395 PAGE 81
 DEED BOOK 3395 PAGE 83
 DEED BOOK 3395 PAGE 83
 NC REGISTRATION NO. L-3082

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
 SWORN AND SUBSCRIBED BEFORE ME THIS 28th DAY OF September, 2016.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2019

APPROVAL
 THIS FINAL PLAT NO. 16-51 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 14th DAY OF September, 2016.
 SIGNED: [Signature]
 CITY PLANNER

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

CLOSURE CHECK BOUNDARY
 CHECKED: JBE DATE: 08/08/2016

CERTIFICATION
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.(OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGES THAT THE RATIO OF PRECISION IS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH 47-30 AS AMENDED. WITNES MY HAND AND SEAL THIS 28th DAY OF AUGUST, 2016.
 SIGNED: [Signature] REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER: [Signature] DATE: [Signature]

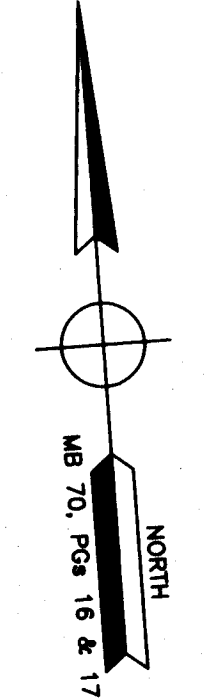
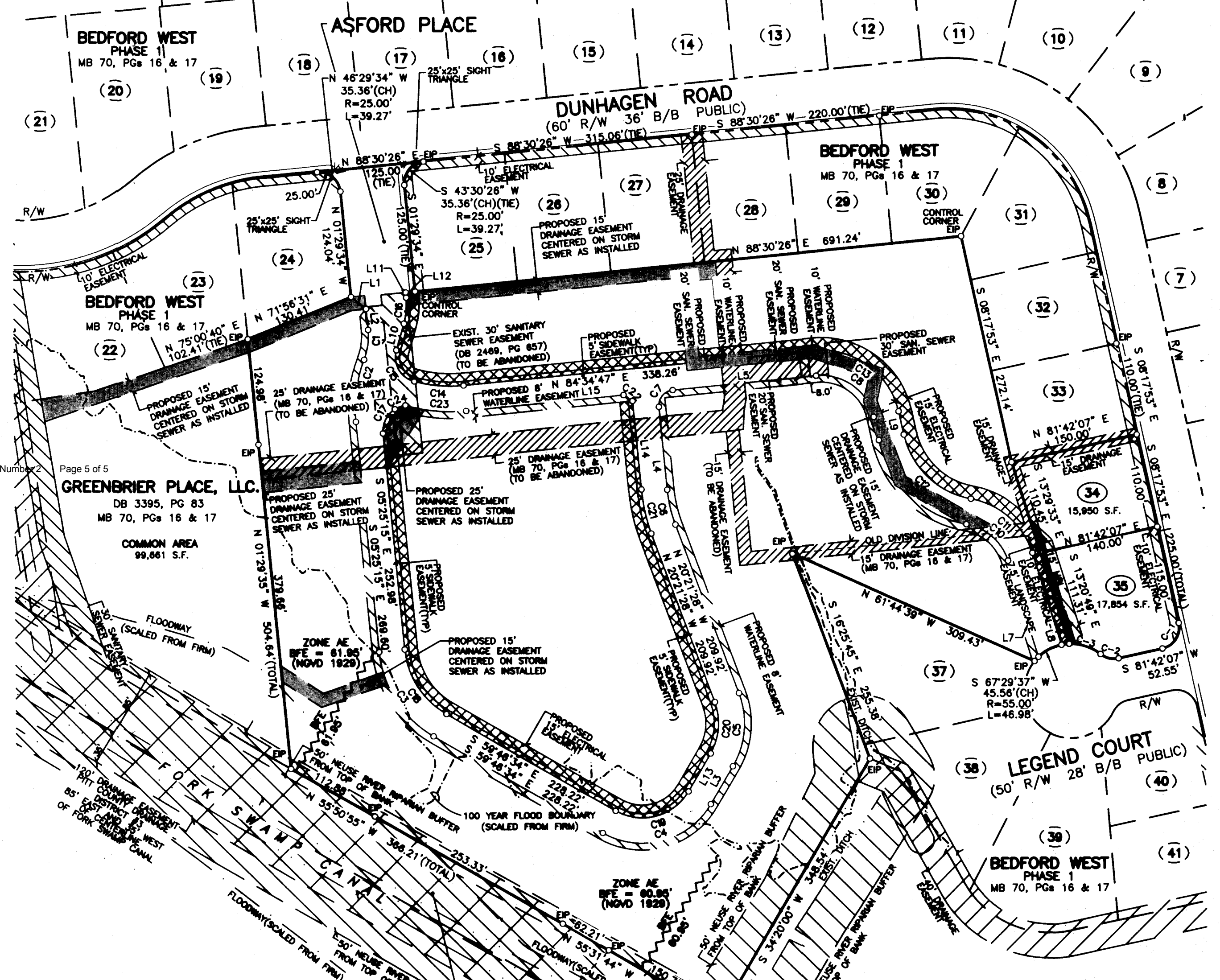
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COPY

Doc ID: 013677160005 Type: CRP
Recorded: 11/09/2016 at 03:31:09 PM
Fee Amt: \$105.00 Page 5 of 5
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 80 PG 190-194

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 50°29'23" E	22.60'
L2	S 5°25'13" E	24.67'
L3	S 30°20'04" W	51.70'
L4	S 5°25'15" E	97.26'
L5	N 84°34'47" E	168.14'
L6	S 12°13'32" E	27.77'
L7	S 17°16'28" E	117.50'
L8	N 17°16'28" W	112.03'
L9	N 12°13'32" W	27.77'
L10	N 16°08'48" E	32.37'
L11	N 5°25'13" W	5.62'
L12	N 84°34'47" E	11.00'
L13	N 30°20'04" E	51.70'
L14	N 5°25'15" W	103.96'
L15	S 84°34'47" W	184.75'

CURVE TABLE				
CURVE	RADIUS	CHORD	CHORD BEARING	LENGTH
C1	78.00'	35.60'	S 07°46'20" W	35.92'
C2	162.00'	73.95'	S 07°46'18" W	74.80'
C3	128.00'	116.93'	S 32°35'55" E	121.43'
C4	92.50'	130.69'	N 75°16'45" E	145.12'
C5	100.00'	85.62'	N 04°59'18" E	88.47'
C6	160.00'	41.59'	N 12°53'22" W	41.71'
C7	18.00'	25.46'	N 39°34'46" E	28.27'
C8	82.50'	82.99'	S 53°49'22" E	90.75'
C9	128.00'	141.97'	S 45°54'29" E	150.49'
C10	82.50'	64.67'	S 48°25'57" E	67.98'
C11	92.50'	95.72'	N 48°25'57" W	100.80'
C12	98.00'	108.70'	N 45°54'29" W	115.22'
C13	92.50'	122.82'	N 53°49'22" W	134.31'
C14	160.00'	57.86'	N 85°00'09" W	58.18'
C15	30.00'	42.70'	N 29°13'08" W	47.51'
C16	82.00'	30.68'	N 05°21'48" E	30.87'
C17	30.00'	42.06'	S 39°05'14" W	46.61'
C18	98.00'	78.74'	S 38°05'23" E	81.03'
C19	82.50'	88.30'	N 75°16'45" E	98.05'
C20	70.00'	59.93'	N 04°59'18" E	61.93'
C21	190.00'	52.67'	S 12°23'28" E	52.84'
C22	18.00'	11.23'	N 48°58'52" W	11.42'
C23	190.00'	71.28'	S 84°36'31" E	71.71'
C24	30.00'	13.29'	S 70°47'36" W	13.41'



LEGEND

- EIP = EXISTING IRON PIPE
- R/W = RIGHT-OF-WAY
- B/B = BACK OF CURB TO BACK OF CURB
- CH = CHORD
- R = RADIUS
- L = LENGTH
- TYP = TYPICAL
- MBL = MINIMUM BUILDING LINE
- C/L = CENTERLINE
- SAN. = SANITARY

CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGESHOWING THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH PGS 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 29th DAY OF AUGUST, 2016.

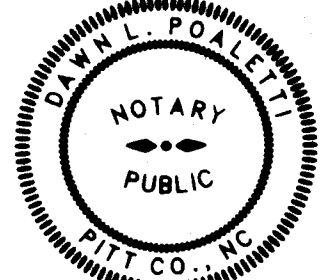
SIGNED: *[Signature]* REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE

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

SIGNED: *[Signature]* DATE: _____
REVIEW OFFICER

CLOSURE CHECK BOUNDARY
CHECKED: JBE DATE: 08/09/2016



PARCEL #51642
TAX MAP #4686-13-9175
PARCEL #77438
TAX MAP #4686-13-4116

FINAL PLAT SHEET 5 OF 5

GREENBRIER PLACE
SECTION 1
REFERENCE: DEED BOOK 3395, PAGE 83 AND DEED BOOK 3395, PAGE 81 OF THE PITT COUNTY REGISTER OF DEEDS
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: GREENBRIER PLACE, LLC.
ADDRESS: 2285 COUNTY HOME ROAD GREENVILLE, N.C. 27858
PHONE: (252) 341-7980

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.758.1380

SURVEYED: BW	APPROVED: MWB
DRAWN: NRW	DATE: 08/29/2016
CHECKED: MWB	SCALE: 1" = 100'

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

DEED BOOK 3395 PAGE 81
DEED BOOK 3395 PAGE 83
DEED BOOK 3395 PAGE 81

NC REGISTRATION NO. L-3082

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

SWORN AND SUBSCRIBED BEFORE ME THIS 29th DAY OF August, 2016.

SIGNED: *[Signature]*
NOTARY PUBLIC
MY COMMISSION EXPIRES: 03/28/2019

APPROVAL
THIS FINAL PLAT NO. 16-51 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 14 DAY OF September, 2016.

SIGNED: *[Signature]*
CITY PLANNER

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

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

Y:\DRAWINGS\12-048 BEDFORD TRACE\THE GREEN BRIER\FINAL PLAT SECTION 1 (sh. 5).dwg Wed, Oct 05, 2016--9:27am



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Resolution of Intent to Close a portion of Glen Arthur Avenue from E. Thirteenth Street to E. Fourteenth Street

Explanation: **Abstract:** The City has received a petition from Crones, LLC requesting the closure of a portion of Glen Arthur Avenue from Thirteenth Street to Fourteenth Street as part of planned redevelopment in that area.

Explanation: The City received a petition from Crones, LLC requesting the closure of a portion of Glen Arthur Avenue from Thirteenth Street to Fourteenth Street as shown on the attached map. The petitioner is the owner of the properties adjoining both sides of the street section requested to be closed.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its April 17, 2018, meeting.

The petition has been reviewed by City staff and Greenville Utilities Commission (GUC). As a condition of final street closure, the owner will pay all costs associated with the abandonment of any utilities in the street section to be closed, and a final plat is required to recombine all properties into one parcel.

Fiscal Note: Budgeted funds of \$348 for yearly maintenance of this street section and \$300 for street lighting will no longer be required upon the effective date of the Resolution to Close by City Council. The City will no longer receive Powell Bill funds of \$102 for the closed street section.

Recommendation: Approve the Resolution of Intent to Close a portion of Glen Arthur Avenue, setting a public hearing on June 14, 2018, to consider the Resolution to Close.

ATTACHMENTS:

- ▣ **Glen_Arthur_Avenue_Intent_to_Close_Resolution_1078911**
- ▣ **Glen Arthur Map**

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF GLEN ARTHUR AVENUE
FROM E. THIRTEENTH STREET TO E. FOURTEENTH STREET

WHEREAS, the City Council intends to close a portion of Glen Arthur Avenue in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close said street right-of-way, more particularly described as follows:

- To Wit: Being the 49.5 foot wide right of way of Glen Arthur Avenue as shown on that plat entitled "Street Closing Map For Glen Arthur Avenue", prepared by Gary S. Miller & Associates, P.A.
- Location: Lying and being in the City of Greenville, Pitt County, North Carolina and being located on the south side of E. Thirteenth Street, on the north side of E. Fourteenth Street, east of Cotanche Street, and west of Charles Boulevard, and being more particularly described as follows:
- Description: Beginning at an existing re-bar located at the intersection of the eastern right of way of Cotanche Street and the southern right of way of E. Thirteenth Street said re-bar having NC Grid Coordinates N=678107.47 feet, and E= 2483640.04 feet; thence running along the southern right of way of E. Thirteenth Street, S 78-55-33 E - 264.16 feet to an existing iron pipe located at the intersection of the southern right of way of E. Thirteenth Street and the western right of way of Glen Arthur Avenue the POINT OF BEGINNING; thence from said point of beginning, S 77-14-23 E - 48.27 feet to an existing iron pipe located at the intersection of the southern right of way of E. Thirteenth Street and the eastern right of way of Glen Arthur Avenue; thence leaving the southern right of way of E. Thirteenth Street and running along the eastern right of way of Glen Arthur Avenue, S10-33-24W - 329.57 feet to a point located at the intersection of the northern right of way of E. Fourteenth Street and the eastern right of way of Glen Arthur Avenue; thence N79-16-58W - 51.67 feet to a point located at the intersection of the northern right of way of E. Fourteenth Street and the western right of way of Glen Arthur

Avenue; thence leaving the northern right of way of E. Fourteenth Street and running along the western right of way of Glen Arthur Avenue, N 11-09-07 E - 331.30 feet to the POINT OF BEGINNING containing 0.379 acres.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 14th day of June, 2018, at 6:00 p.m., to consider the advisability of closing the aforesaid street. At such public hearing, all objections and suggestions will be duly considered.

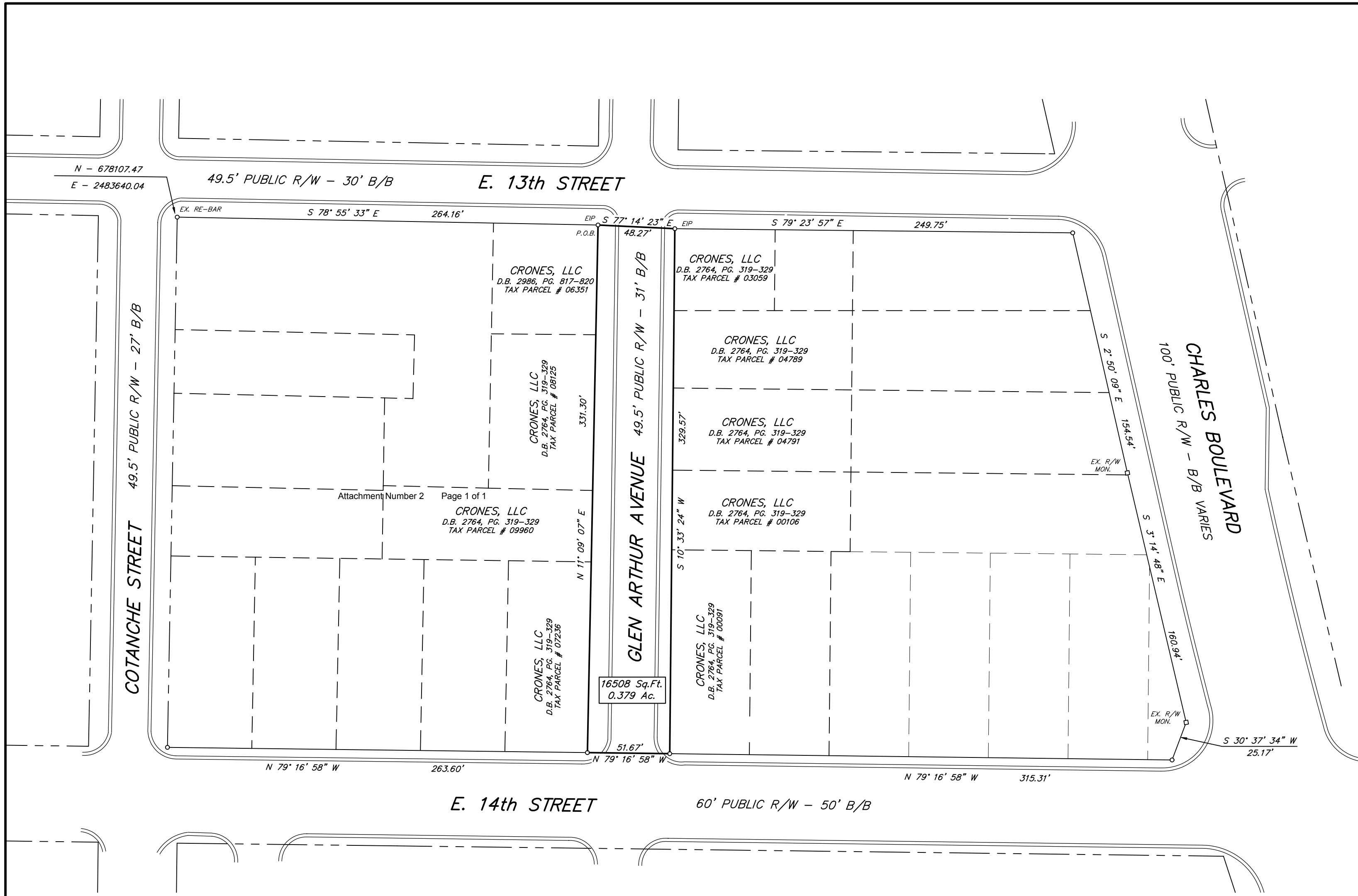
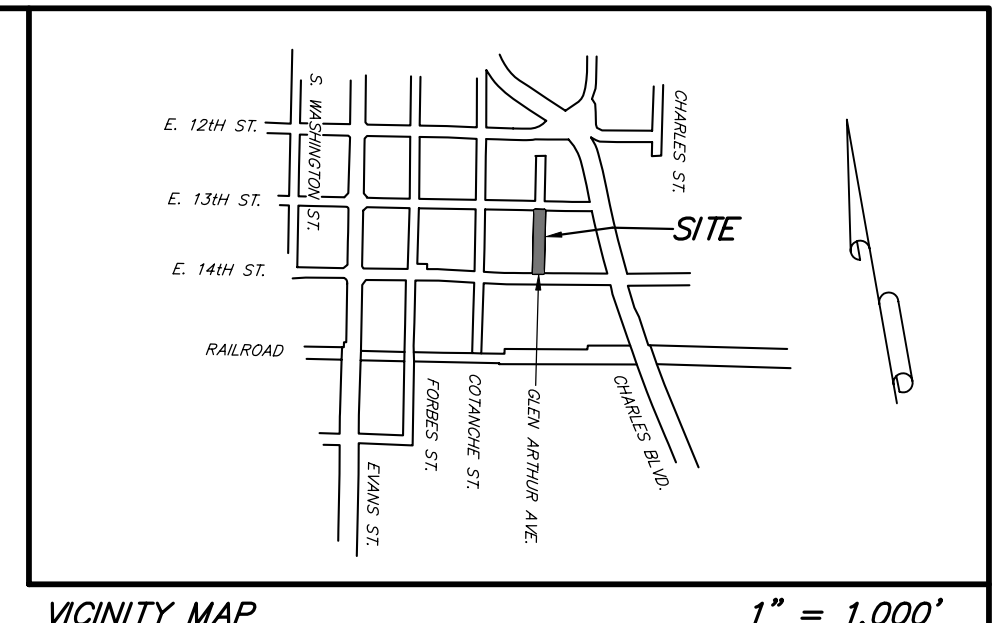
BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that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

Duly adopted this the 7th day of May, 2018.

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



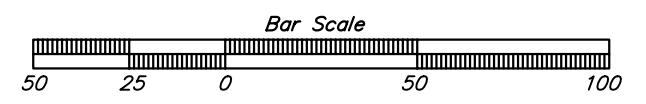
CERTIFICATION
 I, GARY S. MILLER, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY MIKE PHILLIPS THAT THIS CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000+ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 2nd DAY OF MARCH, 2018 A.D.

SIGNED _____
 PROFESSIONAL LAND SURVEYOR NO. L-2562

- NOTES:**
- ALL BEARINGS ARE NC GRID. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
 - THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL #3720468700K, EFFECTIVE DATE: 07/07/2014, ZONE X.
 - NO POINTS SET UNLESS NOTED OTHERWISE.

LEGEND:

EIP - EXISTING IRON PIPE
 R/W - RIGHT OF WAY
 B/B - BACK TO BACK
 P.O.B. - POINT OF BEGINNING



SHEET 1 OF 1

MAP FOR STREET CLOSING OF GLEN ARTHUR AVENUE

BEING GLEN ARTHUR AVENUE BETWEEN E. 13th ST. & E. 14th ST. GREENVILLE, GREENVILLE TOWNSHIP PITT COUNTY, NORTH CAROLINA

GARY S. MILLER & ASSOCIATES, P.A.
 LAND SURVEYORS
 GARY S. MILLER, PLS
 1803 South Charles Blvd.
 Greenville, N.C. 27858
 Phone (252)756-7878
 Fax (252)756-0785
 License # C-0225

SURVEYED: MCP	APPROVED: GSM
DRAWN: BLW	DATE: 03-02-18
CHECKED: GSM	SCALE: 1" = 50'

WO # 18019 FB # 378

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

DEED BOOK	PAGE
DEED BOOK	PAGE
MAP BOOK	156
MAP BOOK	176
MAP BOOK	190

N.C. REG. NO. L-2562

MAYOR'S CERTIFICATE
 THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE _____

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

REVIEW OFFICER
 STATE OF NORTH CAROLINA COUNTY OF PITT

I, _____ REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
 DATE _____

NORTH CAROLINA, PITT COUNTY I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT GARY S. MILLER, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20 ____.

NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Approval of submitting an application for a N.C. Recreational Trails Program Grant

Explanation: **Abstract:** A North Carolina Recreational Trails Program grant is available that would support development of a primitive mountain bike trail on City-owned property on East Second Street, which is the former City landfill site. Staff would like approval to submit an application for this grant.

Explanation: The Recreation and Parks Department has been invited to submit a second round (Part B) grant application for the N.C. Recreational Trails Program, following submission of a preliminary application. City Council's approval to move forward with the second round grant request is required by the funders and would allow the department to apply for \$100,000 in State trails money, with a goal of developing a 1.6 mile mountain bike trail on City-owned property on East Second Street (former City landfill site).

Development of this property is an Action Step of Priority Item 7 in the City's 2018-2020 Goals and Priorities.

The mountain bike trail on this site would connect to and be accessible from the existing Green Mill Run Greenway.

Fiscal Note: If awarded, the grant would require a \$25,000 City match.

Recommendation: Approve moving forward with the completion and submission of Part B of the grant application.



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Resolution and Deed of Release for Greenville Utilities Commission to abandon an existing access easement in return for a new access easement at and land surrounding the Proctor & Gamble Substation

Explanation: **Abstract:** Greenville Utilities Commission seeks to abandon an existing access easement in return for a new 30' wide access easement at the property commonly known as the Proctor & Gamble Substation located on Industrial Boulevard.

Explanation: GUC wishes to abandon an Access Easement for Ingress, Egress, and Regress to what is commonly known as the Proctor & Gamble or "P&G" Substation on Industrial Boulevard described in Deed Book 562 at Page 252, Pitt County Public Registry, 30' in width located along the electrical substation eastern boundary line, but the location of which is uncertain and subject to interpretation, in return for a new 30' wide access easement. At its April 19, 2018 regular meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting the City Council to abandon the existing access easement in return for a new 30' wide access easement, and to execute a Deed of Release in favor of the North Carolina Eastern Municipal Power Agency in return for (1) a Deed of Access Easement from the NCEMPA in favor of the City of Greenville for the use and benefit of Greenville Utilities Commission, and (2) a Gift Deed from PARBEC, LLC, to the City of Greenville for the use and benefit of Greenville Utilities Commission, of property surrounding the "P&G" Substation deemed surplus to its needs.

Fiscal Note: No costs to the City.

Recommendation: Authorize the execution of the attached Resolution and Deed of Release abandoning an existing access easement in return for (1) the conveyance of a new access easement and (2) the conveyance of land surrounding the "P&G" Substation to the City of Greenville for the use and benefit of GUC.

ATTACHMENTS:

- ▣ Resolution
- ▣ Deed of Release - P&G Substation

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GREENVILLE, NORTH CAROLINA, ABANDONING AN ACCESS EASEMENT
FOR INGRESS, EGRESS, AND REGRESS
(DEED BOOK 562 AT PAGE 252, PITT COUNTY PUBLIC REGISTRY)
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION
AND AUTHORIZING EXECUTION OF DEED OF RELEASE
AND ACCEPTING NEW ACCESS EASEMENT

Attachment Number 1 Page 1 of 5

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained an Access Easement for Ingress, Egress, and Regress to and from the electrical substation property commonly known as the Procter & Gamble or "P&G" Substation on Industrial Boulevard, over an existing roadway approximately thirty feet (30') in width and located along the electrical substation eastern boundary line (the location of which is uncertain and subject to interpretation), which said easement is more particularly described in Deed Book 562 at Page 252, Pitt County Public Registry; and

WHEREAS, PARBEC, LLC, the current owner of such property, has requested the City of Greenville ("City") and Greenville Utilities Commission ("Commission") to abandon such Access Easement as hereinafter described as to be abandoned, and said owner has requested the City to acknowledge such abandonment and execute a Deed of Release for same; and

WHEREAS, for and in consideration of such abandonment, a new access easement with specific dimensions is being granted to the City of Greenville for the use and benefit of Greenville Utilities Commission; and

WHEREAS, PARBEC, LLC, has also agreed to donate to the City of Greenville for the use and benefit of Greenville Utilities Commission property surrounding the "P&G" Substation deemed surplus to its needs to allow for future expansion as shown on the attached preliminary plat dated October 16, 2017.

WHEREAS, Commission anticipates no use or need now or in the future for the Access Easement hereinafter described as to be abandoned which is being replaced with a new Access Easement with specific dimensions, all as shown on that certain plat entitled "North Carolina Eastern Municipal Power Agency and Greenville Utilities Commission Greenville Township ~ Pitt County ~ North Carolina" recorded in Map Book _____, Page _____, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of the said Access Easement to be abandoned; and

WHEREAS, Commission desires to abandon such Access Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled

"P&G Substation Easement to be Abandoned Pitt Co., NC" dated January 16, 2018 prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, telephone (252) 752-7166, fax (252) 329-2172, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Access Easement to be abandoned; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and has requested the City to acknowledge such abandonment and release of such Access Easement as shown on such plat as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, in Regular Session held in the City Council Chambers of City Hall of the City of Greenville, North Carolina, on the _____ day of _____, 2018, as follows:

1. That the City Council of the City of Greenville does hereby abandon such Access Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission in Deed Book 562 at Page 252, Pitt County Public Registry, which said Access Easement to be abandoned is shown on that certain plat entitled "P&G Substation Easement to be Abandoned Pitt Co., NC" dated January 16, 2018 prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, telephone (252) 752-7166, fax (252) 329-2172, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Access Easement to be abandoned.

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to The City of Greenville for the use and benefit of Greenville Utilities Commission, the current owner of the property encumbered by such Access Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to the Access Easement to be abandoned as hereinabove described, and accepting a new Access Easement for the use and benefit of Commission for ingress, egress, and regress to the electric substation site.

3. That the City Council of the City of Greenville accept: (1) the conveyance of a new Access Easement; and (2) the conveyance of a tract of land surrounding the "P&G" Substation as described herein as consideration for such abandonment.

Adopted this the _____ day of _____, 2018.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

Attachment Number 1 Page 3 of 5

ATTEST

CAROL L. BARWICK, CITY CLERK

[SEAL]

PRELIMINARY PLAT; NOT FOR RECORDATION, CONVEYANCES, OR SALES

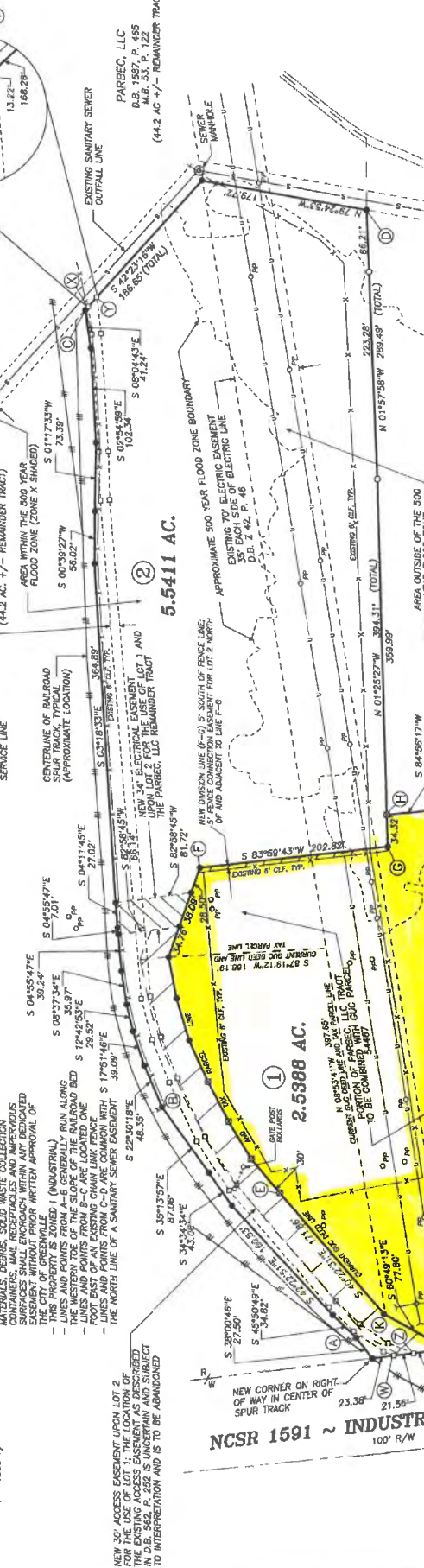
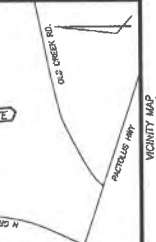


NEW 10' GAS LINE EASEMENT

BEARING	DISTANCE
N 89°58'53"W	59.97'
S 89°02'05"E	38.47'
N 45°13'07"W	35.47'
S 45°15'25"W	164.55'
N 25°16'31"W	69.27'
N 21°02'46"W	48.42'
S 21°02'46"E	48.42'
N 04°28'37"W	534.48'
N 01°10'40"W	51.74'
N 33°09'16"W	127.11'
N 33°47'07"W	36.44'

CALLS FOR WEST SIDE OF EASEMENT

BEARING	DISTANCE
S 89°02'05"E	11.87'
S 89°02'05"E	38.47'
N 45°13'07"W	35.47'
S 45°15'25"W	164.55'
N 25°16'31"W	70.27'
N 21°02'46"W	48.36'
S 21°02'46"E	48.36'
N 04°28'37"W	535.89'
N 01°10'40"W	51.74'
N 33°09'16"W	127.11'
N 33°47'07"W	36.44'



NEW 30' ADDRESS EASEMENT UPON LOT 2

BEARING	DISTANCE
S 04°55'47"E	36.24'
S 04°37'34"E	35.97'
S 10°40'50"E	29.42'
S 17°51'46"E	39.09'
S 22°30'18"E	48.35'
S 57°13'57"E	87.08'
S 34°33'54"E	43.50'
S 30°00'46"E	27.50'
S 45°50'49"E	34.82'
S 87°18'33"E	364.85'
S 03°18'53"E	56.02'
S 00°39'02"W	73.39'
S 01°17'13"W	103.34'
S 08°54'59"E	112.24'
S 09°02'30"E	166.85' (TOTAL)

NEW 10' GAS LINE EASEMENT

BEARING	DISTANCE
N 89°58'53"W	59.97'
S 89°02'05"E	38.47'
N 45°13'07"W	35.47'
S 45°15'25"W	164.55'
N 25°16'31"W	69.27'
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N 04°28'37"W	534.48'
N 01°10'40"W	51.74'
N 33°09'16"W	127.11'
N 33°47'07"W	36.44'

CALLS FOR EAST SIDE OF EASEMENT

BEARING	DISTANCE
N 89°58'53"W	59.97'
S 89°02'05"E	38.47'
N 45°13'07"W	35.47'
S 45°15'25"W	164.55'
N 25°16'31"W	70.27'
N 21°02'46"W	48.36'
S 21°02'46"E	48.36'
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NEW 30' ADDRESS EASEMENT UPON LOT 2

BEARING	DISTANCE
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S 87°18'33"E	364.85'
S 03°18'53"E	56.02'
S 00°39'02"W	73.39'
S 01°17'13"W	103.34'
S 08°54'59"E	112.24'
S 09°02'30"E	166.85' (TOTAL)

SITE DATA

TOTAL AREA	6.0789 AC
TOTAL NUMBER OF LOTS	2 (1 NEW LOT)
AREA IN COMMON AREAS:	0
AREAS, CEMETERIES AND THE LIKE:	0

CALL TABLE FROM POINT E TO POINT F

BEARING	DISTANCE
S 38°59'13"E	47.80'
S 30°42'09"E	47.33'
S 19°29'26"E	48.67'
S 23°50'23"E	47.34'
S 19°29'03"E	47.34'
S 10°42'59"E	48.10'
S 18°42'58"W	101.37' (TOTAL)

REFERENCES

D.B. 562, P. 222
S 89°02'05"E
U.S. 53, P. 122
PITTS COUNTY REGISTRY

LEGEND

(O) EXISTING IRON PIPE
(X) EXISTING IRON BAR
(●) IRON PIPE SET
(- - -) R/W RIGHT OF WAY
(---) OVERHEAD UTILITIES
(---) CHAIN LINK FENCE

GRAPHIC SCALE - FEET

80 0 80 160 240

SCALE: 1" = 80'

SHEET 1 OF 1

EXISTING P.K. NAIL IN THE CENTER OF INTERSECTION OF NCSR 1531 (N GREEN ST) AND NCSR 1559

ANTHONY J. PAPALAS AND WIFE
MARIE F. PAPALAS
D.B. 317, P. 51

PARBEC, LLC
U.S. 53, P. 122
(44.2 AC +/-) - REMAINDER TRACT

PARBEC, LLC
U.S. 53, P. 122
(44.2 AC +/-) - REMAINDER TRACT

PARBEC, LLC
U.S. 53, P. 122
(44.2 AC +/-) - REMAINDER TRACT

PARBEC, LLC
U.S. 53, P. 122
(44.2 AC +/-) - REMAINDER TRACT

PARBEC, LLC
U.S. 53, P. 122
(44.2 AC +/-) - REMAINDER TRACT

PARBEC, LLC
U.S. 53, P. 122
(44.2 AC +/-) - REMAINDER TRACT

Attachment Number 1

Attachment Number 1

Attachment Number 1

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

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CONVEYANCES, OR SALES

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

SURVEYOR'S CERTIFICATE

I, STEPHEN A. SMALL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ORIGINAL SURVEY OF THE LAND DESCRIBED IN THIS INSTRUMENT AND THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED: _____
DATE: _____

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____ DAY OF _____, 2018.

