



Agenda

Greenville City Council

June 11, 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 Bell**
- 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 November 9 and December 14, 2017, and April 9, 2018 City Council meetings and the March 19, 2018 City Council Workshop
2. Resolution accepting dedication of rights-of-way and easements for Centre Court
3. Right-of-Way Encroachment Agreement with New Cingular Wireless PCS, LLC (“AT&T”)
4. Right-of-Way Encroachment Agreement with Moye-Corp, LLC
5. Right-of-Way Encroachment Agreement with Greenville Theatre Ventures, LLC
6. Right-of-Way Encroachment Agreement with the State of North Carolina for the benefit of East Carolina University’s new Student Services Building
7. Right-of-Way Encroachment Agreement with Teleport Communications America, LLC
8. Ordinance and reimbursement resolution amending Greenville Utilities Commission's FY 2017-18 Budget and various capital projects budgets
9. Reimbursement resolution for the proposed Police Superior Software installment financing agreement
10. Police Services Agreement and Memorandum of Understanding for Operational Procedures between the City of Greenville and the Greenville Housing Authority
11. Resolution accepting an amended State Revolving Loan offer relating to the Town Creek Culvert and BMP Retrofit Project
12. Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Allen Road Multi-Lane Improvement Project
13. Resolution declaring two stormwater cameras as surplus and authorizing their disposition by exchange for a new camera system
14. Resolution declaring as surplus and authorizing the disposition of four vehicles by electronic auction
15. Approval to purchase twelve vehicles for various City departments
16. Contract Award to Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project
17. Approval of sole-source purchase of replacement traffic signal poles/mast-arms
18. Report on Bids and Contracts Awarded

19. Various tax refunds greater than \$100

VIII. New Business

Public Hearings

20. Public hearing on proposed fiscal year 2018-19 budgets:
 - a) City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority
 - b) Greenville Utilities Commission

Other Items of Business

21. What to do if stopped by the Police
22. Budget Ordinance Amendment #10 to the 2017-2018 City of Greenville Budget (Ordinance #17-040), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and the Insurance Loss Reserve Fund (Ordinance #94-140)

IX. Review of June 14, 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: 6/11/2018
Time: 6:00 PM

<u>Title of Item:</u>	Minutes from the November 9 and December 14, 2017, and April 9, 2018 City Council meetings and the March 19, 2018 City Council Workshop
<u>Explanation:</u>	Proposed minutes from regular City Council meetings held on November 9 and December 14, 2017 and April 9, 2018, and a City Council Workshop held on March 19, 2018 are presented for review and approval
<u>Fiscal Note:</u>	There is no direct cost to the City.
<u>Recommendation:</u>	Review and approve proposed minutes from regular City Council meetings held on November 9 and December 14, 2017 and April 9, 2018, and a City Council Workshop held on March 19, 2018

ATTACHMENTS:

- ❑ **Proposed_Minutes_of_the_November_9,_2017_City_Council_Meeting_1081131**
- ❑ **Proposed_Minutes_of_the_December_14,_2017_City_Council_Meeting_1081133**
- ❑ **Final_Proposed_Minutes_for_April_9,_2018_City_Council_Meeting_1081183**
- ❑ **Minutes_City_Council_Workshop_March_19_2018_1077395**

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, NOVEMBER 9, 2017



A regular meeting of the Greenville City Council was held on Thursday, November 9, 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 Shawan Barr offered 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 Emanuel McGirt, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

Council Member Connelly asked that the NC Department of Transportation item be moved up on the agenda to follow Appointments.

Upon motion by Council Member Smiley and second by Council Member Godley, the City Council voted unanimously to approve the agenda with the recommended change.

PUBLIC COMMENT PERIOD

Mayor Smith opened the public comment period at 6:04 pm, explaining procedures which should be followed by all speakers.

Elmer Cole – 2122 Sir Norman Court

Mr. Cole expressed great concern with the City of Greenville that has violated the covenant in which he lives in Sir Normal Court. Their covenant says a residence cannot be built on a concrete slab. The City authorized a residence built on a concrete slab on the property adjoining his. The City is required to notify everyone in the ETJ by registered mail



according to State regulations. No one in the ETJ has been notified by registered mail or any other means that tells them they are in the ETJ. The road in front of his residence is in disrepair due to large trucking coming in and turning around. The City says the residence of his neighborhood must pay for that to be repaired. He does not feel this is fair because the residents in his neighborhood are not allowed to vote in City elections. He respects some of the decisions made by the City Council, but the City has imposed much on the residents of the ETJ that is not fair. There are six residences on Sir Normal Court and they do not have the income to pay for a road to be repaired. He has to get a permit from the City for anything he does to his property, but is not allowed to vote for City Council.

Tony Parker – 1928A Cambria Drive

Mr. Parker, who indicated he is speaking on behalf of the Bicycle and Pedestrian Commission, said he would like to address the Metropolitan Planning Organization's Active Transportation Plan which will be discussed as part of tonight's agenda. In 2016, he was fortunate enough to be asked to be a member of the Active Transportation Committee. Over the years, he has worked with City staff to help create a more active Greenville. He believes that a more active Greenville is a healthier Greenville, and a healthy community is worthy of economic investment. There are a large number of people in Greenville who depend on active transportation as their sole means of getting from Point A to Point B. Active people will move, no matter what their boundaries are, and the City needs invest in a safe infrastructure to accommodate them.

Brad Evans – 181 Holly Hills Road

Mr. Evans said he is speaking on behalf of himself and his neighbors in the Holly Hills/ Cardinal Drive area related to the Portertown Road and Fire Tower Road widening project. It is his understanding a resolution endorsing the plan is scheduled for consideration tonight. Mr. Evans stated he does not oppose the expansion, per se, but they do have some concerns that they have already addressed with DOT and would like to address with the City Council. They are not aware of any response to the comments they've offered, so they hope the City Council would be amenable to making recommendations on their behalf. Their first concern relates to speed and signage. It is his understanding this is being constructed as a 45 mph corridor, but will be signed for 35 mph. They would like to see it remain a 