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO THE PUBLIC THE SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN ON SAID PLAT.

SIGNED: _____
DATE: _____

APPROVAL

THIS FINAL PLAT WAS APPROVED BY THE SUBMISSION REVIEW BOARD OF THE GREENVILLE PLANNING DEPARTMENT ON _____ DAY OF _____, 2018.

SIGNED: _____
CITY PLANNER

OWNER'S STATEMENT

THIS IS EVIDENCE THAT THIS SUBMISSION IS MADE AT THE REQUEST OF _____ AND WE HEREBY SWORN AND SUBSCRIBE TO BEFORE ME THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC
MY COMMISSION EXPIRES 10-12-19

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED AT GREENVILLE, NORTH CAROLINA IS: DEED BOOK: _____ PAGE: _____ DEED BOOK: 1587 PAGE: 365

INC. REGISTRATION NO. L-2723

OWNER
CITY OF GREENVILLE
P.O. BOX 1647
GREENVILLE, NC 27635

OWNER'S ADDRESS
3933 MOBLEY'S BRIDGE ROAD
GRIMESLAND, NC 27837

MUNICIPAL POWER AGENCY
GREENVILLE TOWNSHIP ~ PITTS COUNTY ~ NORTH CAROLINA

OWNER: CITY OF GREENVILLE
ADDRESS: P.O. BOX 1647
PHONE: GREENVILLE, NC 27635

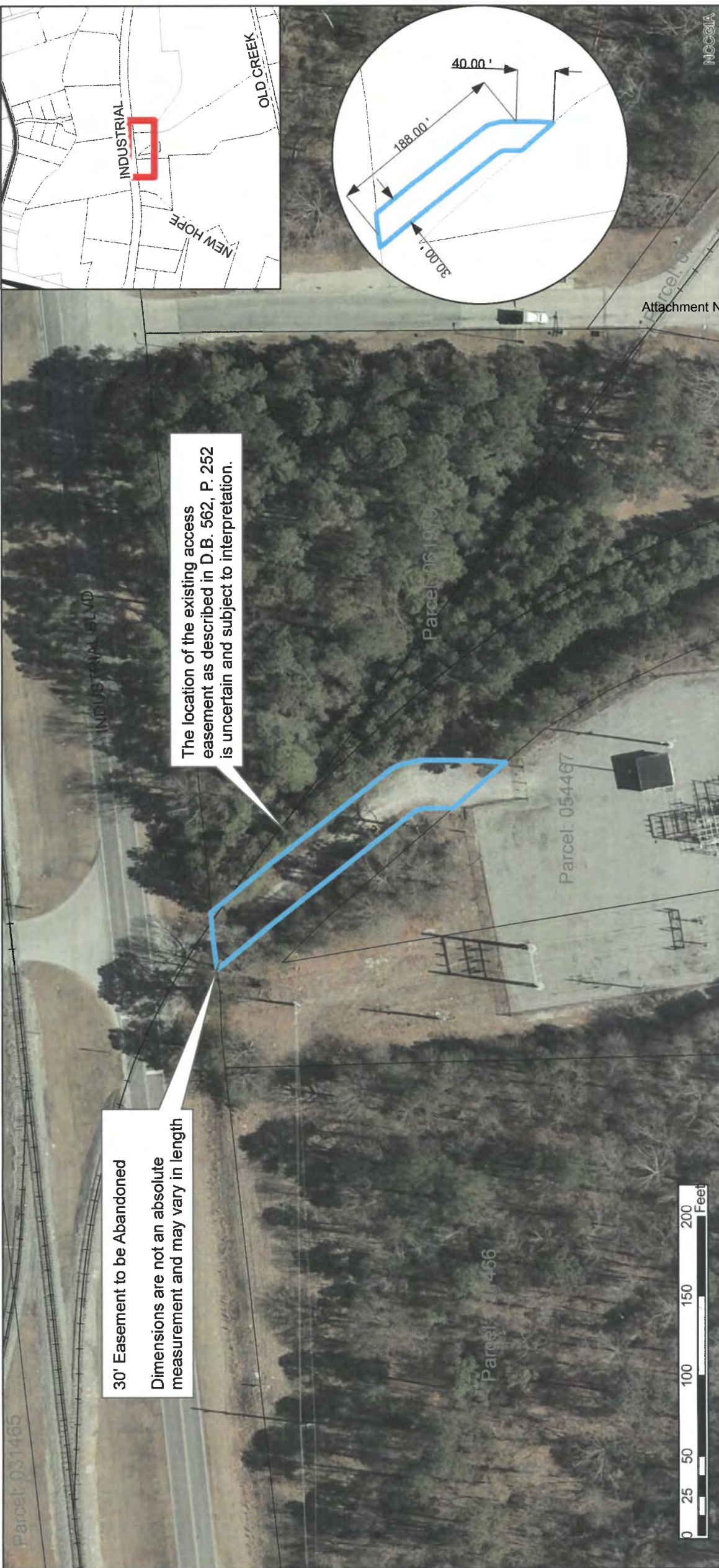
GREENVILLE UTILITIES COMMISSION
GREENVILLE TOWNSHIP ~ PITTS COUNTY ~ NORTH CAROLINA

OWNER: PARBEC, LLC
ADDRESS: 3933 MOBLEY'S BRIDGE ROAD
PHONE: GRIMESLAND, NC 27837

Surveillance Associates Inc
2071 Hill Road, Suite 200
Greenville, North Carolina 27605
(864) 781-1200 Fax (864) 781-1201

SURVEYED: DJM APPROVED: SMS
DRAWN: CLB DATE: 10-16-17
CHECKED: JAD SCALE: 1" = 80'

171.40



30' Easement to be Abandoned
 Dimensions are not an absolute measurement and may vary in length

The location of the existing access easement as described in D.B. 562, P. 252 is uncertain and subject to interpretation.

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

**P&G Substation
 Easement to be Abandoned
 Pitt Co., NC**

Date Created: 1/16/2018
Created by: GDS
Requested by: Kyle Brown



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

Attachment Number 1 Page 5 of 5

NCCGIA

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

NORTH CAROLINA
PITT COUNTY

**DEED OF RELEASE AND
DEED OF EASEMENT**

THIS DEED OF RELEASE AND DEED OF EASEMENT, made and entered into this the _____ day of _____, 2018, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called CITY), for the use and benefit of Greenville Utilities Commission (hereinafter referred to as the "Commission"), and North Carolina Eastern Municipal Power Agency, a public body and body corporate and politic created under Chapter 159B of the General Statutes of North Carolina, party of the second part (hereinafter called NCEMPA).

W I T N E S S E T H

THAT WHEREAS, the CITY, for the use and benefit of the Commission, previously received an Access Easement for Ingress, Egress, and Regress to and from the electrical substation property commonly known as the Procter & Gamble or "P&G" Substation or Industrial Boulevard, over an existing roadway approximately thirty feet (30') in width and located along the electrical substation eastern boundary line (the location of which is uncertain and subject to interpretation), which said easement (the "Original Access Easement") is more particularly described in that certain Deed with easement ("Original Easement Deed") recorded in Deed Book 562 at Page 252, Pitt County Public Registry, and to which reference is hereby made for a more particular and accurate description of the said Original Access Easement;

WHEREAS, however, the representation of the Original Access Easement on that certain plat entitled "ALTA SURVEY FOR V. PARKER OVERTON and wife BECKY H. OVERTON" dated May 5, 2000 and recorded in Map Book 53, Page 122, Pitt County Registry did not conform to the description in said Original Easement Deed, and CITY and NCEMPA have determined that the Original Access Easement is uncertain, notwithstanding the clear terms of Original Easement Deed;

WHEREAS, in order to clear up the inconsistency as between the aforescribed Original Easement Deed and the aforescribed plat, CITY, on behalf of the Commission, desires to release the Original Access Easement and to receive, from NCEMPA, a new Access Easement (the "Access Easement"), for the benefit of the Commission, with specific dimensions, all as shown on that certain plat (the "Plat") entitled "North Carolina Eastern Municipal Power Agency and Greenville Utilities Commission Greenville Township ~ Pitt County ~ North Carolina" recorded in Map Book _____, Page _____, Pitt County Registry, to which reference is hereby made for a more particular and accurate description of the said Access Easement (the Access Easement is more particularly designated as the "NEW 30' ACCESS EASEMENT" on the Plat); and

WHEREAS, the City Council of CITY, acting on the recommendation of the Commission, has duly adopted a Resolution (a copy of which said Resolution is attached hereto as Exhibit "A" and made a part hereof) approving the release of the Original Access Easement to NCEMPA and the receipt of such Access Easement from NCEMPA, all pursuant to this Deed of Release and Deed of Easement.

NOW THEREFORE, pursuant to and in accordance with said Resolution, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

- (a) CITY does hereby remise, release, discharge and forever quitclaim unto NCEMPA, and its successors and assigns, said Original Access Easement and all of CITY's right, title and interest therein; and
- (b) NCEMPA does hereby grant, bargain, sell and convey unto CITY, for the use and benefit of the Commission, a perpetual, nonexclusive appurtenant easement for the purpose of vehicular and pedestrian ingress, egress and regress to and from the Premises upon that portion of NCEMPA's Property being more particularly designated as the "NEW 30' ACCESS EASEMENT" on the Plat.

TO HAVE AND TO HOLD the aforesaid rights and easements and all privileges and appurtenances thereto belonging to NCEMPA and CITY, respectively, in fee simple.

[SIGNATURE PAGES FOLLOW]

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

Attachment Number 2 Page 3 of 8
CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

CAROL L. BARWICK, CITY CLERK

[SEAL]

NORTH CAROLINA

PITT COUNTY

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

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, NCEMPA has executed this Deed of Release and Deed of Easement under seal as of the day and year first above written.

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

Attachment Number 2 Page 4 of 8

By: _____
Name _____
Title: _____

[SEAL]

NORTH CAROLINA

PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of North Carolina Eastern Municipal Power Agency, a public body and body corporate and politic created under Chapter 159B of the General Statutes of North Carolina.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

The Resolution

(See attached)

Attachment Number 2 Page 5 of 8

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GREENVILLE, NORTH CAROLINA, ABANDONING AN ACCESS EASEMENT
FOR INGRESS, EGRESS, AND REGRESS
(DEED BOOK 562 AT PAGE 252, PITT COUNTY PUBLIC REGISTRY)
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION
AND AUTHORIZING EXECUTION OF DEED OF RELEASE
AND ACCEPTING NEW ACCESS EASEMENT

Attachment Number 2 Page 6 of 8

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained an Access Easement for Ingress, Egress, and Regress to and from the electrical substation property commonly known as the Procter & Gamble or "P&G" Substation on Industrial Boulevard, over an existing roadway approximately thirty feet (30') in width and located along the electrical substation eastern boundary line (the location of which is uncertain and subject to interpretation), which said easement is more particularly described in Deed Book 562 at Page 252, Pitt County Public Registry; and

WHEREAS, the current owner of such property has requested the City of Greenville ("City") and Greenville Utilities Commission ("Commission") to abandon such Access Easement as hereinafter described as to be abandoned, and said owner has requested the City to acknowledge such abandonment and execute a Deed of Release for same; and

WHEREAS, Commission anticipates no use or need now or in the future for the Access Easement hereinafter described as to be abandoned which is being replaced with a new Access Easement with specific dimensions, all as shown on that certain plat entitled "North Carolina Eastern Municipal Power Agency and Greenville Utilities Commission Greenville Township ~ Pitt County ~ North Carolina" recorded in Map Book _____, Page _____, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of the said Access Easement to be abandoned; and

WHEREAS, Commission desires to abandon such Access Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled "P&G Substation Easement to be Abandoned Pitt Co., NC" dated January 16, 2018 prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, telephone (252) 752-7166, fax (252) 329-2172, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Access Easement to be abandoned; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and has requested the City to acknowledge such

abandonment and release of such Access Easement as shown on such plat as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, in Regular Session held in the City Council Chambers of City Hall of the City of Greenville, North Carolina, on the _____ day of _____, 2018, as follows:

1. That the City Council of the City of Greenville does hereby abandon such Access Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission in Deed Book 562 at Page 252, Pitt County Public Registry, which said Access Easement to be abandoned is shown on that certain plat entitled "P&G Substation Easement to be Abandoned Pitt Co., NC" dated January 16, 2018 prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, telephone (252) 752-7166, fax (252) 329-2172, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said Access Easement to be abandoned.

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to The City of Greenville for the use and benefit of Greenville Utilities Commission, the current owner of the property encumbered by such Access Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to the Access Easement to be abandoned as hereinabove described, and accepting a new Access Easement for the use and benefit of Commission for ingress, egress, and regress to the electric substation site.

Adopted this the _____ day of _____, 2018.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

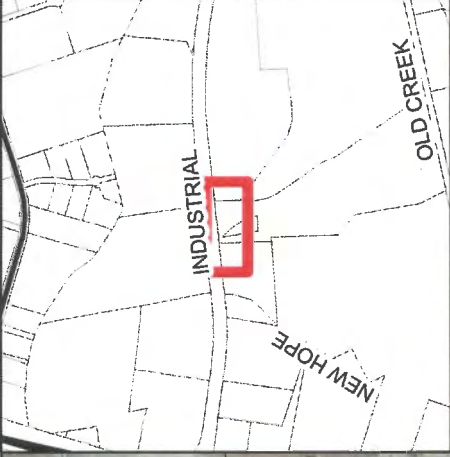
CAROL L. BARWICK, CITY CLERK

[SEAL]



30' Easement to be Abandoned
 Dimensions are not an absolute measurement and may vary in length

The location of the existing access easement as described in D.B. 562, P. 252 is uncertain and subject to interpretation.



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

**P&G Substation
 Easement to be Abandoned
 Pitt Co., NC**

Date Created: 1/16/2018
Created by: GDS
Requested by: Kyle Brown



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



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Acquisition of property for Greenville Utilities Commission's Sugg Parkway 115 kV Substation Site

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks the acquisition of property for the Sugg Parkway 115 kV Substation Site.

Explanation: In order to serve new and future electrical load in/around Indigreen Corporate Park, GUC will construct a new 115 kV distribution substation. Initial construction will include (1) 20 MVA power transformer with provisions for an additional 20 MVA power transformer. GUC has worked with the Pitt County Committee of 100 to identify a suitable tract of land (3.03 +/- acres) located within Indigreen Corporate Park for construction. In exchange for the property, GUC will perform street lighting upgrades within Indigreen Corporate Park valued at \$32,889. Upgrades include new black LED fixtures, black street light arms, and black concrete poles. Substation construction is expected to begin in FY 19 with an anticipated construction completion date by the end of FY 20.

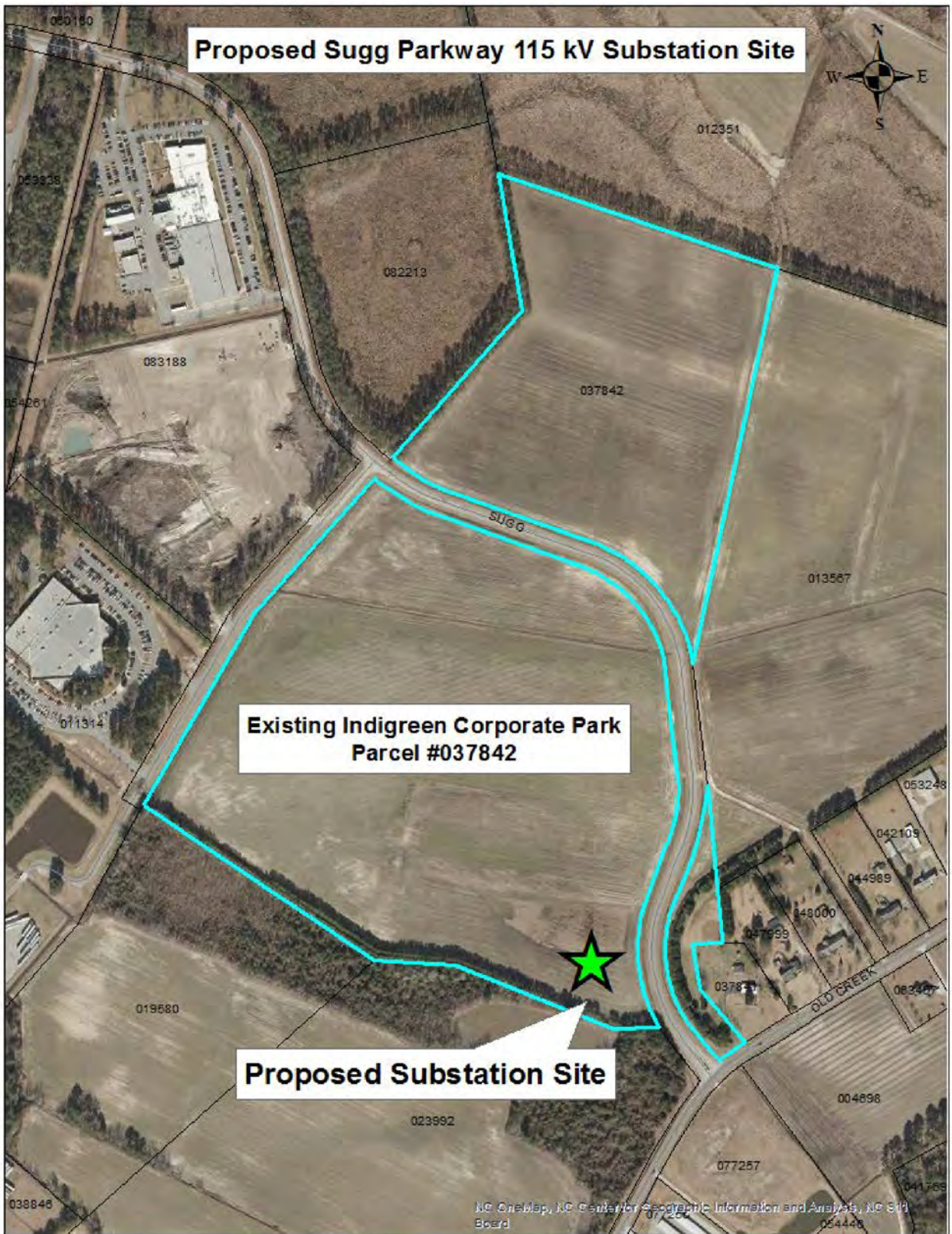
At its regular meeting on April 19, 2018, the GUC Board of Commissioners authorized the acquisition of property (3.03 +/- acres) for the Sugg Parkway 115 kV Substation Site and recommends similar action by the City Council.

Fiscal Note: No costs to the City.

Recommendation: Authorize the acquisition of property (3.03+/- acres) for the Sugg Parkway 115 kV Substation Site.

ATTACHMENTS:

☐ **Map - Sugg Parkway**





City of Greenville,
North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Budget Ordinance Amendment for Greenville Utilities Commission's FY 2017-18 Gas Fund

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to amend its fiscal year 2017-18 Gas Fund.

Explanation: Actual operating results for eight months of the fiscal year have been evaluated to derive year-end projections for the Gas Fund. Staff is proposing the fiscal year 2017-2018 Gas Fund budget be amended to accommodate the increase in natural gas purchasing during colder than expected weather in early January. Gas Fund budgetary adjustments are listed on the attached Revenues and Expenditures.

On April 19, 2018, the GUC Board of Commissioners approved the FY 2017-18 amendment to the Gas Fund in the amount of \$4M and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached ordinance amending GUC's fiscal year 2017-2018 budget amendment for the Gas Fund.

ATTACHMENTS:

- ▣ **R&Es**
- ▣ **Ordinance**

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

	<u>2017-18 Budget</u>	<u>2017-18 Change</u>	<u>2017-18 Revised</u>
REVENUE:			
Rates & Charges	\$ 243,785,295	\$ 4,000,000	\$ 247,785,295
Fees & Charges	2,369,093	-	2,369,093
U. G. & Temporary Service Charges	208,008	-	208,008
Miscellaneous	2,843,377	-	2,843,377
Interest on Investments	336,000	-	336,000
Bond Proceeds	-	-	-
Transfer from Rate Stabilization	-	-	-
Appropriated Fund Balance	1,000,000	-	1,000,000
	<u>\$ 250,541,773</u>	<u>\$ 4,000,000</u>	<u>\$ 254,541,773</u>
EXPENDITURES:			
Operations	\$ 65,558,606	\$ -	\$ 65,558,606
Purchased Power	125,005,049	-	125,005,049
Purchased Gas	19,423,500	4,000,000	23,423,500
Capital Outlay	9,673,307	-	9,673,307
Debt Service	14,313,444	-	14,313,444
City Turnover - General	5,853,236	-	5,853,236
Street Light Reimbursement	798,693	-	798,693
Transfer to OPEB Trust	500,000	-	500,000
Transfer to Rate Stabilization	1,450,000	-	1,450,000
Transfer to Capital Projects	6,350,000	-	6,350,000
Transfer to Designated Reserves	-	-	-
Operating Contingencies	1,615,938	-	1,615,938
	<u>\$ 250,541,773</u>	<u>\$ 4,000,000</u>	<u>\$ 254,541,773</u>

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

	<u>2017-18 Budget</u>	<u>2017-18 Change</u>	<u>2017-18 Revised</u>
REVENUE:			
Rates & Charges	\$ 169,026,175	\$ -	\$ 169,026,175
Fees & Charges	1,573,044	-	1,573,044
U. G. & Temporary Service Charges	204,408	-	204,408
Miscellaneous	2,295,301	-	2,295,301
Interest on Investments	204,000	-	204,000
Bond Proceeds	-	-	-
Transfer from Rate Stabilization	-	-	-
Appropriated Fund Balance	-	-	-
	<u><u>\$ 173,302,928</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 173,302,928</u></u>
EXPENDITURES:			
Operations	\$ 28,858,575	\$ -	\$ 28,858,575
Purchased Power	125,005,049	-	125,005,049
Capital Outlay	5,846,686	-	5,846,686
Debt Service	3,089,614	-	3,089,614
City Turnover - General	4,254,580	-	4,254,580
Street Light Reimbursement	798,693	-	798,693
Transfer to OPEB Trust	275,000	-	275,000
Transfer to Rate Stabilization	1,200,000	-	1,200,000
Transfer to Capital Projects	3,000,000	-	3,000,000
Transfer to Designated Reserves	-	-	-
Operating Contingencies	974,731	-	974,731
	<u><u>\$ 173,302,928</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 173,302,928</u></u>

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

	<u>2017-18 Budget</u>	<u>2017-18 Change</u>	<u>2017-18 Revised</u>
REVENUE:			
Rates & Charges	\$ 19,010,430	\$ -	\$ 19,010,430
Fees & Charges	356,187	-	356,187
U. G. & Temp. Ser. Chgs.	3,600	-	3,600
Miscellaneous	246,053	-	246,053
Interest on Investments	45,000	-	45,000
Bond Proceeds	-	-	-
	<u>\$ 19,661,270</u>	<u>\$ -</u>	<u>\$ 19,661,270</u>
EXPENDITURES:			
Operations	\$ 13,273,137	\$ -	\$ 13,273,137
Capital Outlay	1,100,540	-	1,100,540
Debt Service	3,454,686	-	3,454,686
Transfer to OPEB Trust	75,000	-	75,000
Transfer to Capital Projects	1,600,000	-	1,600,000
Transfer to Designated Reserves	-	-	-
Operating Contingencies	157,907	-	157,907
	<u>\$ 19,661,270</u>	<u>\$ -</u>	<u>\$ 19,661,270</u>

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

	<u>2017-18 Budget</u>	<u>2017-18 Change</u>	<u>2017-18 Revised</u>
REVENUE:			
Rates & Charges	\$ 22,065,490	\$ -	\$ 22,065,490
Fees & Charges	304,686	-	304,686
Miscellaneous	145,866	-	145,866
Interest on Investments	27,000	-	27,000
Bond Proceeds	-	-	-
Appropriated Fund Balance	-	-	-
	<u>\$ 22,543,042</u>	<u>\$ -</u>	<u>\$ 22,543,042</u>
EXPENDITURES:			
Operations	\$ 13,657,020	\$ -	\$ 13,657,020
Capital Outlay	1,331,941	-	1,331,941
Debt Service	6,394,613	-	6,394,613
Transfer to OPEB Trust	75,000	-	75,000
Transfer to Capital Projects	1,000,000	-	1,000,000
Transfer to Designated Reserves	-	-	-
Operating Contingencies	84,468	-	84,468
	<u>\$ 22,543,042</u>	<u>\$ -</u>	<u>\$ 22,543,042</u>

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

	<u>2017-18 Budget</u>	<u>2017-18 Change</u>	<u>2017-18 Revised</u>
REVENUE:			
Rates & Charges	\$ 33,683,200	\$ 4,000,000	\$ 37,683,200
Fees & Charges	135,176	-	135,176
Miscellaneous	156,157	-	156,157
Interest on Investments	60,000	-	60,000
Bond Proceeds	-	-	-
Appropriated Fund Balance	1,000,000	-	1,000,000
	<u><u>\$ 35,034,533</u></u>	<u><u>\$ 4,000,000</u></u>	<u><u>\$ 39,034,533</u></u>
EXPENDITURES:			
Operations	\$ 9,769,875	\$ -	\$ 9,769,875
Purchased Gas	19,423,500	4,000,000	23,423,500
Capital Outlay	1,394,140	-	1,394,140
Debt Service	1,374,531	-	1,374,531
City Turnover	1,598,656	-	1,598,656
Transfer to OPEB Trust	75,000	-	75,000
Transfer to Rate Stabilization	250,000	-	250,000
Transfer to Capital Projects	750,000	-	750,000
Transfer to Designated Reserves	-	-	-
Operating Contingencies	398,831	-	398,831
	<u><u>\$ 35,034,533</u></u>	<u><u>\$ 4,000,000</u></u>	<u><u>\$ 39,034,533</u></u>

ORDINANCE NO. 18-
CITY OF GREENVILLE, NORTH CAROLINA
TO AMEND THE GREENVILLE UTILITIES COMMISSION 2017-18 BUDGET

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2017 and ending June 30, 2018 to meet the subsequent expenditures according to the following schedules:

<u>Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
A. <u>Electric Fund</u>			
Rates & Charges	\$169,026,175	\$0	\$169,026,175
Fees & Charges	1,777,452	0	1,777,452
Miscellaneous	2,295,301	0	2,295,301
Interest on Investments	204,000	0	204,000
Total Electric Fund Revenue	\$173,302,928	\$0	\$173,302,928
B. <u>Water Fund</u>			
Rates & Charges	\$19,010,430	\$0	\$19,010,430
Fees & Charges	359,787	0	359,787
Miscellaneous	246,053	0	246,053
Interest on Investments	45,000	0	45,000
Total Water Fund Revenue	\$19,661,270	\$0	\$19,661,270
C. <u>Sewer Fund</u>			
Rates & Charges	\$22,065,490	\$0	\$22,065,490
Fees & Charges	304,686	0	304,686
Miscellaneous	145,866	0	145,866
Interest on Investments	27,000	0	27,000
Total Sewer Fund Revenue	\$22,543,042	\$0	\$22,543,042
D. <u>Gas Fund</u>			
Rates & Charges	\$33,683,200	\$4,000,000	\$37,683,200
Fees & Charges	135,176	0	135,176
Miscellaneous	156,157	0	156,157
Interest on Investments	60,000	0	60,000
Appropriated Fund Balance	1,000,000	0	1,000,000
Total Gas Fund Revenue	\$35,034,533	\$4,000,000	\$39,034,533
Total Revenues	\$250,541,773	\$4,000,000	\$254,541,773

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2017 and ending on June 30, 2018, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund	\$173,302,928	\$0	\$173,302,928
Water Fund	19,661,270	0	19,661,270
Sewer Fund	22,543,042	0	22,543,042
Gas Fund	35,034,533	4,000,000	39,034,533
Total Expenditures	<u>\$250,541,773</u>	<u>\$4,000,000</u>	<u>\$254,541,773</u>

Section III. Capital Projects. The following Capital Project Budgets previously established are hereby amended.

(a) The revenues anticipated to be available to complete the projects are amended as follows.

Proceeds from long-term debt	\$48,836,858	\$0	\$48,836,858
Capital projects fund balance	800,000	0	800,000
	<u>\$49,636,858</u>	<u>\$0</u>	<u>\$49,636,858</u>

(b) The amounts appropriated for the projects are amended as follows:

FCP10072 New Operations Center Phase 2	\$40,941,858	\$0	\$40,941,858
WCP117 Water Treatment Plant Upgrade Phase 1	6,900,000	0	6,900,000
SCP121 Sewer Harris Mill Interceptor	995,000	0	995,000
SCP10219 Candlewick Area Sanitary Sewer System Project	800,000	0	800,000
	<u>\$49,636,858</u>	<u>\$0</u>	<u>\$49,636,858</u>

(c) The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section IV. Amendments.

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

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as the expenditure(s) is/are reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next meeting.

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

Adopted this the _____ day of _____, 2018.

P.J. Connelly, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville,
North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Report on Bids and Contracts Awarded

Explanation: **Abstract:** The Director of Financial Services reports the following bids and/or contracts were 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/or contracts were awarded during the months of March and April.

Date Awarded	Description	Vendor PO Number	Amount	MWBE Vendor?	Does Local Preference Apply?
3/29/2018	Security Camera Project - Phase 4	East Carolina Communications PO# 18000345	\$88,643.15	No	No
4/18/2018	Laptops for New Police Officers	Mobile Communications America PO# 18000420	\$60,758.00	No	No

Fiscal Note: That award information be reflected in the City Council minutes.

Recommendation: Funding for the bids and contracts awarded are included in the City of Greenville's 2017-2018 budget ordinance.

ATTACHMENTS:

- ☐ **Request for Quote PO # 18000345**
- ☐ **Request for Quote PO # 18000420**



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 type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input type="checkbox"/>
Department: Information Technology	Ernul's	Anixter	East Carolina Communications
Requestor: Freddie Wilkins			
Date: 3/29/2018			

No.	Description			
1	Security Camera Project – Phase 4	\$97,880.00	\$111,331.75	\$88,643.15
2				
3				
4				
5				

Subtotal	\$97,880.00	\$111,331.75	\$88,643.15
Tax			
Total			

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.



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 X MWBE	Local MWBE	Local MWBE
Department: Information Technology	Mobile Communicaions America	Insight Public Sector	ARC
Requestor: Colin Womack			
Date: 4/9/2018			

No.	Description	Quantity	Unit of Measure	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	PANASONIC: WIN10 PRO, INTEL CORE i5-6300U 2.40GHz vPRO, 14.0" HD, PRIME, 512GB, SSD, 8GB	20.00		\$2,100.11	\$42,002.20	\$2,127.06	\$42,541.20	\$2,187.40	\$43,748.00
2	CF-H-PAN-422-2-P	20.00		\$707.62	\$14,152.40	\$240.56	\$4,811.20	\$247.49	\$4,949.80
3	PANASONIC: PROTECTION PLUS WARRANTY LAPTOP (YEARS 1, 2 & 3)	20.00		\$230.17	\$4,603.40	\$670.68	\$13,413.60	\$653.64	\$13,072.80
4	Shipping	0.00			\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00

Subtotal	\$60,758.00	\$60,766.00	\$61,770.60
Tax	\$4,253.06	\$4,253.62	\$4,323.94
Total	\$65,011.06	\$65,019.62	\$66,094.54

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 Purchaser 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: 5/7/2018
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
Crandell, Alice M.	Registered Property Taxes	\$409.57
Dail, Ronnie D.	Registered Property Taxes	\$174.07
Garcia, Miquel	Registered Property Taxes	\$107.96
Greenville Utilities Commission (GUC)	Registered Motor Vehicle	\$426.05
Keys, Gentry	Registered Property Taxes	\$540.34
Lloyd, Kenneth M. Sr.	Registered Property Taxes	\$501.66
Luna, Audencio	Registered Property Taxes	\$171.36
Majette Family Limited Partnership	Registered Property Taxes	\$788.47
Manning, Scotty	Registered Property Taxes	\$520.30
McElfresh, Kevin C.	Registered Property Taxes	\$390.96
Newsome, Dallas E.	Registered Motor Vehicle	\$146.06
Nichols, Sandra H.	Registered Property Taxes	\$116.56
Sanchez, Ricardo	Registered Property Taxes	\$533.89
Waters, Barbara W.	Registered Property Taxes	\$219.53
REFUNDS TOTAL:		\$5,046.78

Fiscal Note: The total to be refunded is \$5,046.78

Recommendation: Approval of tax refunds by City Council.



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Approval of Contract with Superior for the new Computer Aided Dispatch (CAD) and Record Management System (RMS) Platform for the Police Department

Explanation: **Abstract:** The City Attorney's Office (CAO), Information Technology Department (IT), and the Greenville Police Department (GPD) have been in negotiations with Superior and finalized the contract for the new Computer Aided Dispatch (CAD) and Record Management System (RMS) Platform for the Police Department. Staff is seeking City Council's approval of the final contract.

Explanation: At the April 9, 2018, City Council Workshop, Police Chief Mark Holtzman and IT staff presented an update on the status of acquiring a new CAD and RMS Platform for the Police Department. As indicated during that presentation, Superior was the selected vendor following the RFP process. Since that time, staff from the CAO, IT, and GPD have been negotiating with Superior to finalize the contract.

Staff is requesting City Council's approval of the final contract and asks that they authorize the City Manager to enter into the contract on behalf of the City.

Fiscal Note: The cost to transition to Superior software is approximately \$1.2 million plus an average \$120,000 annual maintenance fee. The plan is to finance the payments over a seven-year period. The total cost is broken down as follows:

Superior Cost	\$998,708
Hardware	73,505

Software	47,020
Contingency	<u>114,108</u>
Total	<u>\$1,233,341</u>

Approximately \$250,000 is budgeted for annual maintenance for FY2018-19 with an additional \$75,000 in carryover funds from FY2017-18. Approximately \$275,000 is included for annual maintenance in the FY2019-20 Financial Plan.

Total actual lease and maintenance expense will equal approximately \$300,080 per year for both FY2018-19 and FY2019-20.

The following is a budget summary for the two-year budget period:

	<u>FY2018-19</u>	<u>FY2019-20</u>
Budgeted Expense	250,000	275,000
Prior Year Carryover	75,000	24,920
Total Available	<u>325,000</u>	<u>299,920</u>
Lease / Maintenance	(300,080)	(300,080)
Balance (i.e. Carryover)	<u>24,920</u>	<u>(160)</u>

Recommendation: Staff recommends approval of the contract and authorization for the City Manager to enter into the contract with Superior for the new CAD and RMS Platform for the Police Department.

ATTACHMENTS:

- ▣ Contract

ORDER

This Order ("Order" or "Order Form"), which also fully incorporates and is governed by the terms and conditions of this Order and the documents identified in paragraph 14. of this Order ("Exhibits") (collectively "Agreement"), is made and entered into and is effective upon the latest date shown on the signature page below ("Agreement Execution Date") by and between Superior, LLC, a Delaware limited liability company duly authorized to conduct business in the State of North Carolina ("Superior") and the City of Greenville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina ("Customer") (individually "Party" and collectively the "Parties," whether capitalized or not).

Capitalized terms not defined in this Order or Exhibits have the meaning given them in the Superior Standard Terms and Conditions ("SST")—Exhibit 10.

The terms and conditions contained in this Order, including prices, will be honored as set forth herein, provided the Order is fully executed and delivered by May 16, 2018.

Superior, LLC	City of Greenville
By:	By:
Print Name:	Print Name: Ann E. Wall
Print Title:	Print Title: City Manager
Date Signed:	Date Signed:

SUPERION ORDER # 00000036

APPROVED AS TO FORM:

BY: _____
 Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

_____ Date: _____
 Byron Hayes, Interim Director of Financial Services
 Account Number _____
 Project Code (if applicable) _____

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** Superior ONESolution Public Safety and Justice
2. **INITIAL LICENSE TERM:** [Perpetual]
3. **SCOPE OF USE:**
 - a. **Designated Location(s):** City of Greenville, 200 West Fifth Street, Greenville, North Carolina 27835-7207
 - b. **Region:** United States of America

4. **LICENSE AND INITIAL SUPPORT TERM FEES:** See Project Cost Supplement—Exhibit 9

Software Notes:

- a. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware, and system software from the appropriate third-party vendor.
- b. Mobiles applications do not include AVL hardware.
- c. During the Initial Support Term, Support, which includes continuous industry standard support, updates, improvements, non-excluded warranties and maintenance, is provided to Customer by Superior at no charge (“Initial Support Term Fees”). The First Renewal Support Term Fees, as identified in the Project Cost Supplement—Exhibit 9, represents the total cost to Customer for Support from Superior for and during the First Renewal Support Term and is payable only if Customer elects to extend the terms of this Agreement from the expiration of the Initial Support Term through the First Renewal Support Term defined below in paragraph 5.b. and as further provided for in Section 9.3 of the Superior Standard Terms and Conditions (“SST”)—Exhibit 10. Customer may thereafter continue to extend the terms of this Agreement from the expiration of the First Renewal Support Term, defined below in paragraph 5.c. and as further provided for in Section 9.3 of the SST—Exhibit 10, upon payment to Superior of Subsequent Renewal Support Term Fees.

5. **SUPPORT TERM:**

- a. **Initial Support Term:** Twelve (12) months from the Agreement Execution Date.
- b. **First Renewal Support Term:** An additional one (1) year renewal period of Support commencing upon the expiration of the Initial Support Term.
- c. **Subsequent Renewal Support Term(s):** Additional one (1) year renewal period or periods of Support commencing upon the expiration of the First Renewal Support Term (or anniversary thereof).

6. **SERVICES:** See Project Cost Supplement—Exhibit 9

Services Notes:

- a. Pricing is a good faith estimate based on the information available to Superior at the time of execution of this Order. The total amount that Customer will pay for these services (i.e., the “TOTAL SERVICES FEE”) will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior’s then-current list price rates for the services at issue.
- b. Travel and Living Expenses are additional and will be billed monthly to Customer as Superior renders the services in accordance with the Superior Travel Expense Guidelines—Exhibit 13.

7. THIRD-PARTY PRODUCTS: See Project Cost Supplement—Exhibit 9

Third-Party Products Notes:

- a. See Exhibits and Documentation.
- b. All shipping charges are reimburseable to be billed to Customer in the month incurred.

8. PAYMENT TERMS:

Fee Summary	
License Fees (Reflects Discount)	\$321,660.01
Professional Services Fees	\$606,640.00
Third Party License Fees	\$15,843.00
Third Party Hardware Fees	\$25,565.40
Estimated Travel & Living	\$29,000.00
Total	\$998,708.41

APPLICABLE TAXES ARE NOT INCLUDED IN THE PROJECT COST SUPPLEMENTS, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO CUSTOMER.

The amounts noted above shall be payable as follows:

License Fees: 100% on the Agreement Execution Date.

Renewal Support Fees: Renewal Support Fees are due thirty (30) days prior to the commencement of the Renewal Support Term for which such fees are being remitted.

Installation: On invoice, upon completion.

Project Management: 100% on the Agreement Execution Date.

Training Fees: Due as incurred monthly.

Conversion Fees: 50% on the Agreement Execution Date; 25% at completion; 25% thirty (30) days after completion.

Third-Party Products Hardware & Software Fee: 100% on the Agreement Execution Date.

Third-Party Products Services Fee: 50% on the Agreement Execution Date; 50% on invoice, upon completion.

Third-Party Products Software Initial Annual Support: The initial annual support fee is included in the Third-Party Product Software license fee. The Initial Annual Support Fee amount, shown on the Project Cost Supplement—Exhibit 9, is for the second year of Third-Party Product Software annual support and is due prior to commencement of the second annual term. Annual Support Fees for subsequent terms are subject to change and will be invoiced by and paid directly to Superior. In no event will Annual Support Fees increase over 5% in any 12 month subsequent term.

Travel and Living Fee: Due as incurred monthly pursuant to the Superior Travel Expense Guidelines—Exhibit 13.

9. ADDRESSES:

- a. **Customer's Address for Invoices:** City of Greenville, Attn: IT Department, P.O. Box 7207, Greenville, NC 27835-7207
- b. **Customer's Address for Notices:** City of Greenville, Attn: IT Department, City Hall, 200 West Fifth Street, P.O. Box 7207, Greenville, NC 27835-7207
- c. **Customer's Address for Software Shipment:** City of Greenville, Attn: IT Department, City Hall, 200 West Fifth Street, P.O. Box 7207, Greenville, NC 27835-7207

d. **Superion's Address for Notices:**

Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746
Telephone: (407) 304-3235
Facsimile: (407) 304-1035
Email: Jason.oles@superion.com (Jason Oles, Manager/Senior Counsel)

e. **Customer's Address for Notices:**

City of Greenville
Attn: IT Department
City Hall
200 West Fifth Street
P.O. Box 7207
Greenville, NC 27835-7207
Telephone: (252) 329-4827
Facsimile: (252) 329-4125
Email: jhoggard@greenvillenc.gov (Jon Hoggard, Systems Analyst IV)

10. LIABILITY CAP: The greater of ten thousand US dollars (\$10,000) or the License Fee actually paid by Customer to Superion under this Order.

11. SPECIFIED CONFIGURATION: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which Superion supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that Superion can confirm that it is a configuration on which Superion supports use of the Solution.

12. E-VERIFY COMPLIANCE: Superion shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further if Superion utilizes a subcontractor, Superion shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Superion represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

13. AMENDMENT: This Agreement may be modified by written agreement of the Parties.

14. Contract Documents in descending order of precedence shall consist of:

- 1) This Order,
 - 2) Superion Standard Terms and Conditions – Exhibit 10,
 - 3) The Customer's Request for Proposals – Exhibit 3.
- All of which documents are incorporated herein

15. OTHER TERMS APPLICABLE TO THIS ORDER AND THE PARTIES' AGREEMENT ("EXHIBITS"):
This Order and the Parties' Agreement includes and incorporates the following documents (Exhibits 1 to 13) hereto:

1. RESPONSE TO REQUEST FOR PROPOSAL ("RFP")—EXHIBIT 1
2. BEST AND FINAL OFFER— EXHIBIT 2
3. REQUEST FOR PROPOSAL ("RFP")— EXHIBIT 3
4. COST PROPOSAL— EXHIBIT 4
5. CUSTOMER REQUESTED ADDITIONAL SPECIFICATIONS— EXHIBIT 5
6. GIS SOFTWARE SUPPLEMENT— EXHIBIT 6
7. DATA ACCESS SUBSCRIPTION SUPPLEMENT (POLICE TO POLICE)— EXHIBIT 7
8. GENERAL PROJECT CONDITIONS SUPPLEMENT— EXHIBIT 8
9. PROJECT COST SUPPLEMENT— EXHIBIT 9
10. SUPERION STANDARD TERMS AND CONDITIONS— EXHIBIT 10
11. MAINTENANCE/SUPPORT SUPPLEMENT— EXHIBIT 11
12. MAINTENANCE/SUPPORT STANDARDS— EXHIBIT 12
13. SUPERION TRAVEL EXPENSE GUIDELINES— EXHIBIT 13

EXHIBIT 10

SUPERION STANDARD TERMS AND CONDITIONS

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SUPERION STANDARD TERMS AND CONDITIONS—EXHIBIT 10

This Superior Standard Terms and Conditions (“SST”) is incorporated into the Order between the Parties, Superior and Customer, applicable to the proprietary Solution identified on the Order (the “Solution”), as such Solution may be modified, revised, and updated from time-to-time. Only the Customer and Superior will be liable for the obligations under its Order and Agreement. Each Order will be effective upon the latest date shown on the signature page of the Order (“Agreement Execution Date”).

1. Scope. Customer may use the Solution only in the ordinary course of Customer’s business operations for the benefit of Customer and only in accordance with the terms of the Order, this SST, and all additional documents incorporated into the Order (the “Exhibits”), (collectively the “Agreement”), including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software, and other items required for use of, or access to, the Solution, including those described in the Agreement and Documentation (the “**Specified Configuration**”) and for updating the Specified Configuration in accordance with Superior’s published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel, and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superior to complete the Professional Services described in Section 6. Superior is not responsible for any delays or additional fees and costs associated with Customer’s failure to timely perform its obligations under this Section 2.

3. Payments.

3.1 Fees. Customer shall pay to Superior the fees stated in the Order, in accordance with the payment terms stated in the Order. Superior shall invoice fees incurred under the terms of this Agreement. All invoices shall be sent to Customer’s address for invoices stated on the Order. Except as otherwise specified on the Order, Customer’s payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to Superior, except for Disputed Amounts. Superior may not increase

the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2 Taxes. The fees and other amounts payable by Customer to Superior under this Agreement do not include any taxes, duties, levies, fees, or similar charges of any jurisdiction (“**Taxes**”) that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon Superior’s net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse Superior for any such Taxes payable or collectable by Superior.

3.3 Certain Remedies for Non-payment. If Customer fails to pay to Superior, within thirty (30) days after Superior makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superior may have, Superior may, in its sole discretion and with further notice to Customer stating the, suspension date, which in no event shall be less than twenty (20) days from the notice to Customer, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superior shall have no liability for Customer’s use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants, and Limitations.

4.1 Compliance with Laws. Superior shall comply with all laws, enactments, orders, and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders, and regulations applicable to it as the recipient and user of services under this Agreement.

4.2 No Infringement. Superior shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to

Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). Superior shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superior within thirty (30) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superior of its liability and obligations under this Section 4.2 only to the extent that Superior is prejudiced by such later notice) and allows Superior to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in Superior's sole opinion is likely to be initiated, Superior may at its option and expense:

- (a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or
- (b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or
- (c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid the one-time upfront initial license fee for the applicable Solution as stated in the Order, refund to Customer the corresponding portion of the license fee paid by Customer to Superior for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to Superior with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3 **Harmful Code.** Using a recent version of a reputable virus-checking product (to the extent commercially available), Superior will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("**Harmful Code**") and will use commercially reasonable efforts to eliminate any such Harmful Code that Superior discovers.

4.4 **Exclusion for Unauthorized Actions.** Superior is not liable under any provision of this Agreement for any performance problem, claim of infringement, or other

matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5 **Force Majeure.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6 **Disclaimer.** **EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS, OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT, OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.**

4.7 **Limitations Cap.** **EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.**

4.8 **Consequential Damage Exclusion.** **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE**

FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD-PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.

4.9 Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.

4.10 Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such

Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Customer, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

- 1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and
- 3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.11 Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third-party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third-party.

4.12 **Open Source Software Components.** The Solution may be provided or included with Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 0 of this SST. It shall be the continuing duty of Superion to notify Customer of and identify for Customer the Open Source Software that is provided as part of the Solution.

4.13 **Open Negotiation.** Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14 **Title and Risk of Loss.** In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15 **Disclaimer.** Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS, OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 **Other Limitations.** The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and

not to its Affiliates, its customers, or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership, and Use Restrictions.

5.1 **Confidentiality.** The party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform, or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform the Authorized Recipients of the confidential nature of the Confidential Information and require the Authorized Recipients to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2 Security.

- (a) Superion will implement commercially reasonable administrative, technical, and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- (b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or

other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation, and virus detection and eradication.

- (c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third-Party Users that adequately protect the confidentiality and intellectual property rights of Superior in the Solution and Documentation, and disclaim any liability or responsibility of Superior with respect to such Third-Party Users.

5.3 Personal Data. If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then: (i) Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process, and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, in no event outside the United States, in order for Superior to provide the Solution and perform its other obligations under this Agreement; and (iii) Superior shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction, or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4 SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superior or its

licensors, having great commercial value to Superior or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superior or its licensors, even with respect to such items that were created by Superior specifically for or on behalf of Customer. Superior and its Affiliates may freely use Feedback without attribution or the need for Superior, its Affiliates or any third-party to pay Customer or any third-party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5 Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile, or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate, or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or Documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose, or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions, or other features similar to those of the Solution or (ii) to compete with Superior; (f) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute, or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant, or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau, or time-sharing operation or to provide remote processing, network processing, network telecommunications, or similar services to any Person, whether on a fee basis or otherwise.

5.6 Notice and Remedy of Breaches. Each party shall within thirty (30) days give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps

reasonably requested by the other party to prevent or remedy the breach.

5.7 Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1 Professional Services. An Order may identify certain Professional Services.

6.2 Professional Services Fees. Customer shall pay to Superior the professional services fees stated in the Order. In each case where professional services fees are not specified in the Order, then the fees for such services shall be based upon Superior's then standard professional services fee rates.

6.3 Expense Reimbursements. Customer shall reimburse Superior for reasonable travel, living, and other out-of-pocket expenses incurred by Superior personnel in connection with all services, including, but not limited to, Professional Services and support rendered by Superior. Reimbursable expenses shall be incurred by Superior personnel in accordance with the Superior Travel Expense Guidelines—Exhibit 13, a copy of which will be included in the Order. Superior shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4 Cooperation and Access to Facilities, Data, and Employees. To the extent reasonably necessary for Superior to perform its obligations under this Agreement, Customer shall provide to Superior access to Customer's location site, equipment, data, and employees, and shall otherwise cooperate with Superior in its performance hereunder, all as reasonably necessary for Superior to perform its obligations under this Agreement.

6.5 Professional Services Warranty. Superior warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superior shall have no liability under this Section 6.5 unless, within forty-five (45) days after the actual date of the particular Professional Services, Superior receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation, and data. Upon receipt of any such notice, Superior's only obligation under this Section 6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6 Compliance with Customer Policies. While Superior personnel are performing services at Customer's site, Superior will ensure that such Superior personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing and in advance.

6.7 Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time- to-time, provide Superior with designs, plans, or specifications, improvements, works, or other material for inclusion in, or making modifications to, the Solution, the Documentation, or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates, and Superior's licensees to make, use, sell, and create derivative works of the Contributed Material.

7. Term and Termination.

7.1 Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2 Termination. Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within sixty (60) days after receiving notice describing the breach in reasonable detail.

After five (5) years from the Agreement Execution Date, either Party may terminate this Agreement without cause upon giving the other Party ninety (90) days' written notice of its intent to terminate the Agreement. Upon termination, Payments that had been made by Customer to Superior under the then existing Support renewal term will be prorated and reimbursed to Customer and Superior shall reimburse Customer for the period from the effective date of the termination through the remaining period of the Support renewal term. However, upon termination Superior will discontinue providing all on-going support services, improvements and warranties. Superior shall have no liability with respect to Customer's use of the Products for which support services are terminated.

7.2.1 Non-appropriation: Superior acknowledges that the City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under the authority of its statutory mandate. Customer

believes that sufficient funds can be obtained to pay all amounts due Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified herein. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the licenses and services set forth herein. In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall immediately notify Superior of such occurrence and Superior will respond with a proclamation that the Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any Services for which payment has not been appropriated.

7.3 Effect of Termination. The provisions of Sections 5, 7.3, and 10 of this SST shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superior for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superior all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superior certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP, and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for an ASP Solution or SaaS Solution.

8.1 Saas, ASP, and Hosting. Superior shall provide the Hosting Services and/or access to the ASP Solution or SaaS Solution, as described and for the term specified on the Order.

8.2 Passwords and Solution Access. If Superior provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "Password"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse, or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superior so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superior's network, Superior may suspend access to the Solution without advance notice if Superior reasonably believes the

Solution is being used or accessed in an unauthorized, illegal, or disruptive manner, provided that Superior will promptly notify Customer of any such event.

8.3 Customer Data.

- (a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superior by communications link or in another manner described in the Order. As between Superior and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrants to Superior that Customer has the full legal right for Customer and Superior, its affiliates and agents to use the Customer Supplied Data for processing hereunder.
- (b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superior an instruction notice regarding the disposition of any tapes, data, files, and other property belonging to Customer and then in Superior's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superior shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. Superior may retain such property until Superior receives all payments due to Superior under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then Superior may dispose of such property in a commercially reasonable manner.
- (c) In order to improve Superior's product and service offerings for its customers, Superior may maintain a database of information residing on the Solution. Superior and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superior product or service offering.

8.4 Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superior facilities under this Agreement. Customer will reimburse Superior for the reasonable out-of-pocket costs Superior incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5 Support. Superior shall provide to Customer the ongoing support services as described in the Order.

8.6 Data Backup and Disaster Recovery. If the Solution maintains a database then,

- (a) Superior shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and
- (b) Superior shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superior's disaster recovery plan shall be tested at least once each calendar year.

8.7 Interruption to Solution. From time-to-time, Superior shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superior's equipment, software, and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance, or adjustments, Superior will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superior's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8 Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superior discovers.

8.9 Volume Increases. Customer shall give notice to Superior whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use and may require an additional executed Order and the payment of additional fees to be negotiated by the Parties.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified in the Order.

9.1 Grant. Except as otherwise provided in an Order, Superior grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's

location(s) listed on the Order ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superior. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2 Initial Installation. Superior shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disk, disc, or other media, or (b) by electronic delivery, such as by posting it on Superior's network for downloading. Physical shipment is on F.O.B. terms, Superior's shipping point and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date.**"

9.3 Support. Beginning on the Agreement Execution Date and continuing for either twelve (12) months ("**Initial Support Term**"), Superior shall provide to Customer all ongoing support services described in the Order, which shall include but not be limited to the continuous industry standard support, updates, improvements, non-excluded warranties and maintenance services for the Solution, the cost of which is further described in the Agreement, particularly the Project Cost Supplement—Exhibit 9 of the Order ("**Support**"). Support for the Initial Support Term is provided at no charge ("**Initial Support Term Fees**"). Upon expiration of the Initial Support Term, ongoing Support shall automatically renew for the First Renewal Support Term, unless, at least sixty (60) days prior to the expiration of the Initial Support Term, Customer notifies Superior in writing of Customer's intent not to renew Support for the First Renewal Support Term. After the First Renewal Support Term, Support will automatically be extended for consecutive Subsequent Renewal Term(s) on a year-to-year basis unless either party notifies the other in writing of its intent not to extend the Support at least sixty (60) days prior to the expiration of the then-current Subsequent Renewal Support Term.

However, upon termination Superior will discontinue providing all ongoing support services, improvements, and warranties. Superior shall have no liability with respect to Customer's use of the Products for which support services are terminated.

The Initial Support Term Fees and the total cost for Support for Customer for and during the First Renewal Support Term ("**First Renewal Support Term Fees**") shall be as provided both in the Order and in the Project Cost Supplement—Exhibit 9 of the Exhibits.

Following the expiration of the First Renewal Support Term, Superior may increase the Support Fees payable

by Customer to Superior for the Subsequent Renewal Term, but in no event shall the total Support Fee cost for the first Subsequent Renewal Term or any Subsequent Renewal Term thereafter (“Subsequent Renewal Support Term Fees”) increase by more than five percent (5%) from the previous contract year’s Support term fees.

9.4 Support Termination. Upon the effective date of termination of ongoing Support by either Party or at any time when Customer has failed to pay Support Fees (“**Support Termination Date**”): (i) Superior shall discontinue providing all ongoing Support, including Superior’s obligations under Section 0; (ii) any Superior warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superior shall not be liable for Customer’s use of the Solution after the Support Termination Date except for Superior’s indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superior after the Support Termination Date).

9.5 Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superior’s sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6 Remote Access of Installed Software. Provided that Superior performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superior, at Superior’s option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and for otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superior will comply with Customer’s reasonable security procedures and policies that have been provided to Superior in writing.

9.7 Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer’s systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. Superior shall have no liability for any loss or damage caused by Customer’s failure to maintain such backed-up copies.

9.8 Audit. At Superior’s expense and upon written request with reasonable notice, Customer will permit Superior. Superior’s personnel, or outside auditor(s) agreed upon by the Parties, to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer’s possession and information pertaining to Customer’s compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superior believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer’s business and operations and will respect the confidentiality of Customer, its suppliers, and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors to execute reasonable confidentiality agreements and comply with Customer’s reasonable security requirements, but the requirement will not apply to Superior’s internal auditors otherwise bound by the confidentiality conditions of this Agreement.

9.9 Notwithstanding the Data Access Subscription Supplement (Police to Police)—Exhibit 7, the term “Site License” as defined for the Agreement between the Customer and Superior is a perpetual license for the exclusive use of the Customer, specifically the Greenville Police Department (“GPD”) for all modules that are part of the Agreement and indicated with an asterisk (*) on the Project Cost Supplement—Exhibit 10 of the Order. The Site License will:

- (a) Allow GPD to install as many copies of the software as GPD determines are needed, regardless the number of Users, Authorized Recipient, and/or Authorized Users, and may not necessarily refer to a physical site or geographic location where the software will be installed, or used. Inquiry access may be granted to the City of Greenville City Attorney’s Office as needed.
- (b) Not allow GPD to install any Superior software on another agency’s computer or other device without an amendment to the Agreement.

10. Other Provisions.

10.1 Notices. All notices, consents, and other communications under or regarding this Agreement, including but not limited to (i) any notice by Customer alleging a breach of this Agreement by Superior or (ii) a termination of this Agreement, shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified, or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile or email if notice by one of the foregoing is

provided promptly thereafter. Customer's address for notices is stated on the Order. Superior's address for notices is stated on the Order. Either Party may change its address or other contact information for notices by giving written notice of the new address to the other party.

10.2 **Defined Terms.** As used in this Agreement, the terms below (and their plural forms) have the following meanings:

- (a) **"affiliate"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.
- (b) **"Authorized Recipient"** means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superior; and (ii) with respect to Superior, Superior, its foreign and domestic Affiliates and their respective contractors.
- (c) **"Authorized User"** means a Customer employee.
- (d) **"Confidential Information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.
- (e) **"copy"** whether capitalized or not, means any paper, disc, disk, tape, film, memory device, or other material or object on or in which any words, object code, source code or other symbols are written,

recorded, or encoded, whether permanent or transitory.

- (f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.
- (g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.
- (h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superior promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. The parties will work together to resolve the Disputed Amount. Unless the entirety of the invoice is the Disputed Amount, Customer should pay the remaining portion of the invoice less the Disputed Amount until the Disputed Amount is resolved.
- (i) **"Documentation"** means the standard user documentation Superior provides for the Solution, including but not limited to user guides or manuals, as such Documentation may be updated from time to time.
- (j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.
- (k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.
- (l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.
- (m) **"including"** whether capitalized or not, means including but not limited to.

- (n) **“Liability Cap”** means the greater of Fifty Thousand U.S. Dollars (US\$50,000) or the amount identified on the Order as the liability cap, provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US\$50,000).
- (o) **“Open Source Software”** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.
- (p) **“person”** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.
- (q) **“Professional Services”** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior under this Agreement.
- (r) **“Release”** means a modification or update to the Solution, which Superior, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).
- (s) **“Scope of Use”** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.
- (t) **“SG Solution Details”** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based

upon any of the foregoing and all copies of the foregoing.

- (u) **“Supported Release”** means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superior's client base.
- (v) **“Third-Party Product”** means Third-Party Software, Third-Party Hardware, Third-Party Data, or Third-Party Services.
- (w) **“Third-Party Hardware”** means that hardware specified as third party hardware in the Order.
- (x) **“Third-Party Services”** means those services specified as third party services in the Order.
- (y) **“Third-Party Software”** means the software specified as third-party software in the Order.
- (z) **“Third-Party User”** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3 Parties in Interest.

- (a) This Agreement shall bind, benefit and be enforceable by and against Superior and Customer and, their respective permitted successors and assigns.
- (b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Superior's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superior, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 10.3 (**“Customer Assignment”**). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law

(collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to Superior notifying Superior if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

10.4 **Export Laws.** Customer acknowledges that the SG Solution Details and the services provided by Superior hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5 **Relationship.** The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers, or agents.

10.6 **Entire Understanding.** This Agreement, which includes and incorporates the Order and all other schedules, attachments, exhibits, and addenda thereto (identified as "Exhibits"), which includes this SST, states the entire understanding between the parties with respect to its subject matter, and supersedes all other prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superior provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract, or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7 **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement,

and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8 **Severability, Heading, and Counterparts.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9 **Personnel.** Customer acknowledges that: (a) Superior expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support, and professional services team personnel ("**Superior Personnel**"); (b) Superior's business is highly competitive, is marketed throughout the United States, Europe, and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire Superior Personnel, then Superior may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those Superior Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any Superior Personnel at any time when such Superior Personnel is employed or engaged by Superior or during the six (6) months after such employment or engagement ends, then Customer shall pay to Superior as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such Superior Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with Superior. For purposes of this provision, "**hire**" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

10.10 **Jurisdiction and Governing Law.** (A) This Agreement shall be deemed made in Pitt County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. The Parties further agree that in any action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), and court costs from the other party. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (B)

“Agent for Service of Process” means every person now or hereafter appointed by Superior to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, Superior agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. Superior will instruct each Agent for Service of Process

that after such agent receives the process, summons, or complaint, such agent shall promptly send it to Superior. This subsection (B) does not apply while Superior maintains a registered agent in North Carolina with the office of the North Carolina Secretary of State and such registered agent can be found with due diligence at the registered office.



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Proposed donation of three properties from Amos "Ray" Evans to the City of Greenville

Explanation: **Abstract:** A city resident recently offered to donate three (3) parcels of his land, totaling approximately 3.9 acres, to the City of Greenville. Two (2) parcels are in proximity to Evans Park/Green Mill Run, and one (1) parcel is in the Kristin Drive neighborhood.

Explanation: Recently, the Recreation and Parks Department was contacted by Greenville resident Amos "Ray" Evans regarding a potential donation of three (3) parcels of Mr. Evans' land. One parcel, #36270, is located on Stuart Circle in the Kristin Drive neighborhood and has a current market value of \$6,000. The other parcels, #07101 and #07102, with a total market value of \$8,250, are situated between Hooker Road and the western boundary of Evans Park.

The two parcels off of Hooker Road total 3.75 acres and run along the north bank of Green Mill Run. The land in proximity to Evans Park has value to the City for two major reasons. It could make it possible to access the park and the River Birch Tennis Center from Hooker Road, initially on foot but possibly later by vehicle. In addition, it would result in the entire north bank of Green Mill Run from Evans Street to Hooker Road being within Evans Park. This entire stretch is the proposed route for extension of the Green Mill Run Greenway, as the 2017 Active Transportation Plan continues to show the greenway extending westward across these properties. As such, it would be in the City's interest to accepted these donated properties since this would eliminate the need to obtain, most likely at a cost, easements across these properties, whenever the City proceeds with extending the greenway westward. Maintenance costs will be minor, as the land is in a natural state and will predominately remain so.

The parcel within the Kristin Drive neighborhood will be useful to the Police Department's efforts to serve that community. This land at the corner of Stuart Circle and Shiloh Drive will be used for the development of a community garden, similar to other lands that the City has obtained for this purpose. Using the City's community garden lease, the land would be leased to an individual who would ultimately be responsible for the garden and its upkeep. GPD staff has obtained information from "Making Pitt Fit" on providing assistance to area citizens to help them get their garden up and going using the proper methods.

At its March 14, 2018 meeting, members of the Recreation and Parks Commission unanimously recommended that City Council accept these properties. Staff of the Recreation & Parks Department presented an overview of the proposed donation to Council at the April 9, 2018 City Council workshop.

Fiscal Note:

Expenses associated with a conveyance of property will be incurred, such as a survey, environmental assessment, legal and recording costs. In addition, there will be a reduction in the City's annual tax revenues totaling approximately \$76.

Recommendation: Council accept Mr. Evans' offer to donate the three (3) parcels of land to the City, contingent upon acceptable results from an environmental assessment of each parcel.

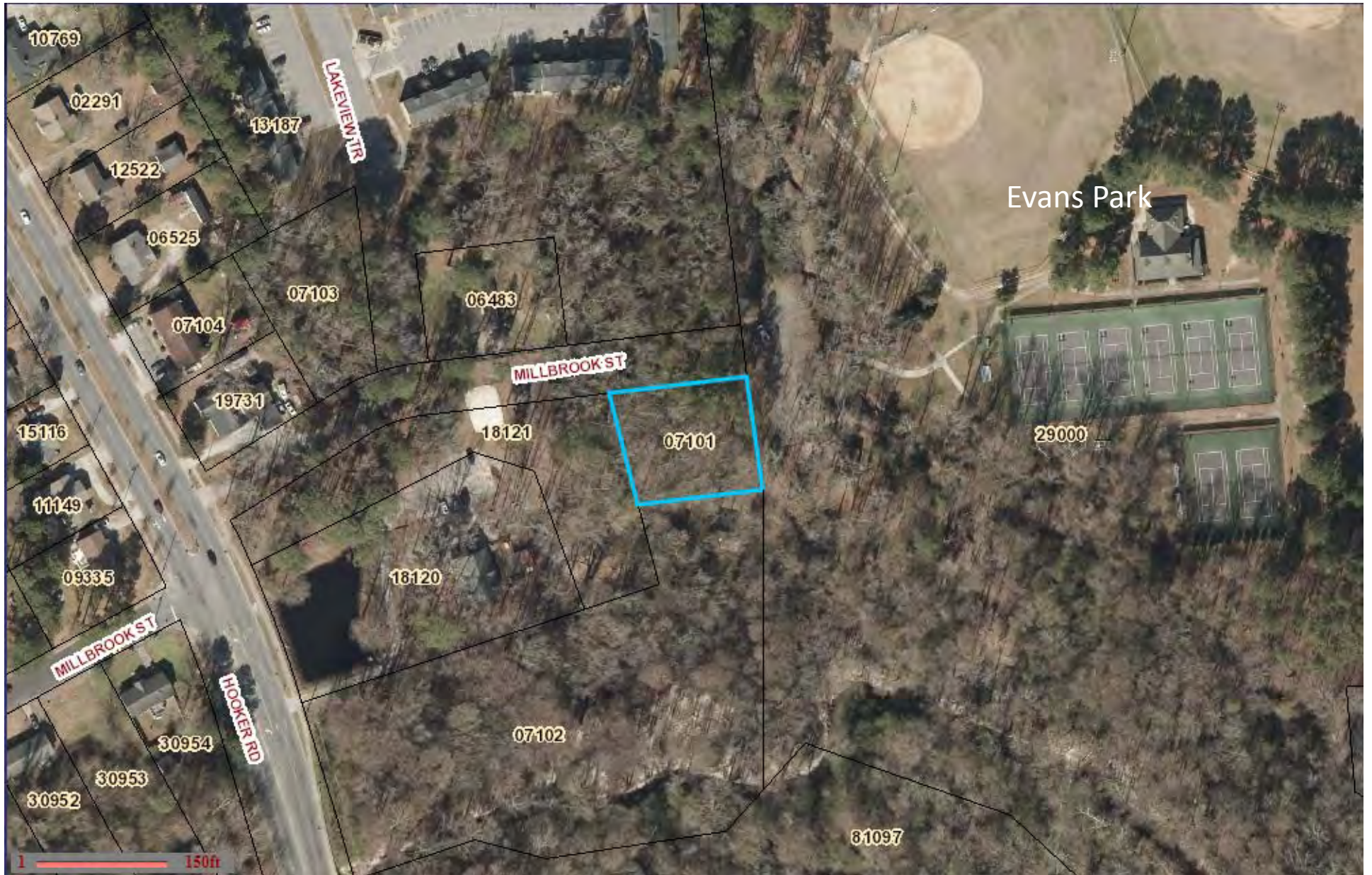
ATTACHMENTS:

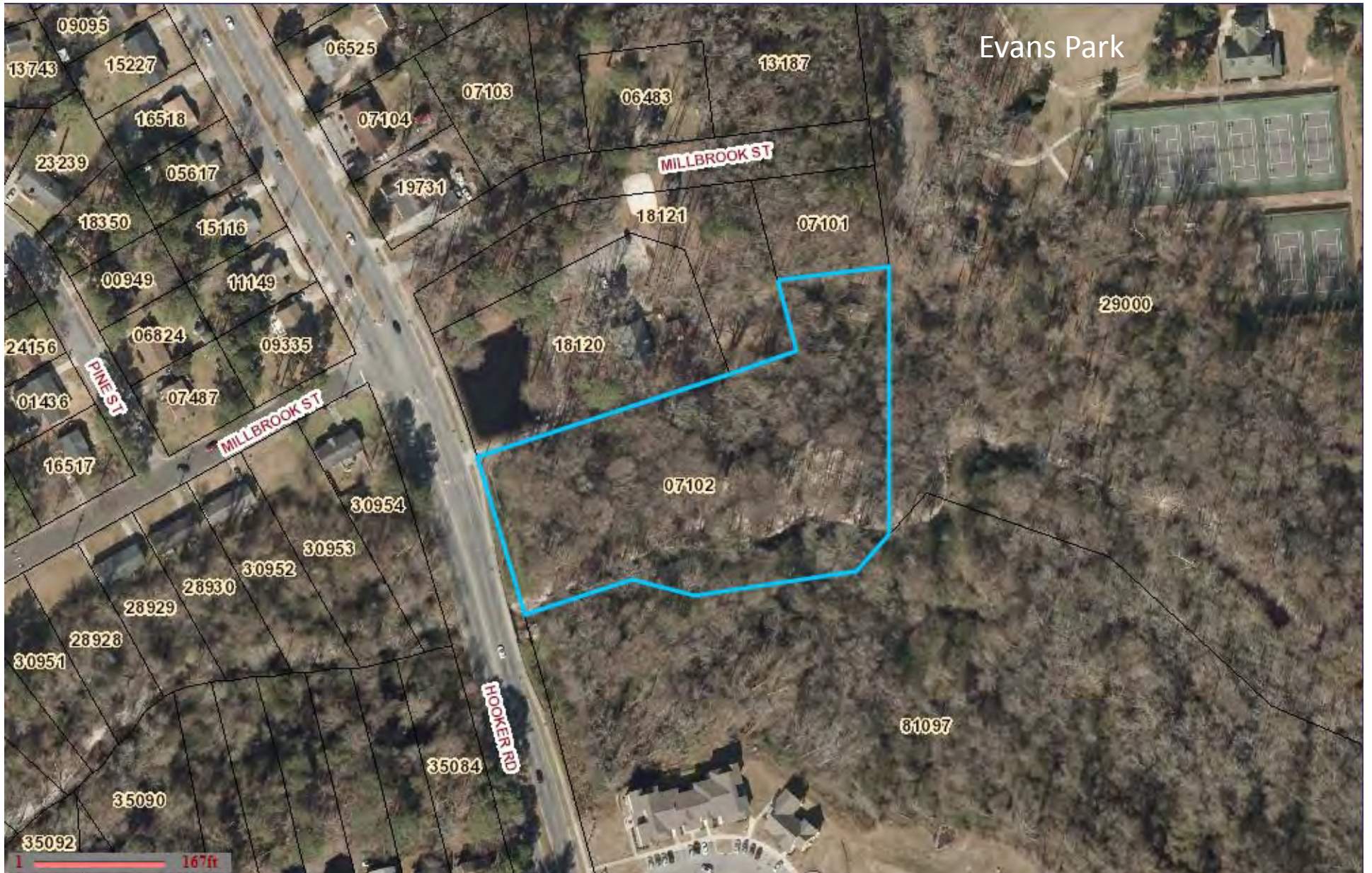
- ☐ Ray Evans Email, Property Donation
- ☐ OPIS Maps, Ray Evans Properties

Gary Fenton

From: rayevans@suddenlink.net
Sent: Friday, February 02, 2018 12:46 AM
To: Gary Fenton
Subject: lots for donation to Greenville Parks and recreation

Dear Mr.Fenton, This is verify that I am offering to donate to the City of Greenville parcels 7101 and 7102 , which adjoin Evans Park. Also there is a third parcel 0036270 which you indicated that the Police Dept. might be interested in for use as a substation. I would also be willing to donate that parcel. Please let me know what I need to do. Sincerely Yours,
Ray Evans









City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Adoption of the 2018 City of Greenville Federal Agenda

Explanation: **Abstract:** The Ferguson Group has been retained to represent the City of Greenville's interests by assisting with the identification of federal funding opportunities that further the strategic plans of the City of Greenville. Each year it is customary for the City Council and City staff to identify priority projects that will be pursued by The Ferguson Group in Congress on behalf of the City. A proposed 2018 Federal Agenda is attached for consideration and adoption.

Explanation: On December 19-20, 2017, Jennifer Imo of The Ferguson Group visited Greenville and met with available City Council Members and staff. Projects, programs, and legislative initiatives were identified for consideration in the development of a 2018 Federal Agenda for the City of Greenville. The attached document represents the items that The Ferguson Group will seek for funding and legislative actions and that are determined to be beneficial to the City of Greenville. The items presented represent projects and programs that will be matched to upcoming federal grant programs and anticipated legislative focus initiatives.

The 2017 Federal Agenda as adopted by City Council on January 9, 2017, has been aggressively pursued by The Ferguson Group and is attached for reference.

The Ferguson Group has been instrumental in securing funds for police officers and sought funding for the City of Greenville's TIGER grant application.

Fiscal Note: There is no impact to the current budget with the adoption of the proposed 2018 City of Greenville Federal Agenda.

Recommendation: Approval of the proposed 2018 City of Greenville Federal Agenda.

ATTACHMENTS:

- ❑ **Draft_2018_Greenville_Federal_Agenda_1079319**
- ❑ **Approved_2017_Federal_Agenda_1079386**



Find yourself in good company

**CITY OF GREENVILLE, NORTH CAROLINA
DRAFT 2018 FEDERAL AGENDA**

PROJECT/ISSUE	ACTION ITEM
PUBLIC SAFETY	
Police Department	<p>Pursue assistance for technology and equipment needs, diversion programs, and pre-trial services.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • DOJ's Edward Byrne JAG (formula and competitive grant) for mobile radios. • DOJ's Smart Policing Initiative to address gun violence (gunshot detection and predictive policing). • NIJ's Paul Coverdell Grant for a latent print examiner to reduce backlog of weapons processing, and digital scanner to efficiently process crime scenes. • Firehouse Subs for small equipment grants (applications due quarterly; apply in coordination with the Fire Department). • American Police and Sheriffs Association Equipment Grant program. • Spirit of Blue Safety Grants.
Fire-Rescue Department	<p>Pursue assistance for various equipment needs.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • FEMA's Assistance to Firefighters Grant Program for burn room equipment for training. • Firehouse Subs for smoke alarms (applications due quarterly; apply in coordination with Police Department).
Police and Fire	<p>Monitor and report on legislative and regulatory initiatives of interest to Greenville.</p> <ul style="list-style-type: none"> • Roll out of FirstNet and potential funding opportunities. • Fire-related tax incentives, such as the Fire Sprinkler Incentive Act, which was included comprehensive tax reform.

COMMUNITY AND ECONOMIC DEVELOPMENT

<p>West Greenville Neighborhood Revitalization Strategy Area</p>	<p>Support efforts to advance the West Greenville Neighborhood Revitalization Strategy Area.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • HUD’s Office of Healthy Homes and Lead Hazard Control for lead-based paint abatement and education. • HUD’s CDBG and HOME Programs. • DOT’s Safe Routes to School Program (through NCDOT) for sidewalks. • DOT’s Grant Program; • Private/foundation grant opportunities.
<p>Industrial/Office Park Development</p>	<p>Explore funding opportunities to fund infrastructure and/or property purchase to develop an Industrial/Office Park.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • Economic Development Administration’s Economic Adjustment Assistance Program/Public Works Program. • Private/foundation grant opportunities.
<p>A Time for Science</p>	<p>Explore funding opportunities for programs and exhibits at the Science Center.</p> <p>Potential funding opportunities:</p> <p>Institute of Museum and Library Sciences. Private/foundation grant opportunities.</p>

LABOR AND WORKFORCE DEVELOPMENT

<p>Workforce Development Initiative</p>	<p>Greenville is working to support workforce development initiatives particularly with Pitt Community College. The City also wants to expand to medical patenting.</p> <p>Explore funding options with U.S. Departments of Labor and Health and Human Services.</p>
<p>Small Business Development</p>	<p>The City will continue to support upstarts with funding and small business resources.</p> <p>Explore funding options with the Small Business Administration.</p>

ENERGY AND ENVIRONMENT

<p>Tar River Legacy Plan</p>	<p>Work with the U.S. Army Corps of Engineers to identify funding opportunities to address various aspects of the Plan, including bulk head replacement, stream restoration, overlook/river access, and dredging.</p>
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Watershed Master Plan	Identify funding opportunities for implementation of the Greenville Watershed Master Plan
Flood-Prone Properties	Secure federal assistance to acquire properties subject to recurring flooding (repetitive loss properties). Potential funding opportunities: FEMA's Hazard Mitigation Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program.
Brownfields	Help the City and East Carolina University secure a brownfields clean-up grant from the EPA.
TRANSPORTATION AND INFRASTRUCTURE	
Pitt - Greenville Airport	Support efforts to expand flight options and infrastructure improvements at Pitt-Greenville Airport.
Greene Street Bridge Improvements	Explore funding opportunities to add a bike/pedestrian lane to the Greene Street bridge to connect Town Common Park to River Park North.
West Greenville Multimodal Safety and Accessibility Improvements Project	DOT's BUILD Transportation Grant Program. Explore additional funding opportunities with DOT.
RECREATION AND PARKS	
Historic Preservation	Explore funding opportunities for Historic Drill Tower Preservation Project (in Dream Park) and Sycamore Hill Missionary Baptist Church Memorial. Potential funding opportunities: National Trust for Historic Preservation programs, including the African American Cultural Heritage Action Fund.
Greenfield Terrace Park	Apply for a grant under the National Park Service's Outdoor Recreation Legacy Program (through NC Division of Parks and Recreation). Secure debrief of previous application.
Public Arts Projects	Working with the local arts council, support efforts to secure assistance for public arts projects. Potential funding opportunities: National Endowment for the Arts (NEA) Our Town and Art Works Grant Programs.

STE(A)M Initiatives at Youth Facilities	Monitor funding opportunities within the U.S. Department of Education, NEA and private foundations.
Health and Wellness	Support the <i>Personal Health Investment Today Act (H.R. 1276/S. 482)</i> , which would expand the IRS definition of medical expenditures to include physical activity as preventative medicine, and allow individuals to use the pre-tax dollars in Flexible Spending Accounts and Health Savings Accounts on expenditures such as gym memberships, sports league fees, exercise classes, and other physical activities.
Social Equity	Support the <i>Community Parks Revitalization Act (H.R. 343)</i> , which would provide matching federal grants for park and recreation infrastructure in metropolitan areas. The bill would authorize HUD to provide funding to local park and recreation agencies, through three grant programs: <i>Rehabilitation and Construction</i> , the <i>Innovation and Recreation Program</i> and the <i>Recovery Action Program</i> . The bill also includes innovative financing for park infrastructure (“PIFIA”).
OTHER PRIORITIES	
Financing	Support H.R. 1624/S. 828, which would classify municipal securities as high quality liquid assets. H.R. 1624 passed the House on October 3, 2017.
Online Sales Tax Legislation	Monitor and report on legal action regarding state and local governments’ authority to collect taxes on Internet and mail-order sales; support legislative efforts to do the same.
FY 2019 Budget and Appropriations	Support full funding for the federal programs included on the City’s Federal Agenda.
Grants	Pursue relevant federal, state and foundation grant opportunities and secure congressional support for same.



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**CITY OF GREENVILLE, NORTH CAROLINA
2017 FEDERAL AGENDA**

PROJECT/ISSUE	ACTION ITEM
PUBLIC SAFETY	
Police Department	<p>Pursue assistance for technology needs and specialized personnel for community policing.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • DOJ's Edward Byrne JAG (formula and competitive grant). • DOJ's Smart Policing Initiative to address gun violence (gunshot detection and predictive policing). • NIJ's Paul Coverdell Grant for a latent print examiner to reduce backlog of weapons processing, and digital scanner to efficiently processing crime scenes. • COPS Hiring to expand the Neighborhood Police Officer Program. • BJA's Training and Technical Assistance to provide de-escalation training to police officers. • Firehouse Subs for small equipment grants (applications due quarterly). <p>In 2016, Greenville PD received a \$500,000 COPS Hiring Grant to hire four officers. Secured Congressional support letters from Reps. Butterfield and Jones & Sens. Burr and Tillis.</p>
Fire-Rescue Department	<p>Pursue assistance for various equipment needs.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • FEMA's Assistance to Firefighters Grant Program for rescue pumper truck (check Piers pumper truck eligibility). • Firehouse Subs for smoke alarms (applications due quarterly).
Hate Crimes	<p>Monitor and report on relevant legislation.</p>

COMMUNITY AND ECONOMIC DEVELOPMENT

<p>West Greenville Neighborhood Revitalization Strategy Area</p>	<p>Support efforts to advance the West Greenville Neighborhood Revitalization Strategy Area.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • HUD’s Office of Healthy Homes and Lead Hazard Control for lead-based paint abatement and education. • HUD CDBG and HOME Programs. • DOT’s Safe Routes to School Program (through NCDOT) for sidewalks. • Private/foundation grant opportunities.
<p>Industrial/Office Park Development</p>	<p>Explore funding opportunities to fund infrastructure and (or property purchase) to develop an Industrial/Office Park.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • Economic Development Administration’s Economic Adjustment Assistance Program/Public Works Program
<p>Go Science Center</p>	<p>Explore funding opportunities for programs and exhibits at the Science Center.</p> <p>Potential funding opportunities: Institute of Museum and Library Sciences</p>
<p>Antenna Replacement</p>	<p>Support efforts to relocate the radio antenna in Town Common Park that services minority-owned and operated local radio station, WOW.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • Small Business Administration’s 8(a) Business Development Program • Corporation for Public Broadcasting • Federal Communications Commission
<p>Acquisition of Federal Property</p>	<p>Explore opportunities for acquisition of Federal Property in the Uptown Area for redevelopment opportunities such as the Post Office.</p>

LABOR AND WORKFORCE DEVELOPMENT

<p>Workforce Development Initiative</p>	<p>Greenville is working with Pharma / Life Sciences and Pitt Community College. The City also wants to expand to medical patenting.</p> <p>Explore funding options with U.S. Departments of Labor and Health and Human Services.</p>
<p>Small Business Development</p>	<p>The City will continue to fund upstarts with seed money using HUD CDBG funds, but would like to expand its offerings to both retail (current focus) and restaurants.</p> <p>Explore funding options with the Small Business Administration.</p>

ENERGY AND ENVIRONMENT

<p>Tar River Legacy Plan</p>	<p>Work with the U.S. Army Corps of Engineers to identify funding opportunities to address various aspects of the Plan, including bulk head replacement, stream restoration, living shoreline, and dredging.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • Corps of Engineers Sections 107, 204, 206
<p>Watershed Master Plan</p>	<p>Identify funding opportunities for implementation of the Greenville Watershed Master Plan.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • Corps of Engineers Section 205 • WIFIA
<p>Town Creek Culvert</p>	<p>Support efforts to change the existing \$13M State Revolving Loan Fund's 0% interest loan to one with negative interest or principal forgiveness.</p>
<p>Flood-Prone Properties</p>	<p>Secure federal assistance to acquire properties subject to recurring flooding (repetitive loss properties).</p> <p>Potential funding opportunities: FEMA's Hazard Mitigation Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program.</p>

TRANSPORTATION AND INFRASTRUCTURE

<p>Pitt - Greenville Airport</p>	<p>Support efforts to expand flight options at Pitt-Greenville Airport. Identify funding programs and opportunities for repairs to runway and infrastructure damages suffered from the effects of Hurricane Matthew.</p>
<p>Pedestrian Bridge</p>	<p>Explore funding opportunities to construct a pedestrian bridge from Town Common Park to the River Park North Boardwalk.</p>

RECREATION AND PARKS

<p>Historic Drill Tower Preservation Project (in Dream Park)</p>	<p>Explore funding opportunities for tower preservation project.</p>
<p>Public Art Projects</p>	<p>Working with the local arts council, support efforts to secure assistance for public arts projects.</p> <p>Potential funding opportunities: National Endowment for the Arts (NEA) Our Town and Art Works Grant Programs.</p>

STE(A)M Initiatives at Youth Facilities	Monitor funding opportunities within the U.S. Department of Education and NEA.
Conservation Initiatives	<p>Support efforts to reintroduce the following legislation in the 115th Congress:</p> <p><i>No Child Left Inside (H.R. 882/S. 492)</i>, which would amend “No Child Left Behind” to strengthen and expand environmental education in classrooms by providing funds to encourage partnerships between school districts and parks, as well as with other community-based organizations</p> <p><i>Healthy Kids Outdoors Act (H.R. 2014/S.1078)</i>, which would provide funding to states for development of comprehensive strategies to expand environmental education through the school system and finding other means of getting kids and families more physically active in the outdoors.</p>
Health and Wellness	<p>Support reauthorization of the <i>Child Nutrition Act</i>, which funds the USDA’s Summer Food Service Program and the Child and Adult Care Food Program; the current program expired September 30, 2015.</p> <p>Support reintroduction of the <i>Personal Health Investment Today Act (H.R.1218/S.2218)</i>, which would expand the IRS definition of medical expenditures to include physical activity as preventative medicine, and allow individuals to use the pre-tax dollars in Flexible Spending Accounts and Health Savings Accounts on expenditures such as gym memberships, sports league fees, exercise classes, and other physical activities.</p>
Social Equity	Support reintroduction of the <i>Community Parks Revitalization Act (H.R.201)</i> , which would provide matching federal grants for park and recreation infrastructure in metropolitan areas. The bill would authorize HUD to provide funding to local park and recreation agencies, through three grant programs: <i>Rehabilitation and Construction</i> , the <i>Innovation and Recreation Program</i> and the <i>Recovery Action Program</i> . The bill also includes innovative financing for park infrastructure (“PIFIA”).
OTHER PRIORITIES	
Federal Disaster Funding	<p>Support efforts to access federal disaster funding related to Hurricane Matthew; programs funded in the FY 2017 Continuing Resolution include:</p> <ul style="list-style-type: none"> • USDA’s Emergency Watershed and Emergency Conservation Programs • Corps of Engineers’ Construction and Operations and Maintenance • DOT’s Emergency Relief Highways • HUD’s CDBG

Financing	<p>Support preservation of tax-exempt municipal bonds in comprehensive tax reform and support the marketability of municipal bonds.</p> <ul style="list-style-type: none"> • Support reintroduction H.R. 2209/S. 3404, which would classify municipal securities as high quality liquid assets.
Online Sales Tax Legislation	<p>Support passage of legislation that would grant state and local governments the authority to collect taxes on Internet and mail-order sales.</p>
FY 2018 Budget and Appropriations	<p>Support full funding for the federal programs included on the City's Federal Agenda, such as:</p> <ul style="list-style-type: none"> • HUD CDBG Program • HUD HOME Investment Partnership Program • DOJ Byrne Justice Assistance Grants • DOJ COPS Hiring • FEMA Grants • Land and Water Conservation Fund – Stateside Assistance Program • HHS Prevention and Public Health Grants (incl. CDC Arthritis Program)
Grants	<p>Pursue relevant federal, state and foundation grant opportunities and secure congressional support for same.</p>



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Discussion of 2018 State Legislative Initiatives

Explanation: **Abstract:** City Council will identify potential legislative initiatives to pursue with the local legislative delegation during the 2018 Session of the North Carolina General Assembly. After the initiatives have been identified, resolutions relating to the identified legislative initiatives will be prepared and scheduled to be acted upon by City Council at the Thursday, May 10, 2018, meeting.

Explanation: The North Carolina General Assembly will reconvene at noon on May 16, 2018. The 2018 Session is the "short" session, and the matters that may be considered are limited.

In accordance with the Adjournment Resolution approved by the General Assembly, the following may be considered in the 2018 Session:

(1) bills affecting the budget; (2) bills amending the NC Constitution; (3) bills and resolutions introduced in 2017 that passed the crossover deadline; (4) bills and resolutions implementing recommendations of study commissions and committees; (5) any noncontroversial local bill; (6) selection, appointment, or confirmation of state board and commission members; (7) any matter authorized by joint resolution; (8) a joint resolution authorizing the introduction of a bill; (9) any bill affecting state or local pension or retirement systems; (10) joint, House, or Senate resolutions authorized under Senate Rule 40(b) or House Rule 31; (11) bills concerning redistricting; (12) bills vetoed by the Governor, to consider overriding the veto; (13) election law bills; (14) bills to disapprove rules under GS 150B-21.3; and (15) a joint resolution adjourning the 2017 Regular Session, sine die.

Discussion by City Council of issues and local acts which it desires to pursue with our local legislative delegation during this Session should occur at this time so that the City's legislative initiatives can be developed and identified. Upon Council reaching a consensus, resolutions for Council's consideration will be presented at its Thursday, May 10, 2018, meeting which will request the City's local legislative delegation support of identified initiatives during the Session.

The City is not alone in its efforts to secure legislation which will assist it in providing services to its citizens. The North Carolina League of Municipalities, in representing its more than 540 member cities, towns, and villages, promotes the common interests of municipalities in the General Assembly. Attached is a copy of the NCLM Core Municipal Principles 2017-2018.

Some potential legislative initiatives for Council to consider for this session are as follows:

.....

1. Preservation and Enhancement of Municipal Revenue Sources

Support efforts to preserve the existing revenue sources of cities and to enhance the revenue sources which cities have the authority to implement. Cities are reliant upon municipal revenue sources in order to provide services to their citizens. The available revenue sources for cities are limited. Any reduction of municipal revenue sources will result in budget problems for cities. Cities would then be required to either reduce services provided to citizens or increase revenues from other sources. It is important that existing municipal revenue sources be preserved. An example which is extremely important to the City of Greenville is that the current formula for the distribution of sales tax should be retained. In recent sessions, there has been discussion of reform of the sales tax including alteration of the distribution formula which would not be beneficial to the City of Greenville by transferring money primarily to rural and suburban counties and cities. Sales tax is a significant revenue source for the City of Greenville. The sales tax should continue to be a reliable and growing source of revenue for cities. Additionally, the North Carolina League of Municipalities continues to work on legislation that would provide cities with additional locally controlled revenue options. An enhancement of revenue sources would assist the City of Greenville in providing services to its citizens.

2. Economic Development

Support legislation which promotes economic development. The existing economic development funds and programs have allowed cities to be competitive when seeking businesses and industries that grow jobs and the local economy. Existing programs include the Job Development Investment Grant (JDIG) program (a state level discretionary program that provides grants to businesses that create new jobs and make a capital investment), the Building Reuse Grant (a program that provides grants to local governments for the renovation of vacant buildings and job creation), the OneNC program (a program that allows the Governor to respond quickly to competitive job creation projects), and the Workforce Development program (a program that allows community colleges to train local citizens to fill job vacancies and provide a skilled workforce for an incoming or expanding company). The continuation of state historic tax credits facilitates development. For all of these, legislation which provides sufficient funding is necessary. Additionally, legislation which encourages a regional development approach that benefits eastern North Carolina will also benefit Greenville.

3. Hate Crime Law

Seek legislation which will establish a hate crime as a felony and broaden the definition to include additional types of bias. North General Statute 14-401.14 establishes ethnic intimidation as a criminal offense punishable as a misdemeanor when a person assaults another person or damages or defaces the property of another person because of race, color, religion, nationality, or country of origin. North Carolina General Statute 14-4 provides for the enhancement of the punishment of a misdemeanor if it is committed because of the victim's race, color, religion, nationality or country of origin. An update of the current North Carolina law to reinforce the seriousness of hate crimes is sought. This would include updating the language from ethnic intimidation to hate crime, making a violation a felony instead of a misdemeanor, providing for the potential of a civil penalty, and broadening the definition of the types of bias which would establish a violation. A proposed revision to North Carolina General Statute 14-401.14 is attached.

4. Parks and Recreation Trust Fund

Seek an additional \$10 million in recurring funding for the Parks and Recreation Trust Fund. An additional \$10 million in recurring funding will keep the Trust Fund at the same level of funding it received in FY 2016-17

(\$10 million of non-recurring funding was allocated). The Parks and Recreation Trust Fund provides funding for land acquisition and development of municipal recreation facilities. The City of Greenville has benefited from this Trust Fund in the Drew Steele Center and the Aquatics and Fitness Center. The provision of recurring funding will maintain and preserve the significant benefits of this Trust Fund.

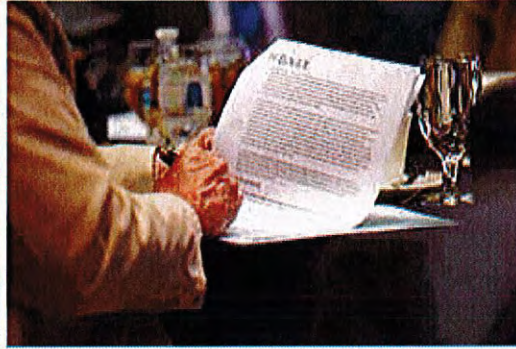
Fiscal Note: The development of the Legislative Initiatives will not have a fiscal impact.

Recommendation: Identify the initiatives which Council desires to include in its Legislative Initiatives so that resolutions for Council action at the May 10, 2018, meeting can be developed.

ATTACHMENTS:

- ▣ **2017-2018 Municipal Advocacy Goals**

MUNICIPAL ADVOCACY GOALS 2017-2018



NCLM LEAGUE
OF MUNICIPALITIES

2016-2017 Board of Directors



PRESIDENT
Mayor Bob Matheny
Zebulon



VICE PRESIDENT
Mayor Pro Tem
Michael Lazzara
Jacksonville

League District 1	Mayor Roland Vaughan, Edenton
League District 2	Council Member William Pitt, Washington
League District 3	Council Member Earl Sheridan, Wilmington
League District 4	Mayor Gloristine Brown, Bethel
League District 5	Council Member Lamont Wiggins, Rocky Mount
League District 6	Council Member Liz Johnson, Morrisville
League District 7	Mayor David McNeill, Southern Pines
League District 8	Mayor Jim Taylor, Matthews
League District 9	Council Member Denise Adams, Winston-Salem
League District 10	Council Member Ben Willis, Lenoir
League District 11	Mayor Pro Tem Dennis Bailey, Shelby
League District 12	Robert Scott, Franklin
At Large	Mayor Terry Mann, Whiteville
At Large	Council Member Jennifer Parsley, Concord
At Large	Mayor Allen Thomas, Greenville
Charlotte	Council Member Ed Driggs
Durham	Mayor Pro Tem Cora Cole-McFadden
Greensboro	Mayor Nancy Vaughan
Fayetteville	Mayor Nat Robertson
Raleigh	Mayor Pro Tem Kay Crowder
Winston-Salem	Council Member Derwin Montgomery
President's Appointment	Chuck Allen, Mayor, Goldsboro
President's Appointment	Doris Loomis, Commissioner, Biltmore Forest
President's Appointment	Chris Rey, Mayor, Spring Lake
President's Appointment	Lewis Weatherspoon, Mayor, Angier
Undesignated Affiliate Rep.	Michelle Daniels, Fiscal Manager, Raleigh
Undesignated Affiliate Rep.	Chief of Police Bence Hoyle, Cornelius
Manager	Alison Melnikova, Town Manager, Laurel Park
Manager	Richard Olson, City Manager, Elizabeth City
Manager	Roger Stancil, Town Manager, Chapel Hill
Clerk	Melissa Adams, Town Clerk, Hope Mills
Attorney	Patrick Baker, Durham

The Municipal Advocacy Goals contained in this document represent the collective policy priorities of the 540 members of the N.C. League of Municipalities. They are the result of a member-driven process involving more than 250 municipal officials from across North Carolina – those officials representing large cities and small towns, high-tech job hubs and rural farming communities, tourism-driven local economies and military-dependent communities.

Legislative Priorities for 2017-2018

Infrastructure

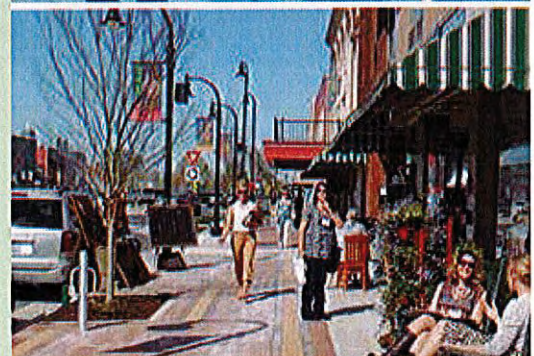
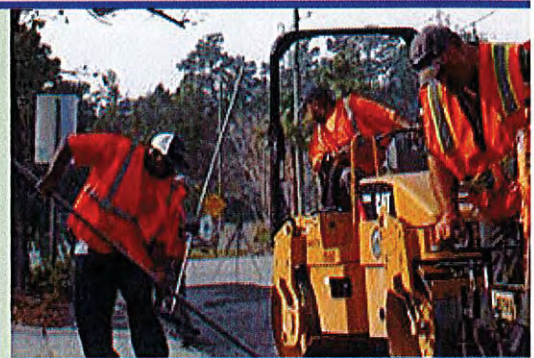
- Provide more state-level funding to meet local infrastructure demands for a growing population.
- Address court rulings so that municipalities can continue to prepare for growth.

Economic Growth

- Revise economic tier designations so that all towns and cities can thrive.
- Fund competitive film grants, robust historic preservation efforts and Main Street Solution programs so that cities and towns can continue to grow the economy and jobs.

Fiscal Health

- Allow more locally-controlled revenue options.
- Provide budget flexibility regarding sales tax changes.

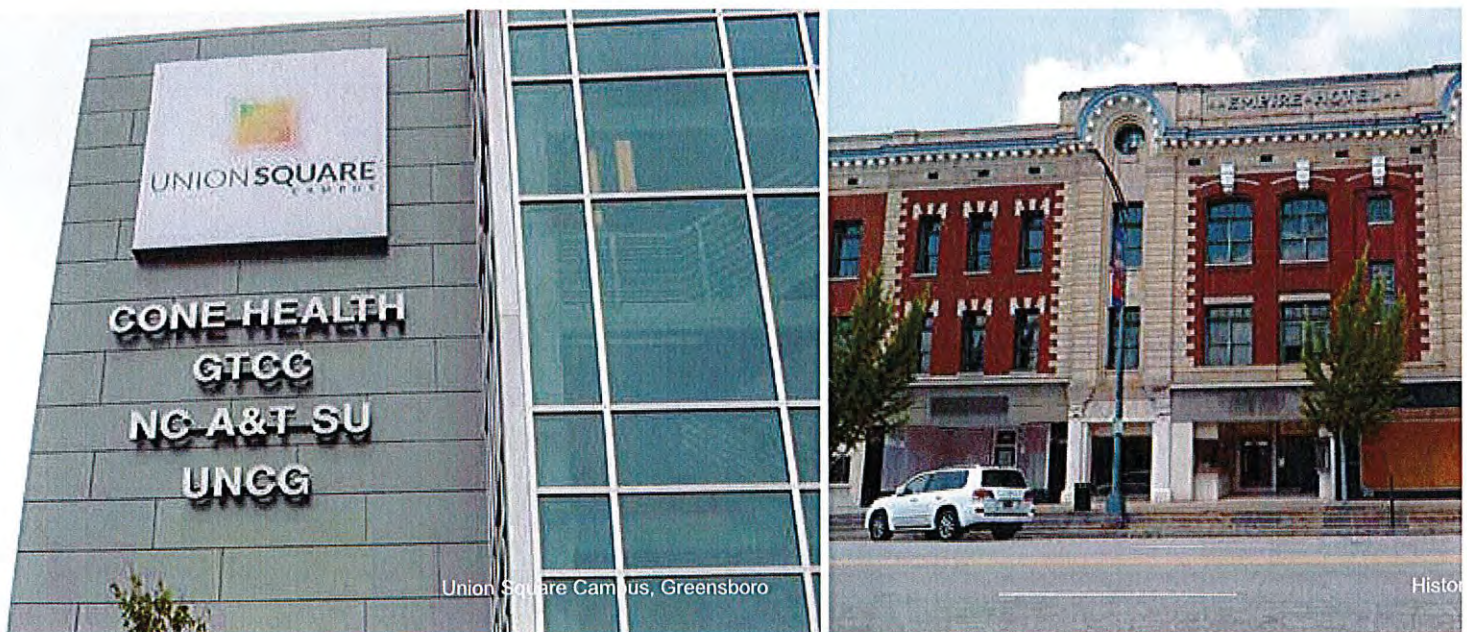


Fiscal Health

- Seek legislation to provide municipalities with additional locally-controlled revenue options.
- Seek legislation to alter the current statutes governing distribution of local sales taxes by requiring a one-year delay in implementation when a county or the legislature changes its method of distributing sales tax revenue.
- Support legislation to bolster the state's mental health and intellectual/developmental disabilities (I/DD) treatment resources, including resources and solutions to lessen the strain on sworn law enforcement officers when providing custody of individuals in crisis.
- Support legislation which defends the fiscal integrity of the Local Government Employees' Retirement System and its defined benefit structure, promotes reasonable pension reforms that are prospective in nature, and meets the needs of local employees, employers, and retirees.

Economic Growth

- Seek legislation to allow room occupancy tax revenues to be used to fund municipal service and infrastructure costs in order to support travel and tourism.
- Support legislation that will provide sufficient funding at the state level for incentive programs such as a competitive film incentive program, robust state historic preservation tax credits, and the Main Street Solutions fund necessary to grow jobs and the economy.
- Support legislation to revise the tier method of measuring levels of economic distress to focus on the causes of distress and taking sub-county data into account.



Municipal Authority

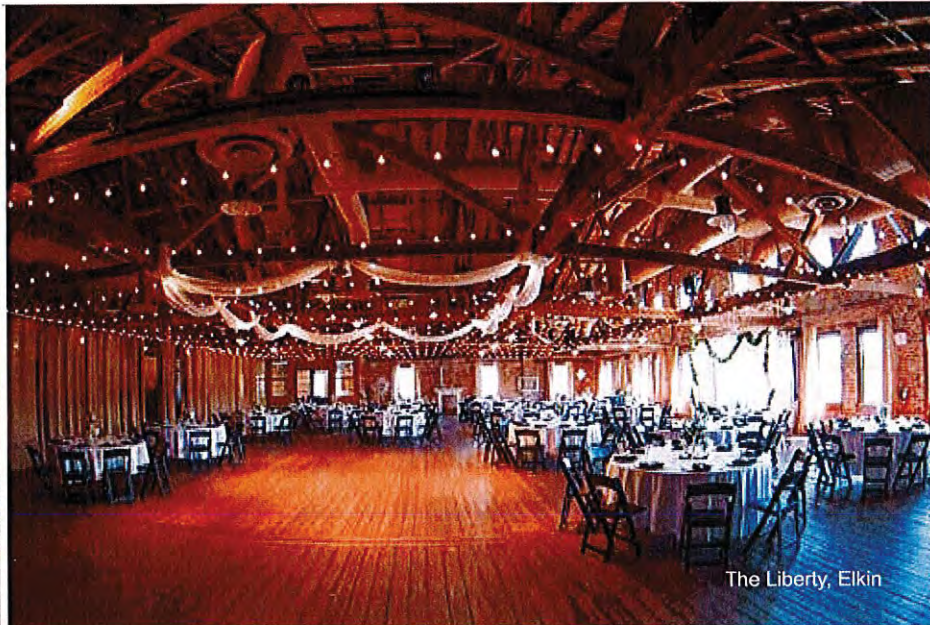
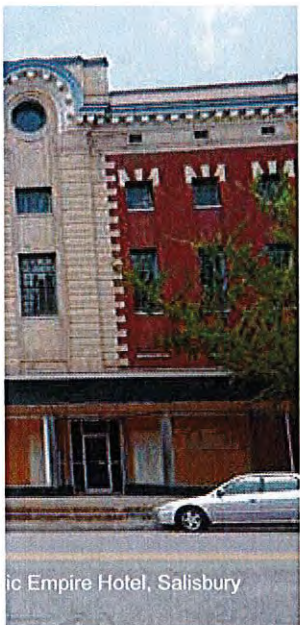
- Support municipal authority over municipal personnel issues.
- Support legislation that provides for municipal elections to be determined by local municipal authority.
- Oppose legislation that interferes with local management or ownership of local assets.

Public Infrastructure

- Seek legislation eliminating municipalities' repayment of water- and sewer- growth related fees that have been previously collected, and providing municipalities with the authority to assess the level of fees and charges necessary for continued growth and economic development in the future.
- Seek legislative and administrative changes to the STIP process that give local priorities increased weight in the allocation of transportation funds.
- Seek legislation to increase state-level funding for municipal infrastructure needs.
- Support legislation that recognizes that management of a public utility is best determined by the local owning entity due to their consideration of financing, engineering, and regulatory responsibilities.

Federal

- Seek opportunities to support the passage of the federal e-fairness legislation.



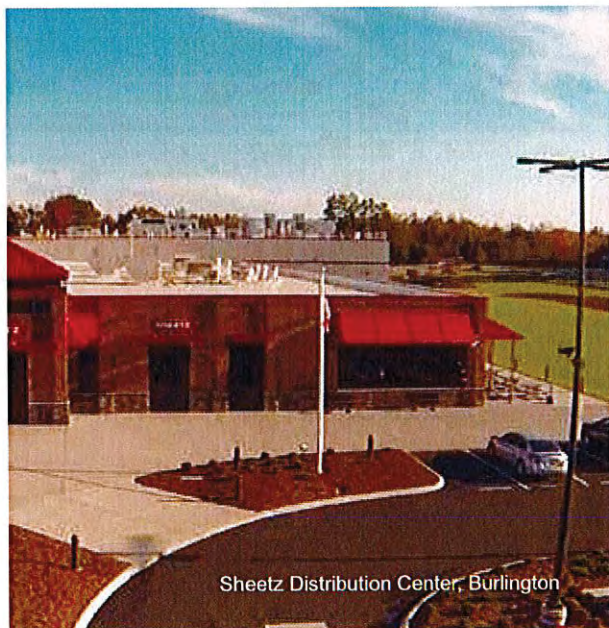
NCLM Advocacy and Public and Government Affairs Team

Paul Meyer
Executive Director
(919) 715-3930 | Cell: (919) 413-2901
pmeyer@nclm.org

Erin Wynia
Legislative Counsel
(919) 715-4126 | Cell: (919) 961-6108
ewynia@nclm.org

Rose Vaughn Williams
**Associate Executive Director of
Public and Government Affairs**
(919) 715-2911
rwilliams@nclm.org

Sarah Collins
Legislative & Regulatory Counsel
(919) 715-2919 | Cell: (919) 368-1269
scollins@nclm.org





City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Ordinance Approving 2017-2018 Capital Reserve Fund Designations

Explanation: **Abstract:** An update on the Capital Reserve Fund will be provided, and Council is asked to consider an ordinance approving 2017-2018 Capital Reserve Fund designations based on budget ordinance amendment #9, which will also be considered at the May 7, 2018 City Council meeting.

Explanation: Attached for Council consideration is an ordinance approving the 2017-2018 Capital Reserve Fund designations as included in Budget Ordinance Amendment #9.

Budget Ordinance Amendment #9 includes the transfer of \$2,000,000 from the Capital Reserve Fund to the Recreation & Parks Capital Project Fund. The \$2,000,000 transfer to the Recreation & Parks Capital Project Fund will serve as the budget for the Sycamore Hill Gateway project on the Town Common. The project is currently at 60% design with construction bids scheduled for August of 2018. Construction on the project is anticipated to begin in the fall of 2018.

The following documents are attached:

1. Capital Reserve Fund - Detail of Designations –

- This report shows the Capital Reserve Fund balance that was approved by City Council on April 9, 2018, changes to those designations, and the proposed designations as of the May 7, 2018 City Council meeting.

2. Ordinance Amending the Fund -

- This document reflects the proposed projects that have been included in the Capital Reserve Fund at this time. The Local Budget and Fiscal Control Act requires that a transfer to the Capital Reserve Fund state (i) the approximate periods of time during which the monies are to be accumulated for each purpose, (ii) the approximate amounts to be accumulated for each purpose, and (iii) the sources from which monies for each purpose will be derived.

Fiscal Note:

The Capital Reserve Fund balance stands at approximately \$4,725,245 and reflects the capital project priorities of the City Council as included in Budget Ordinance Amendment #9.

Recommendation: Approve 2017-2018 Capital Reserve Fund designations and adopt the Capital Reserve Fund ordinance.

ATTACHMENTS:

- ▢ **Capital_Reserve_Designations_606168**
- ▢ **Update_to_Capital_Reserve_Fund_Ordinance_612543**

Capital Reserve Fund - Detail of Designations - May, 2018

Purpose	Approved Designations	Inc/(Dec)	Interest	Proposed Designations
	April 9, 2018			May 7, 2018
Convention Center Project(s)	\$ 390,487	\$ -	\$ -	\$ 390,487
Dickinson Avenue Project(s)				
Dickinson Parking	\$ 1,300,751	\$ -	\$ -	\$ 1,300,751
Dickinson Avenue Streetscape	1,600,000	-	-	1,600,000
Subtotal Dickinson Avenue Project(s)	\$ 2,900,751	\$ -	\$ -	\$ 2,900,751
Transportation				
Sidewalk Construction - DOT projects	\$ 52,059	\$ -	\$ -	\$ 52,059
DOT Project - Firetower NC43 to 14th Street	187,480	-	-	187,480
DOT Project - Firetower 14th Street to NC33	244,389	-	-	244,389
DOT Project - Evans Street Widening	-	-	-	-
DOT Project - 14th Street Widening	-	-	-	-
Street Signal Conversion	912,000	-	-	912,000
Subtotal Transportation	\$ 1,395,928	\$ -	\$ -	\$ 1,395,928
Community Development				
Parking Station Reserves	\$ 38,079	\$ -		\$ 38,079
Capital Investment Grant	-	-	-	-
Subtotal Community Development	\$ 38,079	\$ -	\$ -	\$ 38,079
Recreation and Parks				
Town Common Gateway	\$ 2,000,000	A (2,000,000)	-	\$ -
Open Space for Land Banking	-	-	-	-
Subtotal Recreation and Parks	\$ 2,000,000	\$ (2,000,000)	\$ -	\$ -
Total	\$ 6,725,245	\$ (2,000,000)	\$ -	\$ 4,725,245

A Transfer to pay for Sycamore Hill Gateway Plaza to be located on the Town Common

ORDINANCE NO. 18-
AN ORDINANCE AMENDING THE CAPITAL RESERVE FUND
FOR THE CITY OF GREENVILLE

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

Section I. The Capital Reserve Fund is amended as follows:

<u>Amount</u>	<u>Sources of Monies</u>	<u>Purpose</u>	<u>Accumulation Period</u>
\$ 38,079	General Fund	Parking Station Reserves	10 years
52,059	General Fund	Transportation – Sidewalk Construction	5 years
187,480	General Fund	DOT - Firetower NC43 to 14th St	5 years
390,487	CVA Fund	Convention Center Project (s)	10 years
244,389	General Fund	DOT - Firetower 14th St to NC33	5 years
0	General Fund	DOT – Evans Street Widening	5 years
1,600,000	General Fund	Dickinson Avenue Streetscape	5 years
912,000	General Fund	Street Signal Conversion	10 years
0	General Fund	Town Common Gateway	2 years
<u>1,300,751</u>	General Fund	Dickinson Avenue Development Project(s)	2 years
<u>\$ 4,725,245</u>			

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

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

Adopted this 7th day of May, 2018.

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville,
North Carolina

Meeting Date: 5/7/2018

Time: 6:00 PM

Title of Item: Budget Ordinance Amendment #9 to the 2017-2018 City of Greenville Budget (Ordinance #17- 040) and the Capital Projects Fund (Ordinance #17-024)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2017-2018 budget and other funds as identified.

Explanation: Attached for consideration at the May 7, 2018, City Council meeting is an ordinance amending the 2017-2018 City of Greenville budget (Ordinance #17-040) and the Capital Projects Fund (Ordinance #17-024).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Move contingency funds to Economic Development for workforce development initiatives at Pitt Community College. Approved at April 12, 2018 City Council Meeting.	General Fund	\$ -
B	Move funds from Capital Reserve fund to begin work on Sycamore Hill Gateway Plaza.	Capital Reserve Rec & Parks Cap Projects	\$ 2,000,000
C	Recognize additional lease funds and sale of property funds within the West Greenville Project.	CD Capital Projects	\$ 41,470

Fiscal Note: The budget ordinance amendment affects the following funds:

<u>Fund Name</u>	<u>2017-18 Budget per Amend #8</u>	<u>Amend #9</u>	<u>2017-18 Budget per Amend #9</u>
General	\$92,268,994	\$ -	\$92,268,994
Public Transportation	\$4,746,577	\$ -	\$4,746,577
Facilities Improvement	\$3,042,730	\$ -	\$3,042,730
Vehicle Replacement	\$5,311,895	\$ -	\$5,311,895
Sheppard Memorial Library	\$2,622,548	\$ -	\$2,622,548
Public Works Capital Projects	\$46,414,463	\$ -	\$46,414,463
Recreation and Parks Capital Projects	\$6,402,459	\$2,000,000	\$8,402,459
Special Revenue Grants	\$6,668,862	\$ -	\$6,668,862
CD Capital Projects	\$18,399,815	\$41,470	\$18,441,285
Stormwater Utility	\$8,185,766	\$ -	\$8,185,766
Police Capital Projects	\$5,541,814	\$ -	\$5,541,814
Enterprise Capital Projects	\$41,157,388	\$ -	\$41,157,388
Convention and Visitors Authority (CVA)	\$1,303,203	\$ -	\$1,303,203
Capital Reserve	\$7,525,245	\$ -	\$7,525,245
Housing	\$5,864,566	\$ -	\$5,864,566

Recommendation: Approve budget ordinance amendment #9 to the 2017-2018 City of Greenville budget (Ordinance #17-040) and the Capital Projects Fund (Ordinance #17-024)

**ORDINANCE NO. 18-
CITY OF GREENVILLE, NORTH CAROLINA**

Ordinance (#9) Amending the 2017-18 Budget (Ordinance #17-040) and Capital Projects Fund (Ordinance #17-024)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #8	Budget Amendment #9		2017-18 Budget per Amend #9
		A.	Total Amend #9	
ESTIMATED REVENUES				
Property Tax	\$ 32,750,000	\$ -	\$ -	\$ 32,750,000
Sales Tax	18,923,000	-	-	18,923,000
Video Prog. & Telecom. Service Tax	923,767	-	-	923,767
Rental Vehicle Gross Receipts	133,378	-	-	133,378
Utilities Franchise Tax	7,102,077	-	-	7,102,077
Motor Vehicle Tax	1,503,457	-	-	1,503,457
Other Unrestricted Intergov't	878,341	-	-	878,341
Powell Bill	2,220,065	-	-	2,220,065
Restricted Intergov't Revenues	1,885,972	-	-	1,885,972
Licenses, Permits and Fees	4,555,992	-	-	4,555,992
Rescue Service Transport	3,127,484	-	-	3,127,484
Parking Violation Penalties, Leases,	216,363	-	-	216,363
Other Sales & Services	178,386	-	-	178,386
Other Revenues	805,125	-	-	805,125
Interest on Investments	400,000	-	-	400,000
Transfers In GUC	6,651,919	-	-	6,651,919
Transfer from CDBG	100,000	-	-	100,000
Transfer from Other Funds	95,000	-	-	95,000
Appropriated Fund Balance	9,818,668	-	-	9,818,668
Total Revenues	\$ 92,268,994	\$ -	\$ -	\$ 92,268,994
APPROPRIATIONS				
Mayor/City Council	\$ 457,998	\$ -	\$ -	\$ 457,998
City Manager	2,513,915	8,500	8,500	2,522,415
City Clerk	265,083	-	-	265,083
City Attorney	460,767	-	-	460,767
Human Resources	2,790,698	-	-	2,790,698
Information Technology	3,033,452	-	-	3,033,452
Fire/Rescue	15,000,060	-	-	15,000,060
Financial Services	2,302,180	-	-	2,302,180
Recreation & Parks	8,597,178	-	-	8,597,178
Police	26,155,214	-	-	26,155,214
Public Works	10,933,294	-	-	10,933,294
Community Development	2,542,368	-	-	2,542,368
OPEB	500,000	-	-	500,000
Contingency	20,000	(8,500)	(8,500)	11,500
Indirect Cost Reimbursement	(1,459,519)	-	-	(1,459,519)
Capital Improvements	-	-	-	-
Total Appropriations	\$ 74,112,689	\$ -	\$ -	\$ 74,112,689
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 18,156,305	\$ -	\$ -	\$ 18,156,305
Total Other Financing Sources	\$ 18,156,305	\$ -	\$ -	\$ 18,156,305
Total Approp & Other Fin Sources	\$ 92,268,994	\$ -	\$ -	\$ 92,268,994

Section II: Estimated Revenues and Appropriations. Capital Reserve Fund, of Ordinance #17-064 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #8	B.	Total Amend #9	2017-18 Budget per Amend #9
ESTIMATED REVENUES				
Transfers from General Fund	\$ 5,093,803	\$ -	\$ -	\$ 5,093,803
Appropriated Fund Balance	2,431,442	-	-	2,431,442
Total Revenues	<u>\$ 7,525,245</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,525,245</u>
APPROPRIATIONS				
Firetower - NC43 to 14th	\$ 187,480	\$ -	\$ -	\$ 187,480
Firetower - 14th to NC33	244,389	-	-	244,389
Evans Street Widening	-	-	-	-
Street Signal Conversion	912,000	-	-	912,000
Dickinson Parking	-	-	-	-
Town Common Gateway	2,000,000	(2,000,000)	(2,000,000)	-
Convention Center Projects	390,487	-	-	390,487
Parking Station Reserve	38,079	-	-	38,079
Transportation - Sidewalk Construction	52,059	-	-	52,059
Dickinson Avenue Streetscape	1,600,000	-	-	1,600,000
Dickinson Avenue Development Proj	1,300,751	-	-	1,300,751
Transfer to Capital Project Fund	800,000	2,000,000	2,000,000	2,800,000
Total Appropriations	<u>\$ 7,525,245</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,525,245</u>

Section III: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #8	B.	Total Amend #9	2017-18 Budget per Amend #9
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	2,527,864	-	-	2,527,864
Transfer from Debt Service	32,500	-	-	32,500
Transfer from Capital Reserve	122,153	2,000,000	2,000,000	2,122,153
Bond Proceeds	2,100,000	-	-	2,100,000
Transfer from CD Cap Project Fund	25,000	-	-	25,000
Transfer from FIP	44,818	-	-	44,818
Total Revenues	<u>\$ 6,402,459</u>	<u>\$ 2,000,000</u>	<u>\$ 2,000,000</u>	<u>\$ 8,402,459</u>
APPROPRIATIONS				
South Greenville Reconstruction	\$ 3,499,500	\$ -	\$ -	\$ 3,499,500
Trillium Park Equipment Project	1,000,000	-	-	1,000,000
Town Common Renovations	985,932	-	-	985,932
Water Sports Facility Project	244,942	-	-	244,942
Westside Land Acquisition & Dev	361,453	-	-	361,453
Town Common Gateway	-	2,000,000	2,000,000	2,000,000
Tar River	310,632	-	-	310,632
Total Appropriations	<u>\$ 6,402,459</u>	<u>\$ 2,000,000</u>	<u>\$ 2,000,000</u>	<u>\$ 8,402,459</u>

Section IV: Estimated Revenues and Appropriations. Community Development Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #8	C.	Total Amend #9	2017-18 Budget per Amend #9
ESTIMATED REVENUES				
Transfers In / CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers / Ctr City Rev Project	160,500	-	-	160,500
Transfers / Trans from Energy Eff	275,000	-	-	275,000
Transfers from General Fund	1,040,000	-	-	1,040,000
Rstrc Intgv / Spec ST Fed Grant	400,000	-	-	400,000
Rstrc Intgv / Grant Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev / Sale of Property	412,488	9,600	9,600	422,088
Rental Income	221,305	31,870	31,870	253,175
Other Revenues	437,089	-	-	437,089
Total Revenues	\$ 18,399,815	\$ 41,470	\$ 41,470	\$ 18,441,285
APPROPRIATIONS				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,166,506	41,470	41,470	6,207,976
Center City Revitalization Project	5,349,156	-	-	5,349,156
Energy Efficient Revolving Loan Prog	550,000	-	-	550,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Purchase	1,015,000	-	-	1,015,000
Transfer to R&P Capital Project	25,000	-	-	25,000
Total Appropriations	\$ 18,399,815	\$ 41,470	\$ 41,470	\$ 18,441,285

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

Adopted this 7th day of May, 2018

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville
 Budget Amendment #9
 Fiscal Year 2017-18

GENERAL FUND

Fund Balance Appropriated per Amendment #9

	General Fund	Powell Bill Fund	Total
2017-18 Adopted Budget Ordinance			
General Fund	\$ 465,766	\$ -	\$ 465,766
Powell Bill	-	712,578	712,578
Subtotal	\$ 465,766	\$ 712,578	\$ 1,178,344
Capital Project Carryover From FY2016-17			
Eastside Park Development	\$ 123,900	\$ -	\$ 123,900
Fire/Rescue Parking Lot #3	139,551	-	139,551
Fire Station #2	244,665	-	244,665
Fire/Rescue Defibrillators	35,500	-	35,500
City Hall Upgrades	13,519	-	13,519
Purchasing Expansion	187,270	-	187,270
Greenmill Run Greenway	11,323	-	11,323
Mast Arm Poles	100,000	-	100,000
Parking Lot Upkeep	81,903	-	81,903
Street Lighting	76,225	-	76,225
Cemetary Enhancements	30,000	-	30,000
Signal Progression	35,000	-	35,000
Sidewalk Construction Program	-	412,056	412,056
911 Communications Center Update	312,830	-	312,830
Public Safety Storage	225,500	-	225,500
COPS 2016 Grant Match	181,500	-	181,500
Bathroom Construction - Westpointe	65,300	-	65,300
Westpointe Land Acquisition & Dev	26,485	-	26,485
Building Reuse Grant City Match	7,500	-	7,500
Firetower - NC 43 to 14th	187,480	-	187,480
Firetower - 14th to NC 33	531,160	-	531,160
Street Signal Conversion	912,000	-	912,000
14th Street Widening	201,963	-	201,963
Street Lights & Cameras	1,000,000	-	1,000,000
Sidewalk Development Parking Lot	288,734	-	288,734
Town Common Gateway	2,000,000	-	2,000,000
Dickinson Avenue Streetscape	711,266	-	711,266
Subtotal	\$ 7,730,574	\$ 412,056	\$ 8,142,630

City of Greenville
 Budget Amendment #9
 Fiscal Year 2017-18

GENERAL FUND

Fund Balance Appropriated per Amendment #9

	General Fund	Powell Bill Fund	Total
Donation Carryover From 2016-17	205,109	-	205,109
Economic Development Carryover			
Revolving Loan Fund	\$ 266,585	\$ -	\$ 266,585
Subtotal	\$ 266,585	\$ -	\$ 266,585
Other Appropriations			
Façade Improvement Grant Funds	\$ 26,000	\$ -	\$ 26,000
	\$ 26,000	\$ -	\$ 26,000
Total Appropriated as of Amendment #9	\$ 8,694,034	\$ 1,124,634	\$ 9,818,668

City of Greenville
Budget Amendment #9
Fiscal Year 2017-18

GENERAL FUND

General Fund Contingency Available for Appropriation per Amendment #9:

2017-18 Contingency Fund Budget \$ 200,000

Appropriations As of Amendment #9:

North Carolina League of Municipalities Conference	\$	(50,000)	
Lawn Maintenance - Recreation and Parks	\$	(50,000)	
Community Development Housing Analysis	\$	(20,000)	
Uptown Greenville City Contribution	\$	(50,000)	
Economic Development Feasibility Study & Strategic Plan	\$	(10,000)	
Workface Development Initiatives at Pitt Community College	\$	(8,500)	
			(188,500)

Contingency Available for Appropriation per Amend #9 \$ 11,500

City of Greenville
Budget Amendment #9
Fiscal Year 2017-18

Capital Project Carryover From FY 2016-17

Project	Amount	Status
Eastside Park Development	\$ 123,900	No activity year-to-date in FY 2018
Fire/Rescue Parking Lot Station #3	139,551	Currently in design and soil study with The East Group
Fire/Rescue Station #2	244,665	Project started in April 2018 with September 2018 anticipated completion date.
Fire/Rescue Defibrillators	35,500	Equipment purchased in December 2017
City Hall Upgrades	13,519	Council Chambers project completed in FY 2018
Purchasing Expansion	187,270	No activity year-to-date in fiscal year 2017-18
Green Mill Run Greenway	11,323	Will be added to South Tar River Greenway Phase 3A project. Project has been bid out. Public Works is in discussion with NCDOT to revise budget for the project.
Mast Arm Poles	100,000	Contract to be awarded in June with various replacements and removals scheduled between July and September 2018
Parking Lot Upkeep	81,903	No activity year-to-date in fiscal year 2017-18
Street Lighting	76,225	Dollars expended in the Uptown area in FY2017-18
Cemetery Enhancements	30,000	Currently under contract with The East Group
Signal Progression	35,000	Memorandum of Understanding with NCDOT is currently in development
Sidewalk Construction Program	412,056	Design is near completion for Safe Routes to Schools projects - Projects will be completed as part of the FY 2018-19 budget
911 Communications Center Upgrade	312,830	Contract awarded by Council in February 2018. Upgrade is in progress
Public Safety Storage	225,500	Currently in design discussions with Police and Public Works
COPS 2016 Grant Match	181,500	Match has been made for the FY 2017 Grant
Bathroom Construction - Westpointe	65,300	Park scheduled to be completed in May 2018
Westpointe Land Acquisition & Dev	26,485	Park scheduled to be completed in May 2018
Building Reuse Grant City Match	7,500	Caremaster LLC City match for Building Reuse Grant
Firetower - NC 43 to 14th	187,480	Capital Reserve dollars set aside for future NCDOT projects
Firetower - 14th to NC 33	531,160	Capital Reserve dollars set aside for future NCDOT projects
Street Signal Conversion	912,000	Capital Reserve dollars set aside for future NCDOT projects
14th Street Widening	201,963	Capital Reserve dollars set aside for future NCDOT projects
Street Lights & Cameras	1,000,000	Phase III implementation consists of: * 115 city-wide cameras * 70 lights along Stantonsburg Rd * 120 lights along Memorial Drive: Greenville Blvd to Firetower * 120 lights along Memorial Blvd: Arlington Blvd to Greenville Blvd
Sidewalk Development Parking Lot	288,734	Contract awarded in March 2018. Project scheduled to be completed by July 2018
Town Common Gateway	2,000,000	Testing to be completed in May 2018. Construction scheduled to be completed by June 2019
Dickinson Avenue Streetscape	711,266	Capital Reserve dollars set aside for future NCDOT projects
Total	\$ 8,142,630	



City of Greenville, North Carolina

Meeting Date: 5/7/2018
Time: 6:00 PM

Title of Item: Presentation of the City's proposed fiscal year 2018-19 operating budget and fiscal year 2019-20 financial plan

Explanation: **Abstract:** City staff will present the proposed fiscal year 2018-19 operating budget and the fiscal year 2019-20 financial plan.

Explanation: As provided in the approved budget schedule, staff will present the City's proposed fiscal year 2018-19 operating budget during the May 7, 2018, City Council meeting. Staff will also present an overview of the fiscal year 2019-20 financial plan.

During the May 10, 2018, City Council meeting, representatives from the Pitt-Greenville Convention and Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission will present their proposed fiscal year 2018-19 budgets.

In compliance with Section 160A-148(5) of the North Carolina General Statutes, the City Council will hold a public hearing on Monday, June 11, and consider adopting the annual budget ordinance on Thursday, June 14.

Fiscal Note: The final amount for the City's budget will be determined by City Council action at the June 14, 2018, City Council meeting.

Recommendation: Receive the presentation on the proposed fiscal year 2018-19 operating budget and the fiscal year 2019-20 financial plan, and provide feedback and direction

ATTACHMENTS:

- ▣ **FY2018-19 Proposed Budget**

**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**



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**MAY 7, 2018
CITY COUNCIL MEETING**

CITY OF GREENVILLE
FY 2019-19 OPERATING BUDGET & FY 2019-20 FINANCIAL PLAN
TABLE OF CONTENTS

	Page #
Manager's Budget Message:	1. - 19.
Budget Summary: All Funds:	20.
City Managed Funds and Independent Agencies	21.
City Managed Funds by Fund	22.
General Fund Budget Summary:	23.
Historical Ad Valorem Property Tax Rate	24.
General Fund Revenue: Summary	25.
General Fund Revenue: Detail	26.
General Fund Expense by Department	27.
General Fund Expense by Category	28.
Other Funds Budget Summary:	29.
Debt Service Fund	30.
Public Transportation Fund	31.
Fleet Maintenance Fund	32.
Sanitation Fund	33.
Stormwater Utility Fund	34.
Housing Fund	35.
Health Fund	36.
Vehicle Replacement Fund	37.
Facilities Improvement Fund	38.
Capital Reserve Fund	39.
Proposed Rate Adjustments:	40.
Cemetery Rates	41.
Lease Parking Rates	41.
Recreation & Parks Rates	42.
Inspections Rates	43.

**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**



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**MANAGER'S
BUDGET MESSAGE**

CITY OF GREENVILLE

Office of the City Manager

May 2, 2018

Honorable Mayor, Members of City Council, and Citizens of Greenville:

Presented herein is the FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan for your review and consideration. This balanced budget constitutes the City's revenue and expense authorization for FY 2018-19 as required by North Carolina law. The Financial Plan will serve as the basis for the FY 2019-20 Proposed Budget to be adopted by ordinance the following year.

The FY 2018-19 Proposed Budget includes all City operating funds: General, Debt Service, Transit, Fleet, Housing, Sanitation, Stormwater, Health Insurance, Vehicle Replacement, Facilities Improvement, and Capital Reserve. The budget also includes separate budgets for the following independent commissions and authorities: Greenville Utilities Commission, Pitt-Greenville Convention and Visitors Authority, and Sheppard Memorial Library. The FY 2018-19 City of Greenville total Operating Budget is \$133,495,542, while the FY 2019-20 Financial Plan is \$135,195,385. The FY 2018-19 budget for all City of Greenville funds, and independent commissions/authorities, is \$390,682,618 and \$399,961,656 for the FY 2019-20 Financial Plan.

**BUDGET PROPOSED FOR CITY MANAGED FUNDS & INDEPENDENT AGENCIES
 FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

FUND	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
General	\$ 77,638,278	\$ 80,855,039	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%
Debt Service	10,991,661	5,626,726	5,448,934	5,463,492	0.27%	5,477,129	0.25%
Public Transportation	2,638,980	2,269,117	2,858,391	3,249,922	13.70%	3,288,032	1.17%
Fleet Maintenance	4,058,800	4,288,034	4,337,071	4,431,156	2.17%	4,543,792	2.54%
Sanitation	7,460,008	7,201,930	7,619,286	7,843,096	2.94%	7,918,360	0.96%
Stormwater	4,905,213	5,462,158	5,928,998	5,882,000	-0.79%	5,941,000	1.00%
Housing Fund	1,251,636	1,520,001	1,424,149	1,597,179	12.15%	1,645,094	3.00%
Health Insurance	12,233,780	12,924,677	13,135,690	13,562,600	3.25%	14,003,384	3.25%
Vehicle Replacement	2,161,931	3,638,255	4,934,770	4,332,161	-12.21%	4,700,179	8.50%
Facilities Improvement	1,579,180	1,590,000	1,542,000	1,400,000	-9.21%	1,400,000	0.00%
Capital Reserve	1,447,851	467,842	-	740,000	0.00%	390,000	-47.30%
TOTAL CITY MANAGED FUNDS	\$ 126,367,318	\$ 125,843,779	\$ 129,243,088	\$ 133,495,542	3.29%	\$ 135,195,385	1.27%
Greenville Utilities Commission	\$ 250,509,023 [#]	\$ 251,913,068	\$ 250,541,773	\$ 253,310,658	1.11%	\$ 260,767,293	2.94%
Convention & Visitors Authority	1,099,168	1,291,124	1,228,484	1,396,501	13.68%	1,444,359	3.43%
Sheppard Memorial Library	2,308,937	2,528,942	2,432,280	2,479,917	1.96%	2,554,619	3.01%
TOTAL INDEPENDENT AGENCIES	\$ 253,917,128	\$ 255,733,134	\$ 254,202,537	\$ 257,187,076	1.17%	\$ 264,766,271	2.95%
TOTAL ALL FUNDS	\$ 380,284,446	\$ 381,576,913	\$ 383,445,625	\$ 390,682,618	1.89%	\$ 399,961,656	2.38%

2018-20 CITY COUNCIL GOALS & PRIORITIES

On January 26th and 27th of 2018, the Greenville City Council held its annual strategic planning retreat, which focused on establishing the Council’s top strategic goals for the FY 2018-20 period. The newly developed goals were then used by Council to further develop a list of top strategic priorities for the City over the next two fiscal years. Both the goals and priorities were officially adopted by vote of the Council at the March 8, 2018 City Council meeting. Once adopted, the Council’s top strategic goals and priorities became the roadmap to follow over the next two years with concerns to the allocation of resources and the delivery of services to the citizens of Greenville.

The Council’s top strategic goals over the two-year period are listed as follows:

2018-20 City Council Goals
1. Be a safe Community
2. Build great places that thrive by creating and sustaining complete neighborhoods, growing a green, resilient, healthy, and vibrant City on both sides of the river
3. Grow the economic hub of Eastern North Carolina through the proactive recruitment of businesses
4. Enhance accessible transportation networks, public building and public infrastructure development
5. Build a high performing organization and govern with transparency and fiscal responsibility

The Council’s top strategic priorities over the two-year period are listed as follows:

2018-20 City Council Priorities
1. Develop a proactive economic development program
2. Continue to maintain and construct core infrastructure in the City
3. Partner with area groups to build a thriving arts and entertainment scene
4. Ensure the cleanliness of the City and beautify entrances to our community
5. Develop and implement a comprehensive approach to stormwater management
6. Continue to implement the Town Common Master Plan
7. Continue to implement the Tar River Legacy plan including river access and Tar River vantage points
8. Enhance public safety through street lighting, cameras, and community police relations
9. Building a high performing organization

CITY COUNCIL BUDGET OBJECTIVES

The FY 2018-20 City Council goals and priorities stand as the foundation for the budget objectives of the FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan:



The budget objectives for the FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan center around establishing a framework for the City's future and a commitment to Eastern North Carolina that *Greenville means...*

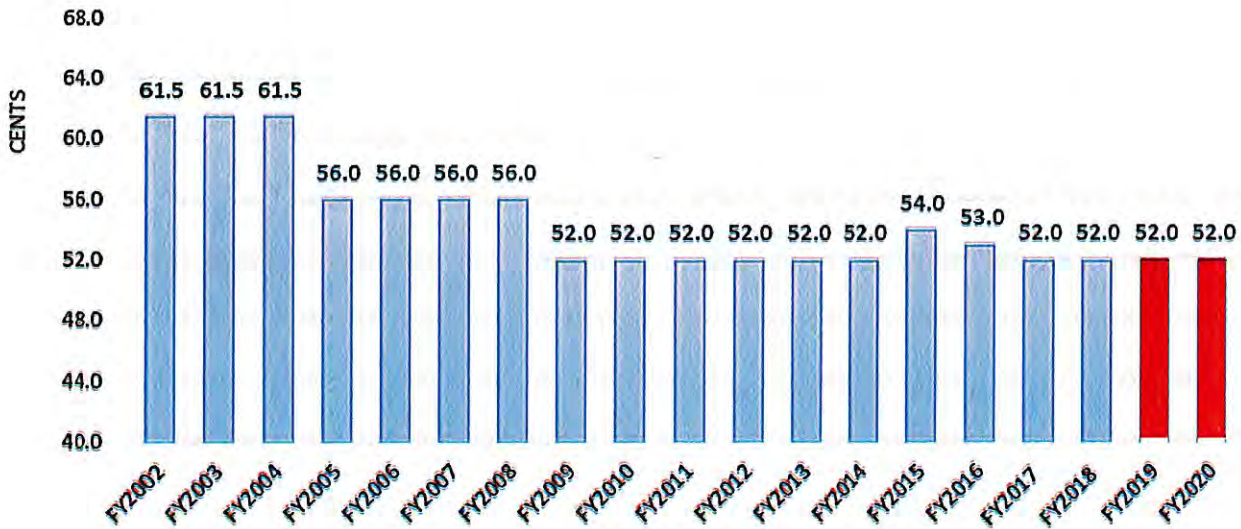


Together with the Council's strategic goals and priorities, the budget objectives provide a strong reflection of the City's mission to provide all citizens with high-quality services in an open, inclusive, professional manner, ensuring a community of excellence now and in the future. Quite simply, the 2018-19 Proposed Budget and 2019-20 Financial Plan are a commitment to our community that...

... Greenville Means Business!

Greenville Means...a High Performing City

The 2018-19 Proposed Budget and 2019-20 Financial Plan maintains the current property tax rate at \$0.52 thereby reflecting the City’s ability to continue building a high performing organization that governs with transparency and fiscal responsibility. The following represents the historical change in the City’s property tax rate over the last 18 years:



Approximately \$85 out of every \$100 in General Fund revenues are invested in core City services such as Public Safety, Public Works, Recreation and Parks, Planning and Development, Economic Development, Capital Related Debt Service, Facilities Improvements, Capital Improvements, and Street Improvements.

Greenville Means...a Great Workforce

The City of Greenville’s greatest investment is in its employees. There are over 700 individuals employed by the City that have dedicated themselves to serving this community and the citizens of Greenville. From the provision of public safety services within the Police and Fire/Rescue departments to the day-to-day operations of street maintenance and sanitation services, this City could not operate without the dedication and resolve of its employees.

The City is committed to continually developing its workforce in order to enhance each employee’s skills and knowledge, and to provide employees with a robust salary and benefits package that is competitive with the market. This commitment is demonstrated by the fact that Personnel Expense represents approximately 61% of the total General Fund. The two-year budget also demonstrates the City’s commitment to further enhancing its investment in our employees and thereby building a greater workforce. The FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan includes the following increases in appropriations dedicated to personnel:

- Includes an average employee wage increase of 2.7% for both the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan.

- Includes a \$10 increase per pay period in the City’s contribution to each general employee’s 401k supplemental retirement plan. With the increase, the contribution will go from \$30 per pay period to \$40. This recommendation will put the City’s contribution in line with that of Greenville Utilities Commission.
- Includes the addition of a Training and Development Specialist that will be devoted to establishing and conducting various training programs centered on customer service, relationship building, effective communication, teambuilding, and skill development for the purpose of preparing employees for future opportunities.
- Increases Other Post-Employment Benefits (OPEB) by \$100,000 each year.
- Provides additional financial services assistance to the Public Works Department through the reclassification of the Purchasing Manager to a Financial Services Manager, the reclassification of an Accounting Specialist to a Public Works Financial Specialist, and the addition of an Accounting Generalist position, all of which will be housed in the Financial Services Department.

Greenville Means...a Strong Economy

City Council is committed to growing the economic hub of Eastern North Carolina through the proactive recruitment of business as part of its economic development program. Economic development through the creation of jobs and the investment in both public and private capital is pivotal to Greenville’s ability to meet the future needs of the community. For this purpose, the City is making economic development a top priority. The two-year budget is a direct reflection of this effort through the investment in various initiatives intended to stimulate future economic growth in both Greenville and Eastern North Carolina. The budget includes the following increases in appropriations dedicated to economic development:

- Invests \$1.0 million over the next two years into commercial / industrial site development.
- Utilizes \$400,000 in capital reserve funding to address retail and commercial parking needs in the Dickinson Avenue corridor.
- Includes \$100,000 within the City’s budget with an additional \$100,000 in matching funds within the Greenville Utilities Commission budget to fund Job Creation Grants.
- Increases funding for Small Business Competition Grants by \$20,000 from \$40,000 to \$60,000
- Includes \$15,000 in funding for skills training through the Pitt Community College Jobs Initiative Program.
- Adds a concierge position to implement a “one-stop” program to assist developers and the business community with navigating through the review and approval process. The position will assist in addressing City ordinances, procedures, and permitting requirements, as well as any related state and county regulations.
- Provides an average \$850 step increase for each additional level of state certification successfully achieved by inspectors within the Inspections Division, thereby assisting the division in its efforts to recruit and retain employees in a very competitive labor market.

Greenville Means...a Safe Community

The City’s Long Range Capital Plan includes the addition of a new south-side fire station on Firetower Road. Calls for service in this area have increased more than 20% over the past several years; hence a new station is paramount to the City’s ability to efficiently and effectively meet the public safety needs of residents and motorists along the south side. The new station is currently in design with the expectation of construction within the next three fiscal years.

For this purpose, the budget adds approximately four positions to the Fire/Rescue Department for FY 2018-19. Out of the four positions, three are in preparation for the opening of the south-side fire station in FY 2020-21 and one will be dedicated to EMS Billing in order to maximize the City's EMS reimbursement potential. Additionally, there are three positions being placed in the Fire/Rescue budget for FY 2019-20, which are also for the south-side fire station.

Overall, 12.0 positions will have been added in Fire/Rescue over a four year period including those added in FY 2016-17 and FY 2017-18 in preparation of the south-side fire station.

Greenville Means...a Sound Infrastructure

The City's ability to provide citizens with a high quality of life is dependent on its ability to develop and maintain a strong infrastructure system. A well maintained infrastructure system is also a key factor in the City's future ability to grow the local economy and attract private investment in our area. Infrastructure consists of facility and property improvements that community members utilize and depend on each day. From sidewalks, to roads, to an efficient stormwater retention program, a sound infrastructure system is imperative to improving each citizen's quality of life and ensuring their public safety.

The FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan includes a significant increase in appropriations dedicated to a number of capital projects and operating initiatives intended to build and maintain a strong infrastructure for the benefit of our community. The increase in appropriations is detailed as follows:

- Increases street improvement funding from \$2.2 million each year to \$2.5 million.
- Includes the appropriation of \$250,000 each year to fund street light and camera installations across the City.
- Provides \$1.4 million each year to support the City's deferred maintenance and infrastructure needs (i.e. Facilities Improvement Program)
- Protects the future solvency of the Vehicle Replacement Fund by increasing funding levels by the following:
 - From 30% to 40% for FY 2018-19
 - From 40% to 50% for FY 2019-20
- Includes \$503,000 for sidewalks through the Safe Routes to Schools program, which will benefit the following streets:
 - Memorial Drive – Millbrook Street to Arlington Boulevard (J.H. Rose High School)
 - East side of Skinner Street (South Greenville Elem. & J.H. Rose High School)
 - North side of Norris Street (South Greenville Elem. & J.H. Rose High School)
 - 5th Street from Green Mill Run to Beech Street (Wahl Coates Elem.)
- Includes financing of approximately \$7.8 million in FY 2018-19 as Phase Two of the 2015 General Obligation (G.O.) Bond referendum for the following projects:
 - Street improvements (Arlington, East 5th, Hooker, Red Banks)
 - West 5th Street streetscape
 - Sidewalk additions
 - Greenway expansion

- Uses \$350,000 in projected excess fund balance to be put in Capital Reserve in order to fund the City's portion of the costs associated with various future NCDOT projects such as:
 - Firetower: NC43 to 14th Street
 - Firetower: 14th Street to NC33
 - Evans Street widening
 - 14th Street widening
 - Allen Road widening
- Invest \$33 million into the Town Creek Culvert stormwater project financed through the State of North Carolina's revolving loan program and funded by revenues of the City's Stormwater Utility Fund.

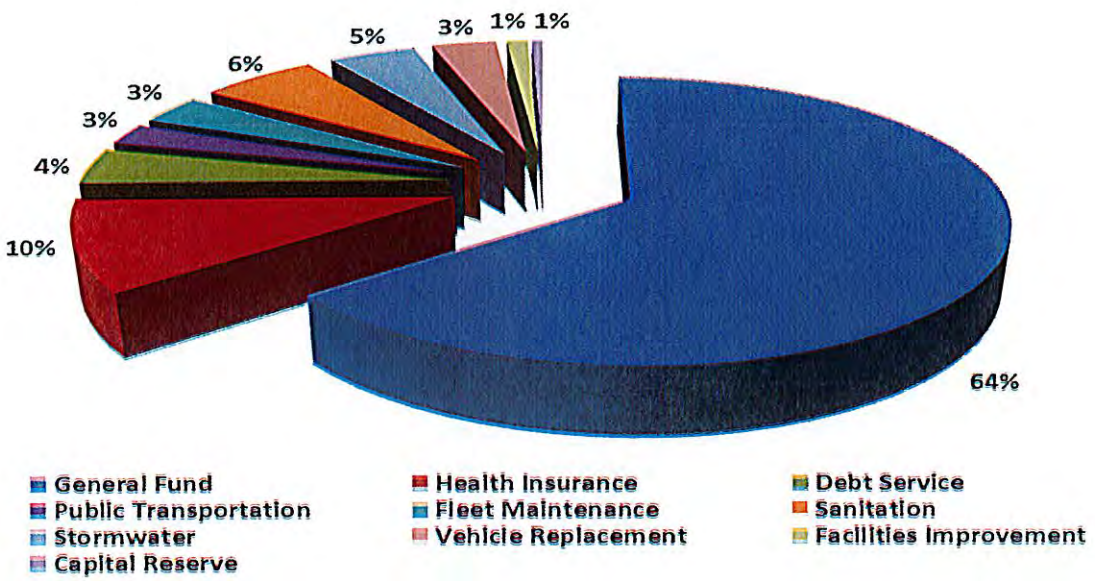
Greenville Means...a Vibrant Place to Live, Work, and Play

Greenville is not only the economic hub of Eastern North Carolina, but it is also the regions primary attraction for the arts, entertainment, shopping, dining, and sporting events. As the City continues to grow we must look to enhance such opportunities for all of Eastern North Carolina to live, work, and play! For this reason, one of Council's top priorities is to partner with area groups to build a thriving arts and entertainment scene and to continue making Greenville a welcoming city. The FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan includes an increase in appropriations for various initiatives to enhance the City's vibrancy. The following is a description:

- Includes \$150,000 to partner with area groups to enhance the City's entertainment scene and support the arts community:
 - \$35,000 partnership with the Pitt County Arts Council at Emerge
 - \$100,000 partnership with Uptown Greenville
 - \$5,000 partnership with the Pitt/Greenville Chamber of Commerce
 - \$10,000 for miscellaneous sponsorships, advertising, and marketing initiatives
- Includes an additional \$100,000 each year to maintain the primary entrances into the City and to fund the Adopt-A-Street program.
- Adds an additional \$50,000 each year within Recreation and Parks to maintain the City's parks and greenways.
- Includes the addition of two Transit Supervisor positions to support the operations of the new G.K. Butterfield Transportation Center.
- Utilizes \$2.0 million in Capital Reserve to fund the construction of the Sycamore Hill Gateway at the Town Common.
- Adds \$180,000 over two years to fund additional street lighting on Dickinson Avenue as part of the streetscape project.
- Includes additional funding for part-time staff at the South Greenville gym as part of the after-school program.
- Provides additional funding for Camp Escape and the Summer Inclusion Program to better serve the community's students with disabilities.
- Includes \$100,000 that will be used to match \$400,000 in grant funding in order to complete the South Tar River Greenway Phase 3 connecting the existing South Tar Greenway at the Town Common, to east of Memorial Drive.

GENERAL FUND OVERVIEW

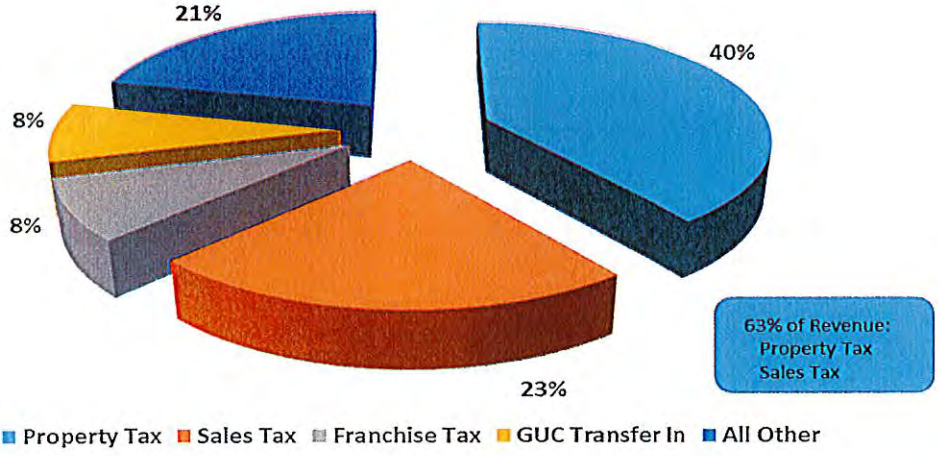
The General Fund is the City’s primary government fund that accounts for approximately 64% of the City’s total operating funds depicted as follows:



The General Fund FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan stand at \$84,993,936 and \$85,888,414, respectively for each year. The City operates under a two-year budget cycle with the Proposed Budget representing the first year and the Financial Plan representing the second year of the cycle.

General Fund Revenues

The General Fund’s primary sources of revenue consist of Property Tax, Sales Tax, Utility Franchise Tax, GUC Transfer In, and Other Revenue. As shown in the following pie chart, approximately 63% of all General Fund revenues are from Property Tax and Sales Tax revenues:

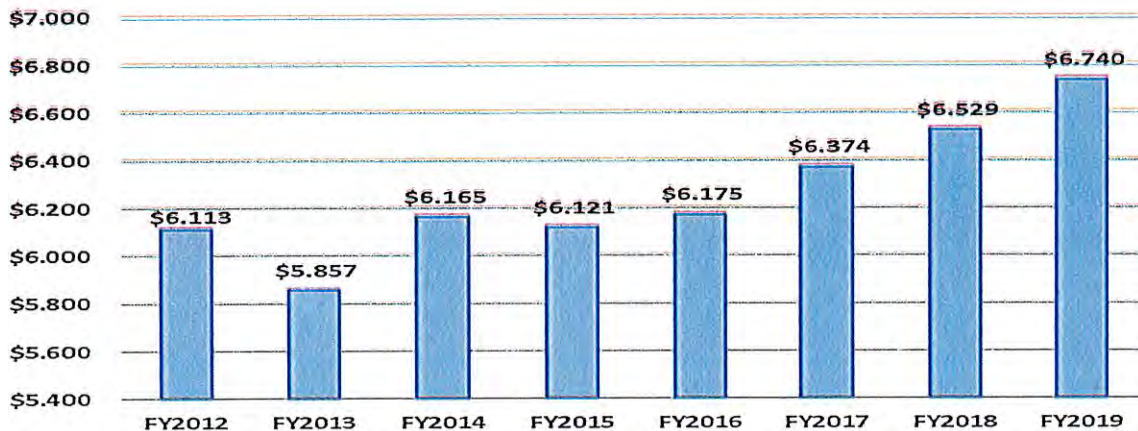


The following are the General Fund revenues by component for the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan:

REVENUE SOURCE	2018	2019	INC/ (DEC)	2020	INC/ (DEC)
	ORIGINAL BUDGET	PROPOSED BUDGET		FINANCIAL PLAN	
Property Taxes	\$ 32,750,000	\$ 33,722,500	2.97%	\$ 34,786,629	3.16%
Sales Tax	18,823,000	19,463,690	3.40%	20,050,411	3.01%
GUC Transfers In	6,651,919	6,731,296	1.19%	6,770,725	0.59%
Utilities Franchise Tax	7,102,077	7,000,000	-1.44%	7,100,000	1.43%
Rescue Transport	3,127,484	3,643,346	16.49%	3,758,054	3.15%
Powell Bill - State Allocation	2,220,065	2,220,065	0.00%	2,220,065	0.00%
Motor Vehicle Taxes	1,503,457	1,508,522	0.34%	1,538,693	2.00%
Inspections	950,000	1,399,840	47.35%	1,399,840	0.00%
Recreation	1,999,487	1,231,826	-38.39%	1,243,876	0.98%
Investment Earnings	500,000	500,000	0.00%	500,000	0.00%
All Other Revenues	5,207,966	6,192,916	18.91%	5,490,186	-11.35%
SUBTOTAL	\$ 80,835,455	\$ 83,614,001	3.44%	\$ 84,858,479	1.49%
Appropriated Fund Balance					
General Fund	465,766	1,000,000	114.70%	650,000	-35.00%
Powell Bill	712,578	379,935	-46.68%	379,935	0.00%
TOTAL	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%

- **Property Tax Revenue**

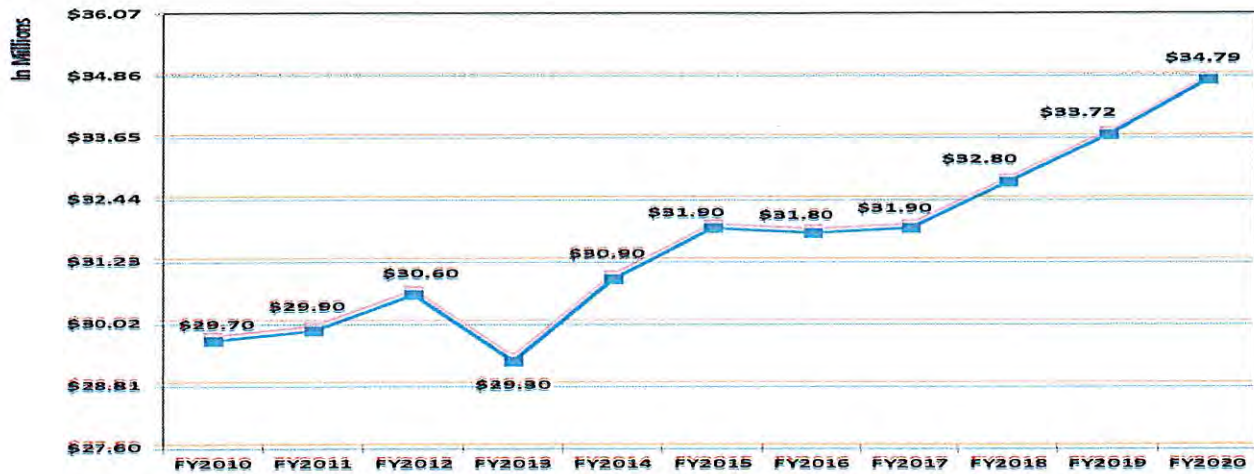
Property Tax revenues consist of Real Property Values, Personnel Property Values, Motor Vehicles, and Public Service Companies. The following is a summary of the City’s historical property tax values (in billions):



For tax year 2018, the assessed value for the City of Greenville was estimated at approximately \$6,529,380,397. For FY 2018-19, the preliminary valuation estimate provided by Pitt County was \$6,740,617,099, which represents a 3.2% increase from previous year. While historically our property tax rate growth has been very modest, it is growth in the assessed values that help to provide services and improvements for our community.

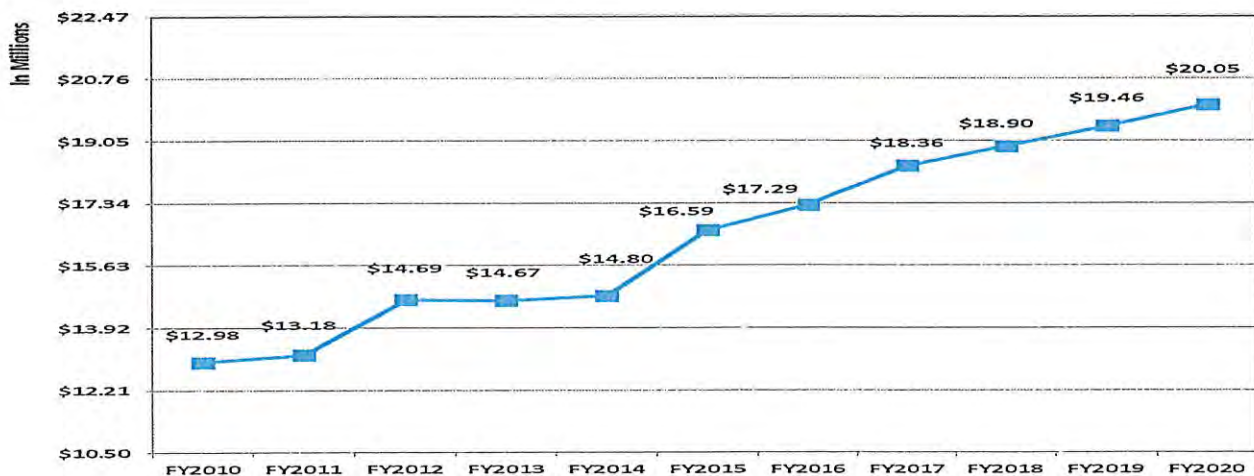
The FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan maintain the property tax rate at 52¢ per \$100 in valuation. Historically, the City has maintained a very stable property tax rate. As the General Fund budget has grown, the property tax rate has remained relatively flat. Growth in the budget has been funded primarily through the expansion of the tax base, as referenced in the increase in valuation, as well as growth in other General Fund revenues, such as Sales Tax.

Property Tax revenues for the 2018-19 Proposed Budget and the 2019-20 Financial Plan stand at \$33,722,500 and \$34,786,629, respectively for each year, which represents a 2.97% increase for FY 2018-19 and 3.16% for FY 2019-20. The following line graph depicts the change in Property Tax revenues (in millions) for the City since FY 2007-08:



- **Sales Tax Revenue**

Sales Tax revenues have continued to increase at a significant rate since FY 2013-14, which is a representation of the continued growth of the City and its regional impact on Eastern North Carolina. Sales Tax revenues are projected to end FY 2017-18 approximately \$460,000 above the current year budget, which is an increase of approximately 4.4% from the prior FY2016-17 actual. Over the next two fiscal years, Sales Tax Revenues are projected to grow at approximately 3.0% as compared to the current FY 2017-18 budget. The following line graph depicts the change in Sales Tax revenues (in millions) for the City since FY 2009-10:



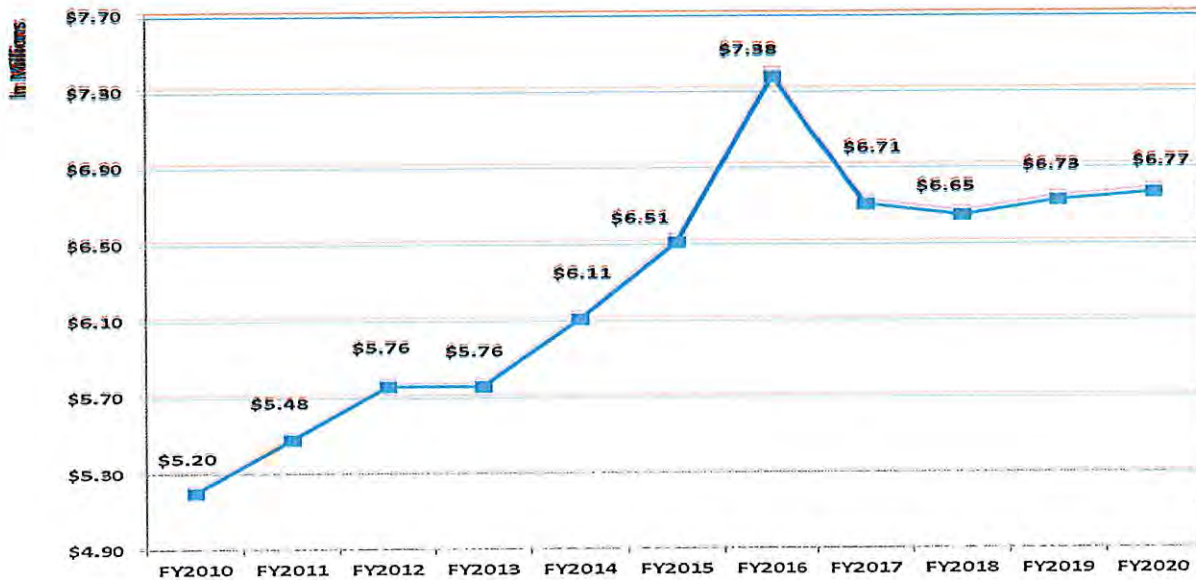
- **Utility Franchise Tax Revenue**

The Utilities Franchise Tax is a sales tax on electricity, piped natural gas, and telecommunications. FY 2014-15 marked the first year of a new distribution method for the sales tax on electricity and piped natural gas. The general sales tax rate is applied to the sale of both electricity and natural gas, and a percentage of the proceeds are returned to the cities and towns. In the case of electricity, that percentage is 44% and for natural gas it is 20%.

Utility Franchise Tax revenues are budgeted at \$7.0 million for the FY 2018-19 Proposed Budget, which is a decrease of approximately 1.4% as compared to the FY 2017-18 Budget. The FY 2019-20 Financial Plan projects the Franchise Tax revenues to increase to \$7.1 million, which is an increase of 1.4% as compared to the FY 2018-19 Proposed Budget.

- **GUC Transfer In Revenue**

The transfer of funds from Greenville Utilities Commission to the City of Greenville is based on a specific formula defined in the GUC charter. On April 10, 2017 the City Council approved a new methodology to administer the transfer formula. The new methodology is intended to provide a more stable and predictable annual transfer amount that will reduce peaks and valleys associated with the amounts transferred, and mitigate any significant, negative impact to the City’s budget. The following line graph depicts the change in GUC Transfer revenues (in millions) for the City since FY 2009-10:



- **Rate Adjustments**

Various miscellaneous rate adjustments have been made within the following areas: Cemetery, Recreation & Parks, Leased Parking in Uptown, and Inspections. The additional revenues generated are being used to maintain the current level of services within the operations of each respective area or to expand the level of programs offered by the City. A detailed breakdown of the change in rates can be found within the supporting documentation of the FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan.

• **Fund Balance Appropriated**

Fund Balance Appropriated reflects projected excess fund balance above the City's 14% Undesignated Fund Balance policy for both General Fund Balance and Powell Bill Fund Balance. The following is the breakdown of Fund Balance Appropriated as included in the FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan:

REVENUE SOURCE	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Appropriated Fund Balance					
General Fund	465,766	1,000,000	114.70%	650,000	-35.00%
Powell Bill	712,578	379,935	-46.68%	379,935	0.00%
TOTAL	\$ 1,178,344	\$ 1,379,935	17.11%	\$ 1,029,935	-25.36%

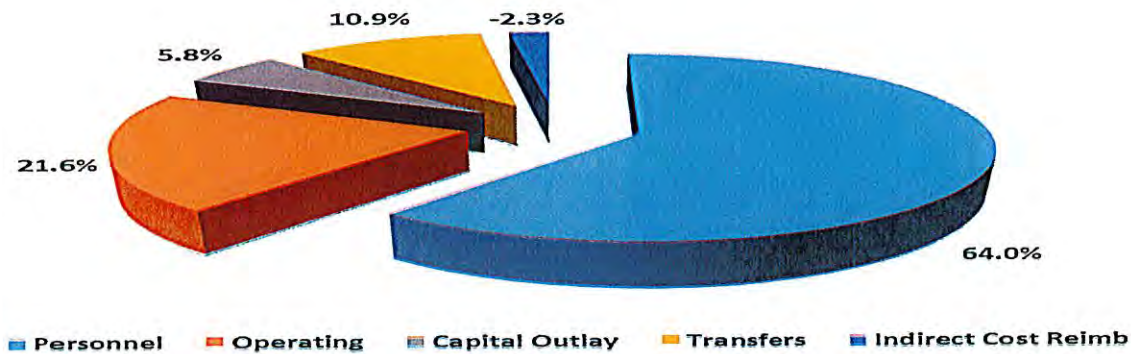
General Fund Expenses

According to the North Carolina Local Government Budget and Fiscal Control Act, each local government must project an annual balanced budget, assuming all revenues will be used to pay for expenditures on a one-to-one basis; therefore, revenues must equal expenditures.

General Fund expenditures for the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan stand at \$84,993,936 and \$85,888,414, respectively for each year. The following is a breakdown by category:

CATEGORY	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Personnel	\$ 53,265,688	\$ 54,360,249	2.05%	\$ 55,490,412	2.08%
Operating	17,490,441	18,389,569	5.14%	18,856,252	2.54%
Capital Outlay	4,300,631	4,966,321	15.48%	4,547,902	-8.43%
Transfers	8,416,558	9,228,684	9.65%	8,944,735	-3.08%
Indirect Cost Reimb	(1,459,519)	(1,950,887)	33.67%	(1,950,887)	0.00%
TOTAL	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%

The follow is the percentage allocation of General Fund expenditures by expense category for the FY 2018-19 Proposed Budget:



- **Personnel Expense**

Personnel Expense represents approximately 64% of total General Fund expense. Personnel Expense includes an average employee wage increase of 2.7% for both the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan. Personnel Expense also includes a \$10 increase per pay period in the City’s contribution to each general employee’s 401k supplemental retirement plan. Finally, the two year personnel budget includes the addition of various new positons in order to assist staff in implementing the Council’s goals and objectives and improving customer service to our community. The two year budget will also mark the removal of the personnel expenses related to the operations of the Bradford Creek Golf Course. In the current FY 2017-18, Council voted to move forward with Billy Casper Golf for the contracted management of the course. Therefore, all operating expenses related to the operations of the course have been removed starting FY 2018-19.

The following is a breakdown of Personnel Expense for the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan:

CATEGORY	2019 PROPOSED BUDGET	2020 FINANCIAL PLAN
Personnel		
Regular Salaries	\$ 36,085,230	\$ 36,934,411
Overtime Salaries	1,540,270	1,540,270
Off-Duty	295,000	295,000
Allowances	472,740	472,740
FICA	2,566,717	2,644,301
Retirement	2,521,584	2,610,776
Health Insurance	8,445,610	8,538,589
Group Life Insurance	110,698	112,301
Workers Compensation	610,000	610,000
Education/Training Assistance	33,026	33,026
401K Retirement	1,026,359	1,045,983
Other Personnel Expenses	653,015	653,015
TOTAL PERSONNEL	\$ 54,360,249	\$ 55,490,412



• **Operating Expense**

General Fund operating expenses include both discretionary budgets and fixed cost budgets. Both discretionary and fixed cost budget are allocated down to the departmental level and are used to fund the day-to-day operations of the City. Departments have more control and influence over the level in which discretionary dollars are allocated and utilized to fund the operations of the department. To the contrary, departments have little discretion and influence over the utilization of the fixed cost budgets.

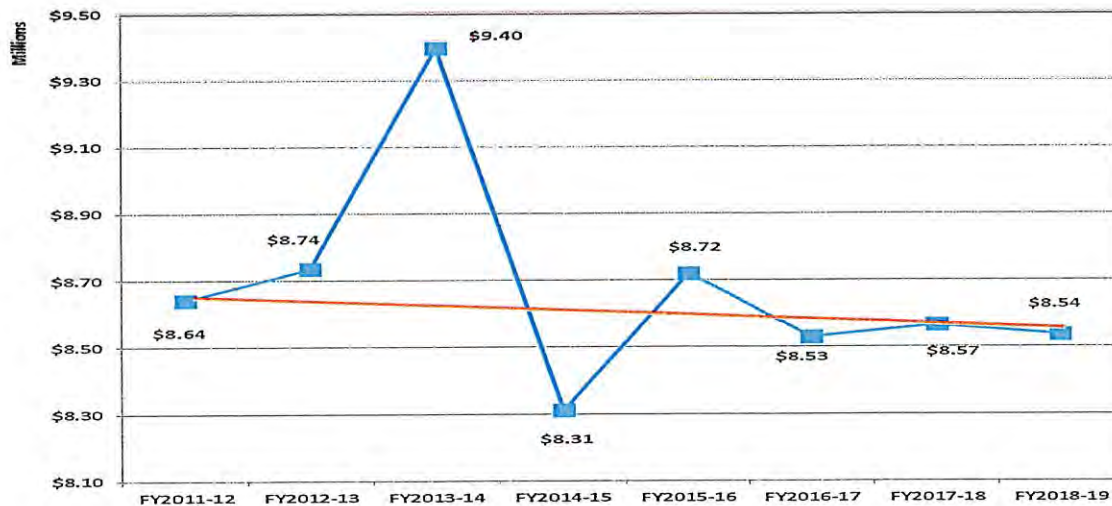
The following are examples of expenses categorized as discretionary and fixed cost:

Discretionary Expense		Fixed Cost Expense	
- Repairs & Maintenance	} More Discretion / Influence Over Use	- Utilities & Fuel	} Minimal Discretion / Influence Over Use
- Supplies & Materials		- Computer Hardware / Software	
- Advertising		- Telephone	
- Dues & Subscriptions		- Liability Insurance	
- Printing		- Fleet & Vehicle Replacement	

Operating Expense comprises approximately 21.6% of the City’s General Fund budget. For the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan, Operating Expense stands at \$18,389,569 and \$18,856,252, respectively for each year. The following is a breakdown of the City’s General Fund Operating Expense for the two-year period:

	2019 PROPOSED BUDGET	2020 FINANCIAL PLAN
OPERATING EXPENSE		
Discretionary Expense	8,538,078	8,754,753
Fixed Cost Expense	9,851,491	10,101,499
TOTAL	\$ 18,389,569	\$ 18,856,252

Over the past six fiscal years, discretionary expense has averaged approximately \$8.5 million with no significant increase or decrease in funding levels. As the level of City services has continued to expand over this time frame, discretionary dollars allocated to operational departments to provide these services have been declining. The following shows the change in the discretionary budget since FY 2011-12:



- **Capital Outlay Expense**

For the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan, Capital Outlay stands at \$4,966,321 and \$4,547,902, respectively for each year. The projects included in Capital Outlay are a direct reflection of the Council’s approved goals and priorities. The following is a breakdown of funding by project for the next two years:

CAPITAL OUTLAY PROJECTS	2019 PROPOSED BUDGET	2020 FINANCIAL PLAN
Street Improvements	\$ 2,500,000	\$ 2,500,000
Street Lighting / Cameras	250,000	250,000
10th Street Connector	150,000	-
South Tar Greenway Phase 3A	100,000	-
Sidewalk Construction	503,000	-
Thomas Foreman Press Box	30,000	-
Vehicle Replacement >\$35k	1,433,321	1,797,902
TOTAL	\$ 4,966,321	\$ 4,547,902

- **Transfers**

Transfers account for approximately 11.0% of the General Fund budget. A portion of the General Fund expenditures are transferred to other funds such as Debt Service, Sheppard Memorial Library, Housing, and the Transit Fund.

For the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan, Transfers stand at \$9,228,684 and \$8,944,735, respectively for each year. The following is a breakdown of funding for the next two years:

TRANSFERS	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Facilities Improvement Program	\$ 1,542,000	\$ 1,400,000	-9.21%	\$ 1,400,000	0.00%
Debt Service Fund	4,737,002	4,737,002	0.00%	4,737,002	0.00%
Sheppard Memorial Library	1,232,969	1,269,958	3.00%	1,308,057	3.00%
Housing	300,806	309,830	3.00%	319,125	3.00%
Transit	603,781	771,894	27.84%	790,551	2.42%
Capital Reserve	-	740,000	0.00%	390,000	-47.30%
TOTAL	\$ 8,416,558	\$ 9,228,684	9.65%	\$ 8,944,735	-3.08%

The budget includes a transfer of \$740,000 in the FY 2018-19 Proposed Budget and a transfer of \$390,000 in the FY 2019-20 Financial Plan, both to the Capital Reserve Fund, for future projects identified as priorities by Council over the next two years.

The following is a breakdown of the transfers to Capital Reserve by purpose:

	2019 PROPOSED BUDGET	2020 FINANCIAL PLAN
TRANSFERS TO CAPITAL RESERVE		
Commercial / Industrial Site Dev	\$ 300,000	\$ 300,000
Future NCDOT Projects	350,000	-
Dickinson Avenue Street Lighting	90,000	90,000
TOTAL	\$ 740,000	\$ 390,000

OTHER FUNDS

Debt Service Fund

The Debt Service Fund accounts for payments of the City’s obligated debt as financed by General Fund revenue and the occupancy tax. Transfers are made throughout the fiscal year from the General Fund, as well as the Stormwater and Sanitation Funds, to the Debt Service Fund to cover the principal and interest payments. The total debt service amount in the FY 2018-19 Proposed Budget is \$5,463,492 and the FY 2019-20 Financial Plan is \$5,477,129, which is an increase of <1%.

Per the Long Range Debt Strategy that was approved in FY 2016-17, the City’s intention is to fund future capital projects within the level of current debt service being financed through the General Fund without an increase in the property tax rate. As debt service is retired, the savings will be reinvested into newly obligated debt to finance additional capital projects.

Stormwater Utility Fund

The Stormwater Utility Fund is an enterprise fund established to implement the City’s Stormwater Management Program. Revenues are generated through a stormwater fee to support program efforts. Revenues are expected to change less than 1% in both FY 2018-19 and FY 2019-20, due to no change in the rate of \$5.35 per ERU. The following is the recent history of the monthly stormwater fee since FY 2016, including the FY 2018-19 proposed fee and FY 2019-20 planned fee:

Fiscal Year	Monthly Rate	Change
FY 2016 Actual	\$ 4.35	\$ 0.50
FY 2017 Actual	4.85	0.50
FY 2018 Actual	5.35	0.50
FY 2019 Proposed	5.35	-
FY 2020 Plan	5.35	-

With construction beginning on the Town Creek Culvert project, the Stormwater Fund has included debt service payments to the State Revolving Loan fund for the FY 2018-19 Proposed Budget and the FY 2019-20 Financial Plan. The Proposed Budget for FY 2018-19 is \$5,882,000 and \$5,941,000 for the FY 2019-20 Financial Plan.

Public Transportation/Transit Fund

The majority of revenues for this fund are generated by federal grant income. For FY 2018-19, projected grant revenues are \$2,098,933 and for FY 2019-20, projected revenues are \$2,107,543. There is a 19% increase in grant income due to additional funding of the program from the federal government. The total budgeted amounts for the fund are \$3,249,922 in the FY 2018-19 Proposed Budget and \$3,288,032 in the FY 2019-20 Financial Plan.

Sanitation Fund

The City recently completed its multi-year plan to modernize its collections practices. Backyard services were eliminated at the beginning of FY 2017-18, with a \$0.25 rate increase for curbside and multi-family collection included in the FY 2017-18 budget to offset the lost revenue. There is no rate increase for collection services included in the FY 2018-19 Proposed Budget nor the FY 2019-20 Financial Plan. The breakdown of the rate structure and anticipated revenues are as follows:

Service Type	Actual Rate for FY 2018 (Per Month)	FY 2018 Budget	Actual Rate for FY 2018 (Per Month) Hold Constant	FY 2019 Revenues	Actual Rate for FY 2018 (Per Month) Hold Constant	FY 2020 Revenues
Curbside	\$ 16.00	\$ 7,449,600	\$ 16.00	\$ 7,524,096	\$ 16.00	\$ 7,599,360
Multi-Family	\$ 16.00		\$ 16.00		\$ 16.00	

The Proposed Budget for FY 2018-19 is \$7,843,096, and the FY 2019-20 Financial Plan is \$ 7,918,360.

Fleet Maintenance Fund

The Fleet Maintenance Fund provides assistance and maintenance to the City’s entire fleet. Maintenance includes, but is not limited to, auto body repair, welding, small equipment repair, and tire repair, as well as fuel. The budgeted amount for the Fleet Fund is \$4,431,156 in the FY 2018-19 Proposed Budget and \$4,543,792 in the FY 2019-20 Financial Plan.

Housing Fund

The Housing Fund is supported through Community Development Block Grants (CDBG) from the US Housing and Urban Development Department. Grant revenues are projected at \$1,287,349 for the FY 2018-19 Proposed Budget and \$1,325,969 for the FY 2019-20 Financial Plan. Staff continues to monitor federal legislation that would potentially impact CDBG and HOME grant funding for FY 2018-19. The overall Housing Fund budget is \$1,597,179 for the FY 2018-19 Proposed Budget and \$1,645,094 for the FY 2019-20 Financial Plan.

Health Fund

The City, in conjunction with Greenville Utilities Commission, operates a self-insured health insurance program through Cigna, funded by both employee and employer contributions. Contributions to the fund were held constant in the FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan, with the increased health care costs being offset with fund balance. The Proposed Budget for FY 2018-19 is \$13,562,600, and \$14,003,384 for the FY 2019-20 Financial Plan.

Vehicle Replacement Fund

The Vehicle Replacement Fund is an internal service fund used to account for revenues and expenses associated with vehicles and other capital equipment purchased by the City. Due to the increased needs of the fund, department costs for vehicles over \$35,000 will increase to 40% for FY 2018-19 and 50% for FY 2019-20. The total budget will be \$4,332,161 for the FY 2018-19 Proposed Budget and \$4,700,179 for the FY 2019-20 Financial Plan.

SUMMARY

The FY 2018-19 Proposed Budget and FY 2019-20 Financial Plan balance revenues with expenditures as required by State law. Both the Proposed Budget and Financial Plan address the objectives, priorities and goals established by the City Council and provide financial resources necessary to continue City services at current levels as well as pay for a number of capital initiatives, add much needed positions to City's operations, and address increased costs.

I would like to thank the City department heads and staff for their dedication and commitment in the preparation of this budget. I would specifically like to recognize the contributions of Assistant City Manager, Michael Cowin; Director of Financial Services, Byron Hayes; and Budget Analyst, Shelley Leach.

Respectfully submitted,



Ann E. Wall
City Manager

**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**

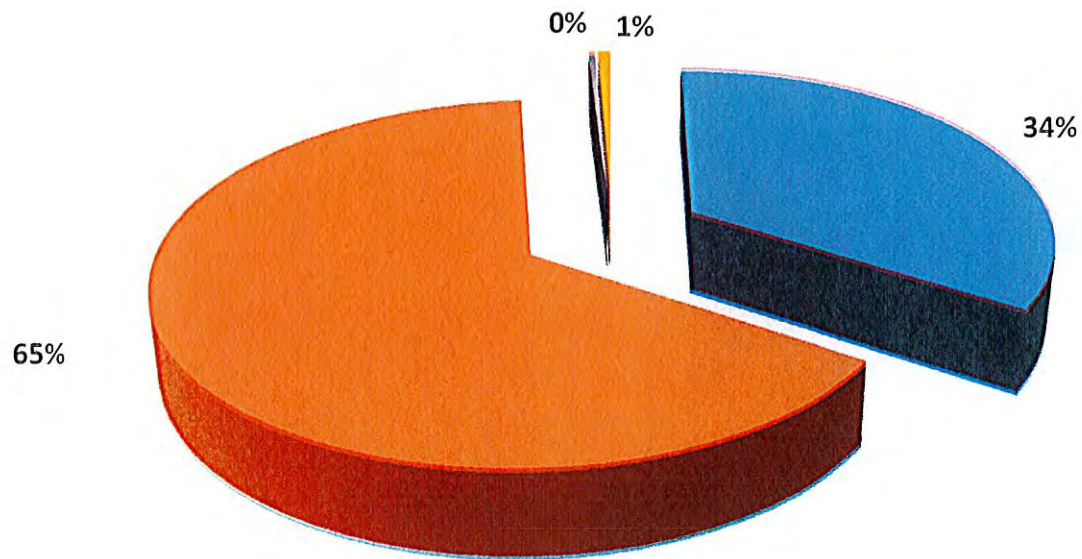


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**ALL FUNDS
BUDGET SUMMARY**

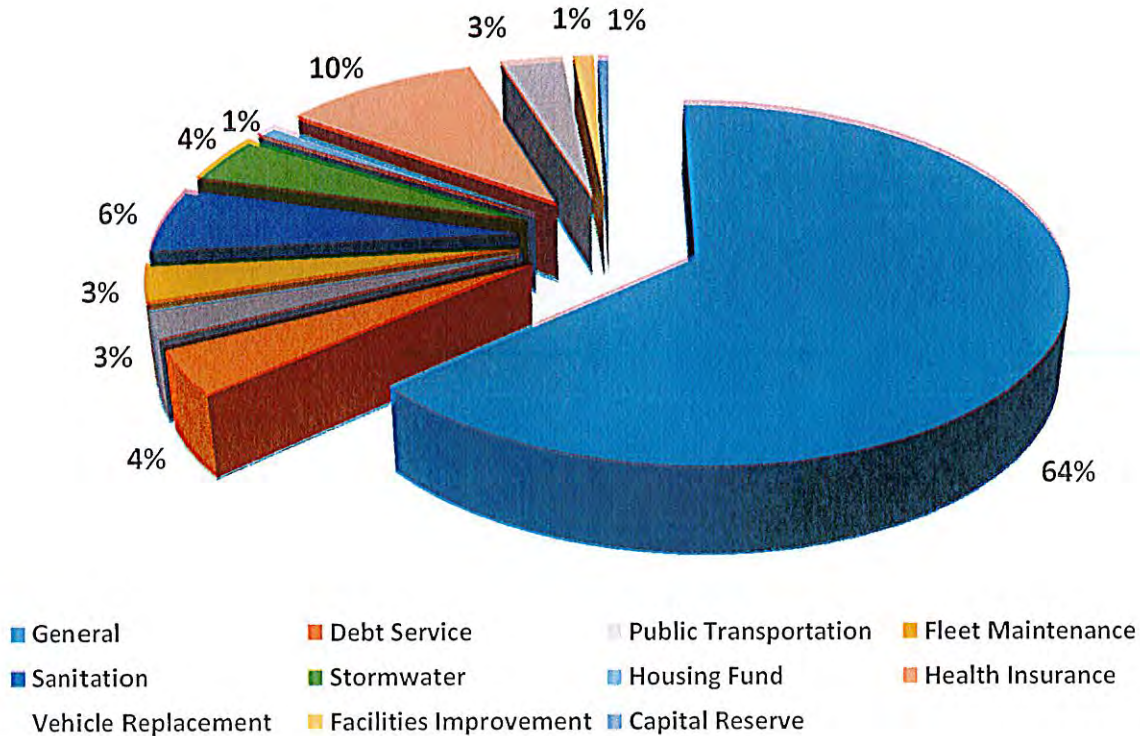
CITY OF GREENVILLE
BUDGET PROPOSED FOR CITY MANAGED FUNDS & INDEPENDENT AGENCIES
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

FUND	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
City Managed Funds	\$ 126,367,318	\$ 125,843,779	\$ 129,243,088	\$ 133,495,542	3.29%	\$ 135,195,385	1.27%
Greenville Utilities Commission	250,509,023	251,913,068	250,541,773	253,310,658	1.11%	260,767,293	2.94%
Convention & Visitors Authority	1,099,168	1,291,124	1,228,484	1,396,501	13.68%	1,444,359	3.43%
Sheppard Memorial Library	2,308,937	2,528,942	2,432,280	2,479,917	1.96%	2,554,619	3.01%
TOTAL ALL FUNDS	\$ 380,284,446	\$ 381,576,913	\$ 383,445,625	\$ 390,682,618	1.89%	\$ 399,961,656	2.38%



**CITY OF GREENVILLE
BUDGET PROPOSED FOR CITY MANAGED FUNDS
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

FUND	2016	2017	2018	2019	INC/ (DEC)	2020	INC/ (DEC)
	ACTUAL	ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		FINANCIAL PLAN	
General	\$ 77,638,278	\$ 80,855,039	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%
Debt Service	10,991,661	5,626,726	5,448,934	5,463,492	0.27%	5,477,129	0.25%
Public Transportation	2,638,980	2,269,117	2,858,391	3,249,922	13.70%	3,288,032	1.17%
Fleet Maintenance	4,058,800	4,288,034	4,337,071	4,431,156	2.17%	4,543,792	2.54%
Sanitation	7,460,008	7,201,930	7,619,286	7,843,096	2.94%	7,918,360	0.96%
Stormwater	4,905,213	5,462,158	5,928,998	5,882,000	-0.79%	5,941,000	1.00%
Housing Fund	1,251,636	1,520,001	1,424,149	1,597,179	12.15%	1,645,094	3.00%
Health Insurance	12,233,780	12,924,677	13,135,690	13,562,600	3.25%	14,003,384	3.25%
Vehicle Replacement	2,161,931	3,638,255	4,934,770	4,332,161	-12.21%	4,700,179	8.50%
Facilities Improvement	1,579,180	1,590,000	1,542,000	1,400,000	-9.21%	1,400,000	0.00%
Capital Reserve	1,447,851	467,842	-	740,000	0.00%	390,000	-47.30%
TOTAL CITY MANAGED FUNDS	\$ 126,367,318	\$ 125,843,779	\$ 129,243,088	\$ 133,495,542	3.29%	\$ 135,195,385	1.27%



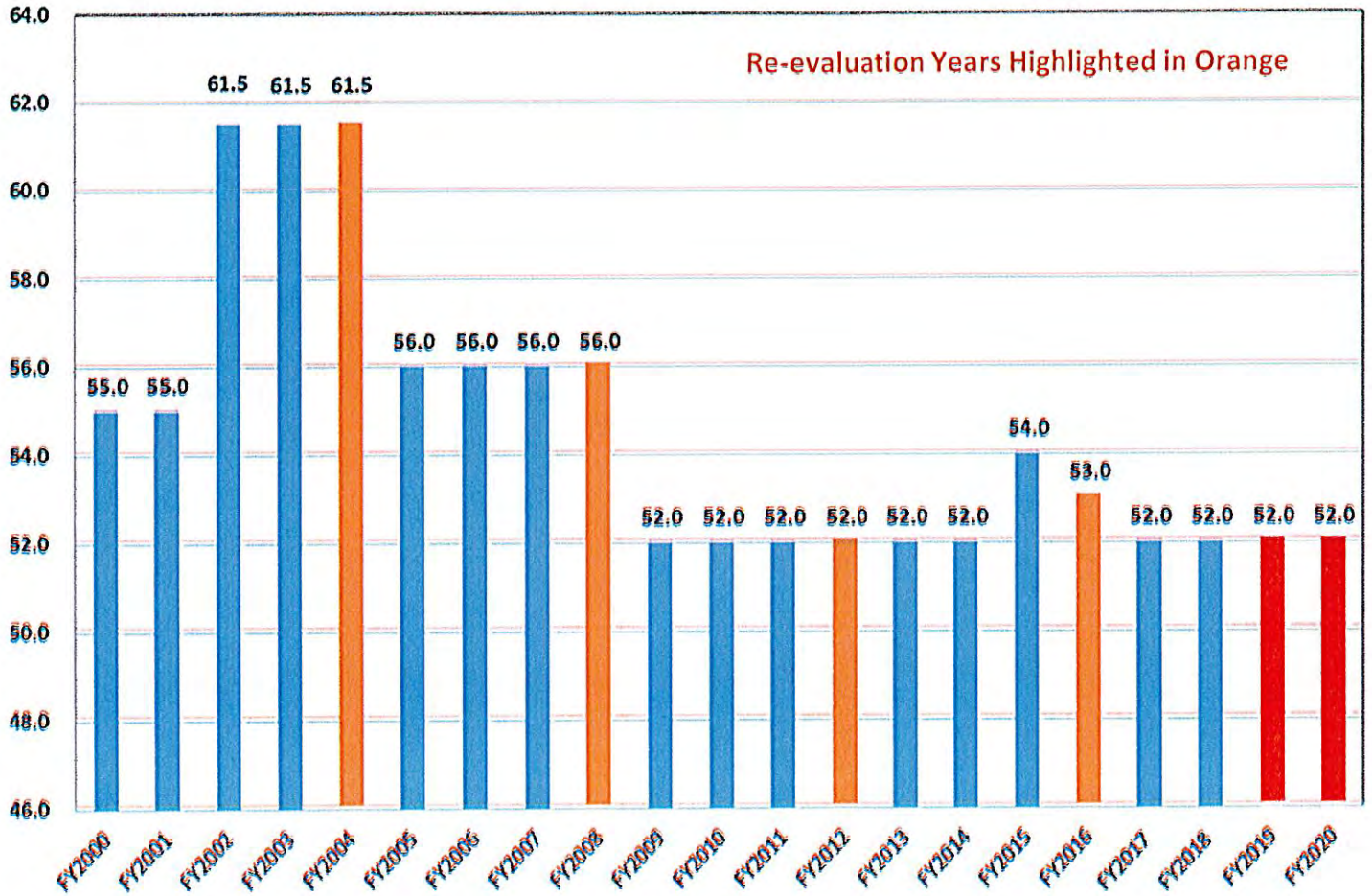
**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**



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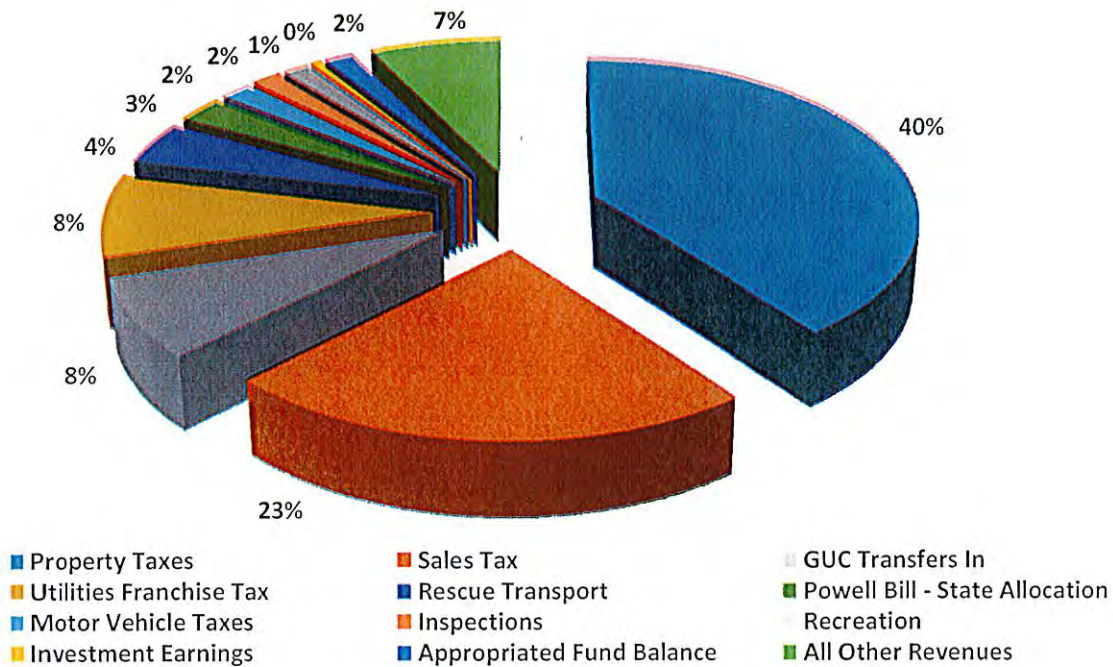
**GENERAL FUND
BUDGET SUMMARY**

CITY OF GREENVILLE
AD VALOREM PROPERTY TAX RATE
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN



CITY OF GREENVILLE
BUDGET ADOPTED FOR GENERAL FUND - REVENUE SUMMARY
FOR FISCAL YEAR 2019 & 2020 FINANCIAL PLAN

REVENUE SOURCE	2016		2018		2019		2020	
	ACTUAL	ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET	INC/ (DEC)	FINANCIAL PLAN	INC/ (DEC)	
Property Taxes	\$ 31,759,543	\$ 31,977,626	\$ 32,750,000	\$ 33,722,500	2.97%	\$ 34,786,629	3.16%	
Sales Tax	17,289,692	18,469,673	18,823,000	19,463,690	3.40%	20,050,411	3.01%	
GUC Transfers In	7,358,265	6,661,899	6,651,919	6,731,296	1.19%	6,770,725	0.59%	
Utilities Franchise Tax	6,949,180	6,827,761	7,102,077	7,000,000	-1.44%	7,100,000	1.43%	
Rescue Transport	3,060,016	2,692,167	3,127,484	3,643,346	16.49%	3,758,054	3.15%	
Powell Bill - State Allocation	2,220,065	2,201,441	2,220,065	2,220,065	0.00%	2,220,065	0.00%	
Motor Vehicle Taxes	1,016,260	1,407,660	1,503,457	1,508,522	0.34%	1,538,693	2.00%	
Inspections	715,659	1,394,750	950,000	1,399,840	47.35%	1,399,840	0.00%	
Recreation	1,864,662	1,851,389	1,999,487	1,231,826	-38.39%	1,243,876	0.98%	
Investment Earnings	691,409	381,105	500,000	500,000	0.00%	500,000	0.00%	
All Other Revenues	4,713,527	6,989,568	5,207,966	6,192,916	18.91%	5,490,186	-11.35%	
SUBTOTAL	\$ 77,638,278	\$ 80,855,039	\$ 80,835,455	\$ 83,614,001	3.44%	\$ 84,858,479	1.49%	
Appropriated Fund Balance								
General Fund	-	-	465,766	1,000,000	114.70%	650,000	-35.00%	
Powell Bill	-	-	712,578	379,935	-46.68%	379,935	0.00%	
TOTAL	\$ 77,638,278	\$ 80,855,039	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%	

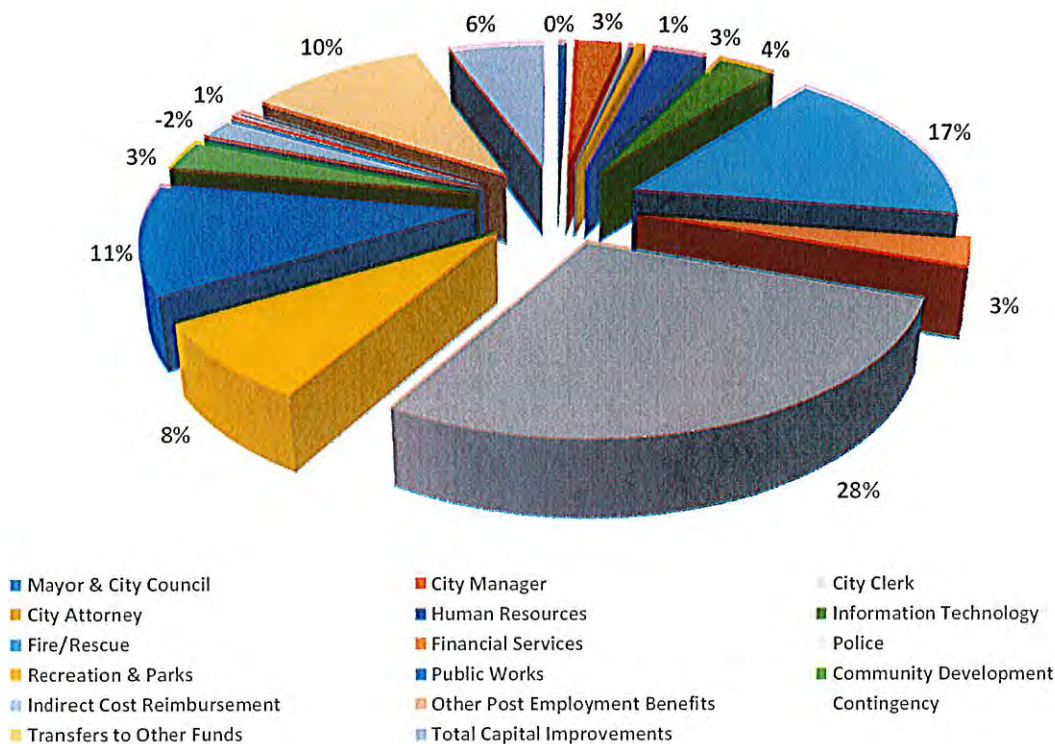


CITY OF GREENVILLE
BUDGET ADOPTED FOR GENERAL FUND - REVENUE DETAIL
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

REVENUE SOURCE	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Unrestricted Intergovernmental Property Taxes							
Current Year Taxes	\$ 28,842,344	\$ 29,152,393	\$ 29,944,490	\$ 30,528,008	1.95%	\$ 31,528,247	3.28%
Motor Vehicle Taxes	2,994,670	3,016,063	2,965,692	3,166,299	6.76%	3,229,625	2.00%
Prior Year Taxes	204,359	268,998	149,082	359,618	141.22%	366,810	2.00%
Tax Interest & Penalties	172,176	145,178	187,460	185,367	-1.12%	189,075	2.00%
Tax Discounts	(409,232)	(500,833)	(412,281)	(428,937)	4.04%	(437,516)	2.00%
Tax Refunds	(44,774)	(104,174)	(84,443)	(87,854)	4.04%	(89,612)	2.00%
SUBTOTAL	\$ 31,759,543	\$ 31,977,626	\$ 32,750,000	\$ 33,722,500	2.97%	\$ 34,786,629	3.16%
Other Unrestricted Intergovernmental							
Sales Taxes	\$ 17,289,692	\$ 18,469,673	\$ 18,823,000	\$ 19,463,690	3.40%	\$ 20,050,411	3.01%
Rental Vehicle - Gross Receipts	142,723	152,527	133,378	160,370	20.24%	165,181	3.00%
Video Program & Supplemental PEG	871,961	875,412	923,767	860,935	-6.80%	869,544	1.00%
Motor Vehicle Fee	1,016,260	1,407,660	1,503,457	1,508,522	0.34%	1,538,693	2.00%
Payment in Lieu of Taxes	46,584	52	51,075	67,470	32.10%	68,819	2.00%
State Fire Protection	386,926	387,490	390,000	393,900	1.00%	397,839	1.00%
Utilities Franchise Tax	6,949,180	6,827,761	7,102,077	7,000,000	-1.44%	7,100,000	1.43%
Beer & Wine	390,180	403,408	437,266	425,073	-2.79%	429,324	1.00%
SUBTOTAL	\$ 27,093,506	\$ 28,523,983	\$ 29,364,020	\$ 29,879,960	1.76%	\$ 30,619,811	2.48%
Restricted Intergovernmental							
Traffic Control Lights Maintenance	\$ 11,360	\$ 118,411	\$ 157,000	\$ 157,000	0.00%	\$ 157,000	0.00%
Street Sweeper Agreement	26,404	259,068	25,035	25,035	0.00%	25,035	0.00%
Powell Bill State Allocation	2,220,065	2,201,441	2,220,065	2,220,065	0.00%	2,220,065	0.00%
Special State/Federal/Local Grants	105,891	379,302	13,186	503,000	3714.7%	-	-100.0%
Controlled Substance Tax	48,870	(701)	-	-	0.00%	-	0.00%
Section 104 F Planning Grant MPO	91,762	254,761	225,280	605,647	168.84%	332,618	-45.08%
SUBTOTAL	\$ 2,504,352	\$ 3,212,282	\$ 2,640,566	\$ 3,510,747	32.95%	\$ 2,734,718	-22.10%
Licenses, Permits & Fees							
Privilege Licenses	\$ 23	\$ 100	\$ -	\$ -	0.00%	\$ -	0.00%
Inspection Division Permits	715,659	1,394,750	950,000	1,399,840	47.35%	1,399,840	0.00%
Planning Fees	135,975	139,045	110,721	142,960	29.12%	145,819	2.00%
Recreation Department Activity Fees	1,864,662	1,851,389	1,999,487	1,231,826	-38.39%	1,243,876	0.98%
Police Fees	763,888	698,201	1,229,621	1,136,903	-7.54%	1,170,110	2.92%
Engineering Fees	29,981	20,999	14,508	33,527	131.09%	33,862	1.00%
Fire/Rescue Fees	177,557	187,036	208,455	214,500	2.90%	214,500	0.00%
SUBTOTAL	\$ 3,687,745	\$ 4,291,520	\$ 4,512,792	\$ 4,159,556	-7.83%	\$ 4,208,007	1.16%
Sales & Services							
Rescue Service Transport	\$ 3,060,016	\$ 2,692,167	\$ 3,127,484	\$ 3,643,346	16.49%	\$ 3,758,054	3.15%
Leased Parking & Meters	186,696	202,513	178,386	294,803	65.26%	302,933	2.76%
Parking Violations	297,783	265,539	216,363	375,000	73.32%	378,750	1.00%
SUBTOTAL	\$ 3,544,495	\$ 3,160,219	\$ 3,522,233	\$ 4,313,149	22.45%	\$ 4,439,737	2.93%
Other Revenues							
Donations	\$ -	\$ -	\$ -	\$ -	-	\$ -	-
Sale of Property	70,435	1,514,271	26,016	26,536	2.00%	27,067	2.00%
Other Revenue	801,139	1,045,316	767,909	770,257	0.31%	771,785	0.20%
SUBTOTAL	\$ 871,574	\$ 2,559,586	\$ 793,925	\$ 796,793	0.36%	\$ 798,852	0.26%
Investment Earnings							
Investment Earnings	\$ 691,409	\$ 381,105	\$ 500,000	\$ 500,000	0.00%	\$ 500,000	0.00%
Other Financing Sources							
Transfer in GUC	\$ 7,358,265	\$ 6,661,899	\$ 6,651,919	\$ 6,731,296	1.19%	\$ 6,770,725	0.59%
Transfer from Capital Reserve	-	-	-	-	0.00%	-	0.00%
Transfer from Housing	-	-	100,000	-	-100.0%	-	0.00%
Transfer from Sanitation	-	-	-	-	0.00%	-	0.00%
Other Transfers	127,389	86,818	-	-	0.00%	-	0.00%
SUBTOTAL	\$ 7,485,654	\$ 6,748,717	\$ 6,751,919	\$ 6,731,296	-0.31%	\$ 6,770,725	0.59%
Fund Balance Appropriated							
Appropriated Fund Balance - General	\$ -	\$ -	\$ 465,766	\$ 1,000,000	114.70%	\$ 650,000	-35.00%
Appropriated Fund Balance - Powell Bill	-	-	712,578	379,935	-46.68%	379,935	0.00%
SUBTOTAL	\$ -	\$ -	\$ 1,178,344	\$ 1,379,935	17.11%	\$ 1,029,935	-25.36%
GENERAL FUND REVENUE TOTAL	\$ 77,638,278	\$ 80,855,039	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%

CITY OF GREENVILLE
BUDGET ADOPTED FOR GENERAL FUND - EXPENSE BY DEPARTMENT
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

DEPARTMENT	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Mayor & City Council	\$ 399,007	\$ 411,076	\$ 457,998	\$ 430,586	-5.99%	\$ 493,490	14.61%
City Manager	1,253,829	2,383,711	2,070,618	2,496,657	20.58%	2,563,326	2.67%
City Clerk	232,547	248,789	265,083	275,649	3.99%	282,064	2.33%
City Attorney	468,045	457,682	460,767	509,349	10.54%	529,134	3.88%
Human Resources	3,621,647	2,627,508	2,790,698	2,855,170	2.31%	2,869,086	0.49%
Information Technology	3,058,767	2,845,527	2,993,452	3,151,566	5.28%	3,273,997	3.88%
Fire/Rescue	13,282,603	13,545,750	14,023,486	14,689,593	4.75%	15,189,525	3.40%
Financial Services	2,490,010	2,442,784	2,428,481	2,481,422	2.18%	2,505,675	0.98%
Police	23,096,498	23,186,751	24,757,355	25,091,055	1.35%	25,531,404	1.76%
Recreation & Parks	7,457,419	7,503,495	7,573,949	7,181,175	-5.19%	7,290,857	1.53%
Public Works	8,003,036	8,303,698	9,671,950	9,999,525	3.39%	10,131,952	1.32%
Community Development	2,484,916	2,465,175	2,562,292	2,848,070	11.15%	2,886,155	1.34%
TOTAL BY DEPARTMENT	\$ 65,848,324	\$ 66,421,946	\$ 70,056,129	\$ 72,009,818	2.79%	\$ 73,546,664	2.13%
Indirect Cost Reimbursement	\$ (1,390,870)	\$ (1,311,578)	\$ (1,459,519)	\$ (1,950,887)	33.67%	\$ (1,950,887)	0.00%
Other Post Employment Benefits	450,000	500,000	500,000	600,000	20.00%	700,000	16.67%
Contingency	-	-	200,000	140,000	-30.00%	100,000	-28.57%
Transfers to Other Funds	11,114,322	14,010,301	10,616,558	9,228,684	-13.07%	8,944,735	-3.08%
Total Capital Improvements	1,753,930	2,255,396	2,100,631	4,966,321	136.42%	4,547,902	-8.43%
TOTAL GENERAL FUND	\$ 77,775,706	\$ 81,876,065	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%



CITY OF GREENVILLE
BUDGET ADOPTED FOR GENERAL FUND - EXPENSE DETAIL
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

DEPARTMENT	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Personnel							
Regular Salaries	\$ 32,405,835	\$ 32,865,058	\$ 35,258,772	\$ 36,085,230	2.34%	\$ 36,934,411	2.35%
Overtime Salaries	1,213,469	1,589,418	1,456,762	1,540,270	5.73%	1,540,270	0.00%
Off-Duty	208,538	283,905	237,838	295,000	24.03%	295,000	0.00%
Allowances	366,979	439,647	459,540	472,740	2.87%	472,740	0.00%
FICA	2,501,532	2,557,502	2,703,818	2,566,717	-5.07%	2,644,301	3.02%
Retirement	91,272	2,499,349	2,732,279	2,521,584	-7.71%	2,610,776	3.54%
Health Insurance	2,229,990	8,129,114	8,691,174	8,445,610	-2.83%	8,538,589	1.10%
Group Life Insurance	8,055,058	174,022	140,398	110,698	-21.15%	112,301	1.45%
Workers Compensation	630,250	563,262	559,512	610,000	9.02%	610,000	0.00%
Education/Training Assistance	35,887	39,569	30,000	33,026	10.09%	33,026	0.00%
401K Retirement	837,574	844,722	903,386	1,026,359	13.61%	1,045,983	1.91%
Other Personnel Expenses	146,725	171,794	92,209	653,015	608.19%	653,015	0.00%
TOTAL PERSONNEL	\$ 48,723,109	\$ 50,157,362	\$ 53,265,688	\$ 54,360,249	2.05%	\$ 55,490,412	2.08%
Operating							
Advertising	\$ 85,038	\$ 94,656	\$ 117,177	\$ 115,253	-1.64%	\$ 120,670	4.70%
Building Maintenance	303,188	340,346	237,885	345,608	45.28%	349,608	1.16%
Computer Hardware	335,462	271,956	320,312	206,095	-35.66%	247,122	19.91%
Computer Software	536,234	596,213	624,947	808,886	29.43%	810,297	0.17%
Contingency	-	-	200,000	140,000	-30.00%	100,000	-28.57%
Contracted Services	3,094,613	3,695,887	3,830,652	3,774,738	-1.46%	3,833,610	1.56%
Copier Maintenance	56,283	48,037	57,807	52,614	-8.98%	53,058	0.84%
Dues & Subscriptions	118,117	200,259	192,714	209,152	8.53%	223,093	6.67%
Elections	63,362	-	75,000	-	-100.00%	75,000	0.00%
Equipment Maintenance	132,315	113,669	216,412	207,500	-4.12%	211,968	2.15%
F/R General Expenses	202,860	156,648	187,759	163,905	-12.70%	182,000	11.04%
Fleet Labor	721,897	1,114,070	916,357	1,075,668	17.39%	1,110,939	3.28%
Fleet Service Fixed Cost	967,040	1,036,866	1,036,866	1,059,817	2.21%	1,063,254	0.32%
Fuel	532,041	580,530	689,700	653,559	-5.24%	670,873	2.65%
General Insurance Liability	521,009	534,051	531,000	550,000	3.58%	550,000	0.00%
Grants/Donations	335,462	208,969	74,600	205,100	174.93%	205,100	0.00%
Laundry & Cleaning	25,367	29,006	27,802	33,602	20.86%	35,102	4.46%
OPEB	450,000	500,000	500,000	600,000	20.00%	700,000	16.67%
Other Expense	2,695,470	1,266,403	1,000,452	1,184,067	18.35%	1,129,714	-4.59%
Postage	12,370	42,333	58,000	50,000	-13.79%	50,000	0.00%
Printing	59,283	56,138	91,709	92,738	1.12%	96,083	3.61%
Professional Services	26,061	19,992	32,000	32,853	2.67%	32,515	-1.03%
Property & Casualty Loss	1,019,463	104,710	280,000	400,000	42.86%	400,000	0.00%
Radio Maintenance	136,395	150,760	154,741	169,217	9.35%	176,957	4.57%
Street Light	1,348,629	1,380,608	1,550,840	1,438,014	-7.28%	1,452,394	1.00%
Supplies & Materials	1,074,599	1,536,480	1,609,171	1,878,962	16.77%	1,997,978	6.33%
Telephone	291,941	268,655	308,989	344,513	11.50%	347,473	0.86%
Travel/Training	315,862	371,583	340,621	400,547	17.59%	406,630	1.52%
Uniforms	391,702	262,122	298,060	325,500	9.21%	334,000	2.61%
Utilities	1,103,626	1,059,583	1,185,314	1,149,000	-3.06%	1,152,700	0.32%
Vehicle Maintenance	619,525	724,057	743,554	722,661	-2.81%	738,114	2.14%
TOTAL OPERATING	\$ 17,575,214	\$ 16,764,584	\$ 17,490,441	\$ 18,389,569	5.14%	\$ 18,856,252	2.54%
Capital							
Capital Outlay/Capital Improvements	2,891,930	3,955,396	4,300,631	4,966,321	15.48%	4,547,902	-8.43%
TOTAL CAPITAL	\$ 2,891,930	\$ 3,955,396	\$ 4,300,631	\$ 4,966,321	15.48%	\$ 4,547,902	-8.43%
Transfers							
Facilities Improvement Program	\$ 1,579,180	\$ 1,590,000	\$ 1,542,000	\$ 1,400,000	-9.21%	\$ 1,400,000	0.00%
Debt Service Fund	4,281,286	4,812,928	4,737,002	4,737,002	0.00%	4,737,002	0.00%
Sheppard Memorial Library	1,162,192	1,197,058	1,232,969	1,269,958	3.00%	1,308,057	3.00%
Housing	235,561	292,684	300,806	309,830	3.00%	319,125	3.00%
Transit	712,963	565,269	603,781	771,894	27.84%	790,551	2.42%
Capital Reserve	1,447,301	467,119	-	740,000	0.00%	390,000	-47.30%
Imperial Site Project	-	1,040,000	-	-	0.00%	-	0.00%
South Greenville Project	81,000	410,000	-	-	0.00%	-	0.00%
Other Transfers	476,839	1,935,243	-	-	0.00%	-	0.00%
TOTAL TRANSFERS	9,976,322	12,310,301	8,416,558	9,228,684	9.65%	8,944,735	-3.08%
Indirect Cost Reimbursement	(1,390,869)	(1,311,578)	(1,459,519)	(1,950,887)	33.67%	(1,950,887)	0.00%
TOTAL EXPENDITURES	\$ 77,775,706	\$ 81,876,065	\$ 82,013,799	\$ 84,993,936	3.63%	\$ 85,888,414	1.05%

**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**



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**OTHER FUNDS
BUDGET SUMMARIES**

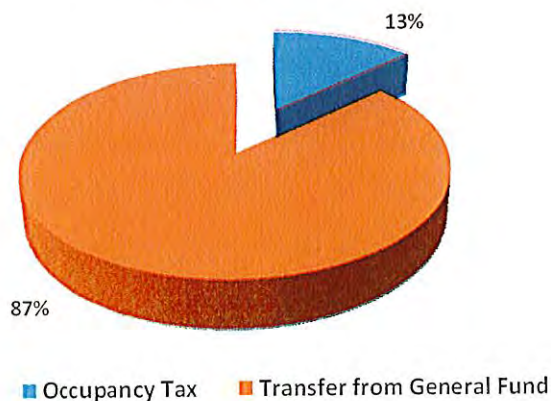
**CITY OF GREENVILLE
DEBT SERVICE FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

The Debt Service Fund accounts for the payment of the City's debt. When payments are due, the General Fund transfers the needed funds into this fund for payment.

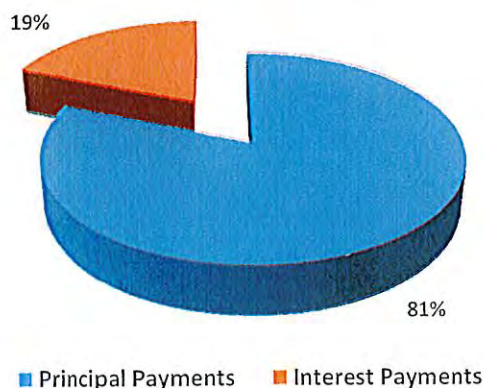
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Occupancy Tax	\$ 520,822	\$ 765,973	\$ 711,932	\$ 726,490	2%	\$ 740,127	2%
Transfer from Powell Bill	49,845	72,603	73,299	-	-100%	-	0%
Transfer from General Fund	4,231,441	4,740,325	4,663,703	4,737,002	2%	4,737,002	0%
Bond Proceeds	6,185,392	-	-	-	0%	-	0%
Energy Efficient Refund	-	34,543	-	-	0%	-	0%
Investment Earnings	4,161	13,282	-	-	0%	-	0%
TOTAL	\$ 10,991,661	\$ 5,626,726	\$ 5,448,934	\$ 5,463,492	0%	\$ 5,477,129	0%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Principal Payments	\$ 3,808,442	\$ 3,927,446	\$ 4,682,088	\$ 4,433,476	-5%	\$ 4,526,269	2%
Interest Payments	815,107	1,039,266	766,846	1,030,016	34%	950,860	-8%
Closing Costs	6,248,200	11,651	-	-	0%	-	0%
Transfers Out	102,500	-	-	-	0%	-	0%
Other	56,050	-	-	-	0%	-	0%
TOTAL	\$ 11,030,299	\$ 4,978,363	\$ 5,448,934	\$ 5,463,492	0%	\$ 5,477,129	0%

DEBT SERVICE REVENUE



DEBT SERVICE EXPENSE



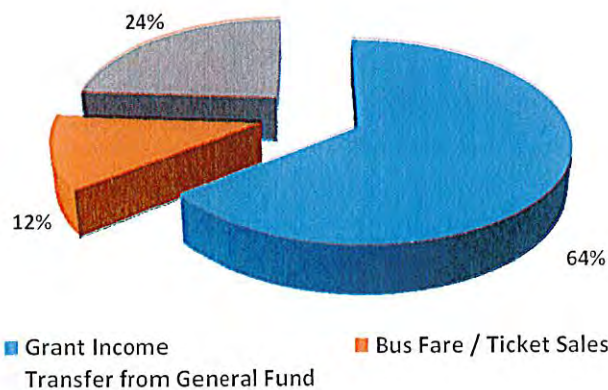
**CITY OF GREENVILLE
PUBLIC TRANSPORTATION FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

Planning activities remain approximately the same and are reimbursed at 80% from Federal funds. Federal operating funding remains at 50% of the total. Capital items and ADA service and preventative maintenance items requested are reimbursable at 80% Federal share.

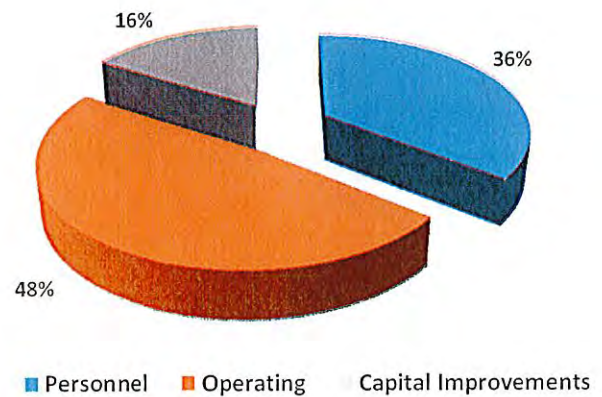
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Grant Income	\$ 1,642,200	\$ 1,462,706	\$ 1,757,197	\$ 2,098,993	19%	\$ 2,107,543	0%
Bus Fare / Ticket Sales	281,058	238,517	380,014	379,035	0%	389,938	3%
Other Revenues	2,759	2,625	-	-	0%	-	0%
Transfer from General Fund	712,963	565,269	603,781	771,894	28%	790,551	2%
Appropriated Fund Balance	-	-	117,399	-	-100%	-	0%
TOTAL	\$ 2,638,980	\$ 2,269,117	\$ 2,858,391	\$ 3,249,922	14%	\$ 3,288,032	1%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Personnel	\$ 1,114,245	\$ 1,224,564	\$ 1,177,241	\$ 1,157,856	-2%	\$ 1,180,747	2%
Operating	1,087,378	820,813	1,141,561	1,564,037	37%	1,564,499	0%
Capital Improvements	347,945	299,721	539,589	528,029	-2%	542,786	3%
Other	(419,782)	125,650	-	-	0%	-	0%
TOTAL	\$ 2,129,786	\$ 2,470,748	\$ 2,858,391	\$ 3,249,922	14%	\$ 3,288,032	1%

TRANSIT REVENUE



TRANSIT EXPENSE

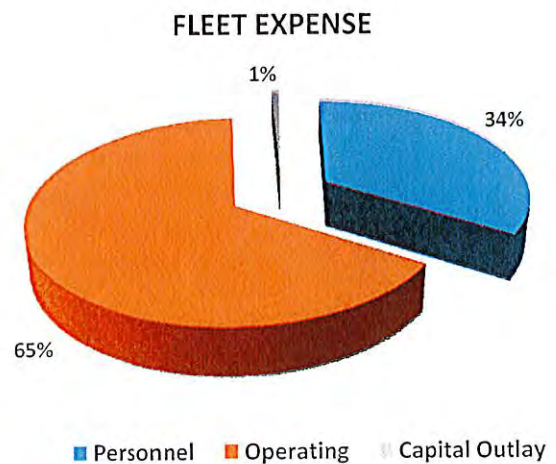
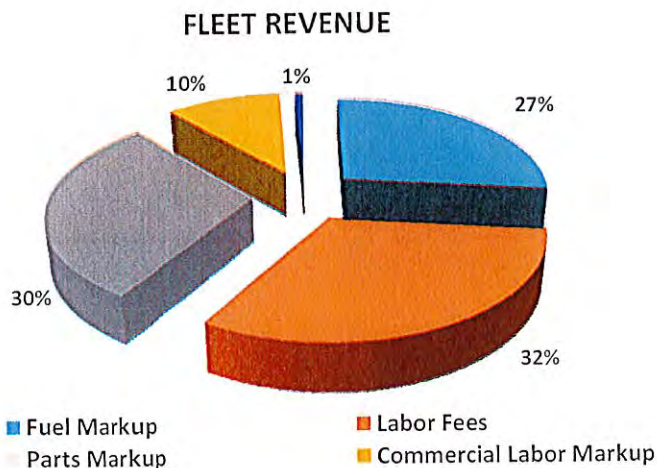


**CITY OF GREENVILLE
FLEET MAINTENANCE FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

The Fleet Maintenance Fund has been established as an internal service fund to account for charge-backs to the respective departments of the City for labor, fuel, and parts for items needed to maintain City vehicles. The creation of this fund will assist the City in more accurately reflecting the true costs of the vehicle maintenance by department.

REVENUES	2016	2017	2018	2019	INC/ (DEC)	2020	INC/ (DEC)
	ACTUAL	ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		FINANCIAL PLAN	
Fuel Markup	\$ 935,828	\$ 1,070,366	\$ 1,222,336	\$ 1,190,882	-3%	\$ 1,219,789	2%
Labor Fees	1,261,071	1,393,182	1,136,773	1,411,373	24%	1,453,714	3%
Parts Markup	1,208,087	1,302,579	1,471,233	1,329,829	-10%	1,356,425	2%
Commercial Labor Markup	613,651	519,565	496,796	464,742	-6%	478,684	3%
Other Revenues	40,163	2,342	9,933	34,330	246%	35,180	2%
TOTAL	\$ 4,058,800	\$ 4,288,034	\$ 4,337,071	\$ 4,431,156	2%	\$ 4,543,792	3%

EXPENSES	2016	2017	2018	2019	INC/ (DEC)	2020	INC/ (DEC)
	ACTUAL	ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		FINANCIAL PLAN	
Personnel	\$ 1,364,193	\$ 1,509,416	\$ 1,466,383	\$ 1,504,692	3%	\$ 1,540,262	2%
Operating	2,585,079	2,651,133	2,870,688	2,895,464	1%	2,968,530	3%
Capital Outlay	-	13,493	-	31,000	0%	35,000	13%
Transfer to General Fund	8,487	-	-	-	0%	-	0%
Other	(19,344)	37,624	-	-	0%	-	0%
TOTAL	\$ 3,938,415	\$ 4,211,666	\$ 4,337,071	\$ 4,431,156	2%	\$ 4,543,792	3%



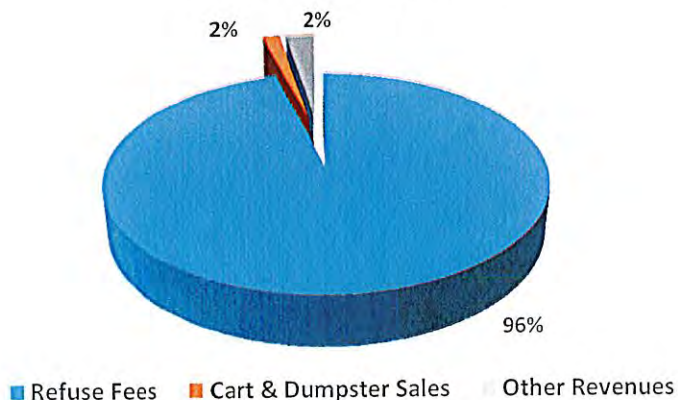
**CITY OF GREENVILLE
SANITATION FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

The Sanitation Fund is established to account for the user charges, fees, and all operating costs associated with the operation of the Sanitation Division operated through the Public Works Department of the City. The Sanitation Division offers comprehensive solid waste services such as garbage, recyclable, bulky trash, leaf collection, as well as mosquito and rodent control.

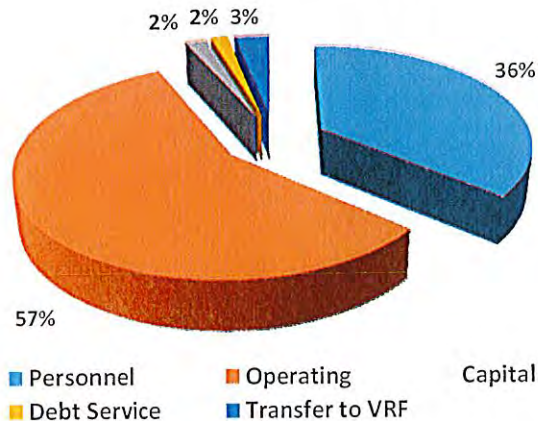
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Refuse Fees	\$ 7,307,613	\$ 6,997,377	\$ 7,449,600	\$ 7,524,096	1%	\$ 7,599,360	1%
Cart & Dumpster Sales	66,866	108,118	94,880	122,500	29%	122,500	0%
Other Revenues	85,529	96,435	74,806	196,500	163%	196,500	0%
TOTAL	\$ 7,460,008	\$ 7,201,930	\$ 7,619,286	\$ 7,843,096	3%	\$ 7,918,360	1%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Personnel	\$ 2,951,139	\$ 2,945,638	\$ 3,135,859	\$ 2,833,368	-10%	\$ 2,898,622	2%
Operating	2,837,337	3,680,211	3,963,668	4,489,969	13%	4,499,979	0%
Capital	326,401	30,210	101,606	150,000	48%	150,000	0%
Debt Service	58,942	24,437	168,153	119,759	-29%	119,759	0%
Transfer to General Fund	-	35,620	-	-	0%	-	0%
Transfer to VRF	-	237,816	250,000	250,000	0%	250,000	0%
TOTAL	\$ 6,173,819	\$ 6,953,932	\$ 7,619,286	\$ 7,843,096	3%	\$ 7,918,360	1%

SANITATION REVENUE



SANITATION EXPENSE



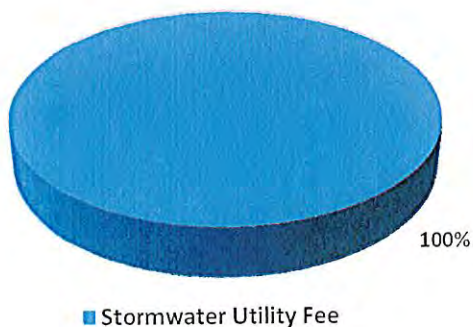
**CITY OF GREENVILLE
STORMWATER UTILITY FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

The Stormwater Utility Fund is an enterprise fund established to implement the City's Stormwater Management Program. Revenue for this program is generated through a Stormwater fee paid by citizens owning improved property with buildings, parking lots, driveways, etc. The Stormwater Management Program is implemented through the Public Works Department's Engineering and Street Maintenance Divisions. It is directed at compliance with Federal and State environmental regulations through the implementation of local development regulations, capital improvements, and storm drain maintenance.

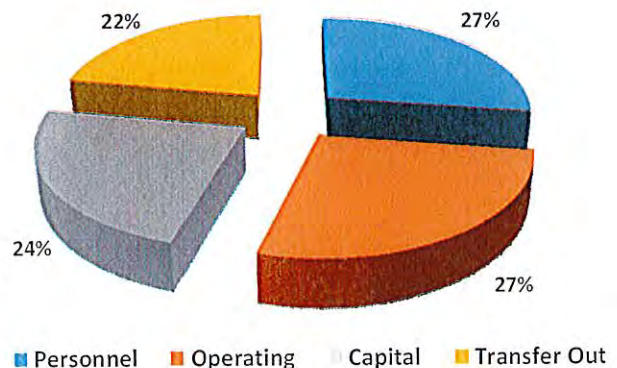
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Stormwater Utility Fee	\$ 4,932,955	\$ 5,454,608	\$ 5,928,998	\$ 5,882,000	-1%	\$ 5,941,000	1%
Other Revenue	(28,221)	550	-	-	0%	-	0%
Transfer from Other Funds	479	-	-	-	0%	-	0%
Transfer from General Fund	-	7,000	-	-	0%	-	0%
Appropriated Fund Balance	-	-	-	-	0%	-	0%
TOTAL	\$ 4,905,213	\$ 5,462,158	\$ 5,928,998	\$ 5,882,000	-1%	\$ 5,941,000	1%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Personnel	\$ 1,268,564	\$ 1,249,446	\$ 1,487,637	\$ 1,611,281	8%	\$ 1,650,187	2%
Operating	1,048,138	988,726	1,398,361	1,589,147	14%	1,557,283	-2%
Capital	209,153	174,539	3,043,000	1,385,307	-54%	1,437,265	4%
Transfer Out	-	574,331	-	1,296,265	0%	1,296,265	0%
TOTAL	\$ 2,525,855	\$ 2,987,042	\$ 5,928,998	\$ 5,882,000	-1%	\$ 5,941,000	1%

STORMWATER REVENUE



STORMWATER EXPENSE



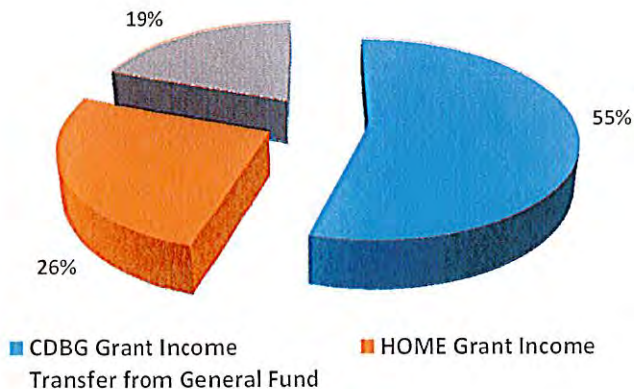
**CITY OF GREENVILLE
HOUSING FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

The Housing Division administers US Department of Housing and Urban Development Community Development Block Grant Funds and Local Bond Funds. The funds are used to develop programs to serve low and moderate-income households. To this end, this fund is responsible for monitoring programs for compliance with local, state, and federal program standards. This fund also provides housing rehabilitation assistance to owner occupants, assistance to nonprofit agencies, down-payment assistance to homebuyers, acquisition and demolition of substandard structures, and program administrative funding.

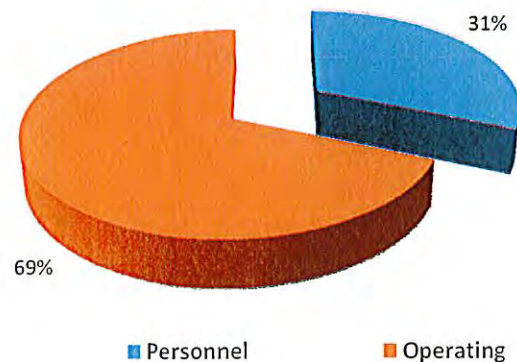
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
CDBG Grant Income	\$ 684,002	\$ 971,733	\$ 796,296	\$ 872,246	10%	\$ 898,413	3%
HOME Grant Income	332,073	255,584	327,047	415,103	27%	\$ 427,556	3%
Transfer from General Fund	235,561	292,684	300,806	309,830	3%	\$ 319,125	3%
TOTAL	\$ 1,251,636	\$ 1,520,001	\$ 1,424,149	\$ 1,597,179	12%	\$ 1,645,094	3%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Personnel	\$ 261,773	\$ 306,857	\$ 485,655	\$ 500,225	3%	\$ 515,232	3%
Operating	957,880	1,062,633	938,494	1,096,954	17%	1,129,863	3%
Capital	29,987	-	-	-	0%	-	0%
Transfer Out	9,960	100	-	-	0%	-	0%
TOTAL	\$ 1,259,600	\$ 1,369,590	\$ 1,424,149	\$ 1,597,179	12%	\$ 1,645,094	3%

HOUSING REVENUE



HOUSING EXPENSE

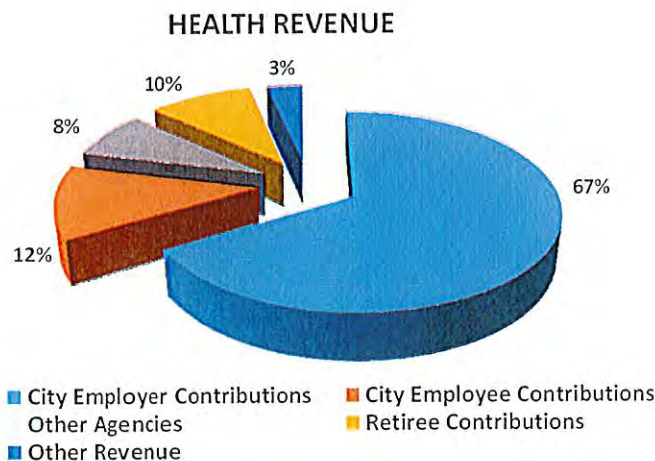


**CITY OF GREENVILLE
HEALTH FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

The Health Fund is used to account for the administration of the City's health insurance program.

REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
City Employer Contribution	\$ 7,878,601	\$ 8,579,173	\$ 9,197,718	\$ 9,049,593	-2%	\$ 9,142,572	1%
City Employee Contribution	1,619,812	1,716,957	991,464	1,646,123	66%	1,646,123	0%
CVA Contributions	47,936	68,679	51,713	58,372	13%	58,372	0%
Library Contributions	166,147	184,586	182,536	212,950	17%	221,349	4%
Airport Contributions	157,489	177,815	173,411	179,047	3%	184,866	3%
Housing Authority Contributions	581,240	621,574	599,541	619,026	3%	639,144	3%
Retiree Contributions	1,401,474	1,248,542	1,349,309	1,327,544	-2%	1,327,544	0%
Other Revenues	94	107,165	4,246	4,246	0%	4,246	0%
Insurance Company Refund / Reimb	380,987	220,185	240,000	240,000	0%	240,000	0%
Appropriated Fund Balance	-	-	345,752	225,699	-35%	539,168	139%
TOTAL	\$ 12,233,780	\$ 12,924,677	\$ 13,135,690	\$ 13,562,600	3%	\$ 14,003,384	3%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
City Claims	\$ 10,548,236	\$ 10,673,236	\$ 11,137,330	\$ 11,499,293	3%	\$ 11,873,020	3%
Library Claims	184,658	194,022	216,313	223,343	3%	230,602	3%
CVA Claims	49,495	60,721	54,611	56,386	3%	58,218	3%
Housing Authority Claims	804,968	1,029,253	841,305	868,647	3%	896,878	3%
Airport Claims	159,164	164,593	183,234	189,189	3%	195,338	3%
Retiree Claims	426,888	575,784	612,897	632,816	3%	653,383	3%
Other Expenses	-	220,895	90,000	92,925	3%	95,945	3%
TOTAL	\$ 12,173,409	\$ 12,918,504	\$ 13,135,690	\$ 13,562,600	3%	\$ 14,003,384	3%



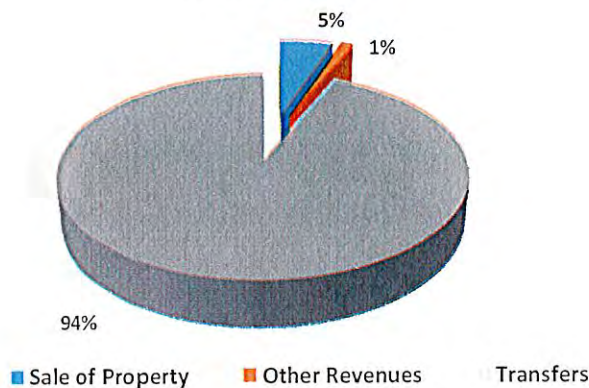
**CITY OF GREENVILLE
VEHICLE REPLACEMENT FUND (VRF)
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

The Vehicle Replacement Fund accounts for monies to fund the City's capital budget, for the replacement of vehicles. All vehicles/equipment maintained by the Fleet Maintenance Division of the Public Works Department are considered under this fund. This fund minimizes fluctuations in the annual budget for vehicle expenditures and establishes a manageable replacement cycle.

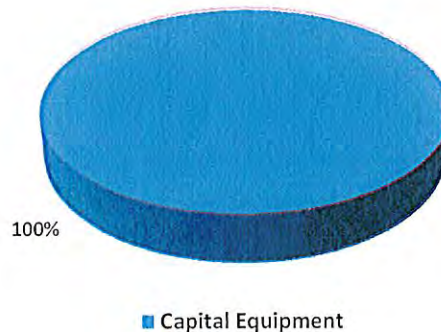
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Sale of Property	\$ 63,819	\$ 215,866	\$ 227,460	\$ 227,460	0%	\$ 227,460	0%
Other Revenues	-	-	51,000	51,000	0%	51,000	0%
Transfer from City Departments	2,098,112	3,184,573	3,328,636	3,803,701	14%	4,171,719	10%
Transfer from Sanitation Fund	-	237,816	250,000	250,000	0%	250,000	0%
Appropriated Fund Balance	-	-	1,077,674	-	-100%	-	0%
TOTAL	\$ 2,161,931	\$ 3,638,255	\$ 4,934,770	\$ 4,332,161	-12%	\$ 4,700,179	8%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Operating	\$ (1,700,966)	\$ (1,921,474)	\$ -	\$ -	0%	\$ -	0%
Capital Equipment	4,320,146	4,828,334	4,934,770	4,332,161	-12%	4,700,179	8%
TOTAL	\$ 2,619,180	\$ 2,906,859	\$ 4,934,770	\$ 4,332,161	-12%	\$ 4,700,179	8%

VRF REVENUE



VRF EXPENSE



**CITY OF GREENVILLE
FACILITIES IMPROVEMENT FUND (FIP)
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

City's 10 Year Facilities Improvement Plan. The projects funded include facility operations projects that are overseen by the Public Works department as well as Parks and Recreation improvement projects that are overseen by the Parks and Recreation department. The fund was created back in fiscal year 2014-2015 through a \$0.01 increase in the ad valorem property tax rate. The fund receives funding through transfers from the General Fund in an amount needed to fund the annual budgeted projects.

REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Transfer from General Fund	\$ 1,579,180	\$ 1,590,000	\$ 1,542,000	\$ 1,400,000	-9%	\$ 1,400,000	0%
TOTAL	\$ 1,579,180	\$ 1,590,000	\$ 1,542,000	\$ 1,400,000	-9%	\$ 1,400,000	0%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Capital Improvement	\$ 176,978	\$ 2,183,757	\$ 1,542,000	\$ 1,400,000	-9%	\$ 1,400,000	0%
TOTAL	\$ 176,978	\$ 2,183,757	\$ 1,542,000	\$ 1,400,000	-9%	\$ 1,400,000	0%

**CITY OF GREENVILLE
CAPITAL RESERVE FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

Capital Reserve Fund is a fund established to set aside and appropriate current funding to future capital projects. Routinely, the Council has transferred unassigned fund balance from the General Fund above the 14% Fund Balance policy into the Capital Reserve Fund to fund specifically identified projects as approved by Council.

REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Investment Earnings	\$ 550	\$ 723	\$ -	\$ -	0%	\$ -	0%
Transfer from General Fund	1,447,301	467,119	-	740,000	0%	390,000	-47%
Appropriated Fund Balance	-	-	-	-	0%	-	0%
TOTAL	\$ 1,447,851	\$ 467,842	\$ -	\$ 740,000	0%	\$ 390,000	-47%

EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Transfer to General Fund	\$ 50,000	\$ -	\$ -	\$ -	0%	\$ -	0%
Transfer to Capital Project Fund	-	122,153	-	-	0%	-	0%
Increase in Reserve	-	-	-	740,000	0%	390,000	-47%
TOTAL	\$ 50,000	\$ 122,153	\$ -	\$ 740,000	0%	\$ 390,000	-47%

**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**



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**PROPOSED
RATE ADJUSTMENTS**

**CITY OF GREENVILLE
RATE ADJUSTMENTS
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

Cemetery Rates

	Current Rate	Adjusted Rate	Change
Grave: Opening & Closing			
Weekday	\$ 450.00	\$ 600.00	\$ 150.00
Weekend	450.00	750.00	300.00
Holiday	480.00	750.00	270.00
Cremation			
Weekday	150.00	200.00	50.00
Weekend	150.00	250.00	100.00
Holiday	180.00	250.00	70.00
Single Grave			
Resident	550.00	700.00	150.00
Non-Resident	750.00	900.00	150.00

Notes:

- Direct cost of providing cemetery services is approximately \$375 thousand per year as compared to revenue of \$230,000
- Adjustments to rates would generate an additional \$67,000 in funding
- The increase in funding will help cover the cost of current services provided as well as provide funding for maintenance of cemeteries inclusive of mowing

Lease Parking Rates

	Current Rate	Adjusted Rate	Change
Monthly Lease Parking Rate	\$ 52.00	\$ 60.00	\$ 8.00

Notes:

- Adjustment to rate would generate an additional \$23,808 in funding
- The increase in funding will be used to fund maintenance of the parking deck as well as resurfacing of Uptown surface lots maintained by the City
 - Hodges parking lot
 - Harris parking lot
 - Five Points Plaza
 - Georgetown Lot
 - Green Street parking lot
 - Merchants parking lot
 - Edwards parking lot
 - Roses parking lot

**CITY OF GREENVILLE
RATE ADJUSTMENTS
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

Recreation & Parks Rates

	Current Rates		Adjusted Rates		Change	
	Resident	Non Resident	Resident	Non Resident	Resident	Non Resident
Youth Sports						
Youth Flag Football	\$ 30.00	\$ 45.00	\$ 35.00	\$ 53.00	\$ 5.00	\$ 8.00
Fall Greenie League Baseball	30.00	45.00	35.00	53.00	5.00	8.00
Youth Basketball (DSC & BLP)	30.00	45.00	35.00	53.00	5.00	8.00
Fall Future Stars Youth Soccer	40.00	-	45.00	-	5.00	-
Spring Future Stars Soccer	40.00	-	45.00	-	5.00	-
Spring Greenie League Baseball	35.00	-	40.00	-	5.00	-
Mini Fry T-Ball	25.00	-	30.00	-	5.00	-
Summer Camps						
Sports Plus Camp	80.00	120.00	90.00	135.00	10.00	15.00
Camp Escape	50.00	75.00	60.00	90.00	10.00	15.00
Youth Baseball	35.00	53.00	40.00	60.00	5.00	7.00
Youth Basketball	35.00	53.00	40.00	60.00	5.00	7.00
Youth Soccer	35.00	53.00	40.00	60.00	5.00	7.00
Shelter Rentals						
Large Shelter - Half Day	30.00	45.00	40.00	60.00	10.00	15.00
Large Shelter - Full Day	60.00	90.00	70.00	105.00	10.00	15.00
Small Shelter - Half Day	20.00	30.00	30.00	45.00	10.00	15.00
Small Shelter - Full Day	40.00	60.00	50.00	75.00	10.00	15.00
Tennis						
Preschool	30.00	45.00	32.00	48.00	2.00	3.00
Youth	40.00	60.00	42.00	63.00	2.00	3.00
Adult	40.00	60.00	42.00	63.00	2.00	3.00
After School	40.00	60.00	42.00	63.00	2.00	3.00
Jr Team Tennis	50.00	75.00	55.00	83.00	5.00	8.00

Notes:

- Adjustments to rates would generate an additional \$31,566 in funding
- The increase in funding will be used to fund the following:
 - Additional part-time staff at South Greenville to run after school programs and provide oversight of evening activities.
 - Summer inclusion and Camp Escape programs for students with disabilities.

**CITY OF GREENVILLE
 RATE ADJUSTMENTS
 FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

Inspection Rates

	Current Rate	Adjusted Rate
1. Occupancy Load Replacement Card Fee	\$20 / Card	\$ -

Note: _____

- Customer friendly effort to ensure qualifying assembly occupancies are posted properly at all times.

2. Technology Fee	\$10 / Permit	\$10 / Qualifying Permit
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Note: _____

- Customer friendly effort to exclude the technology fee for minor inspections that typically take only one trip and small amounts of time to perform.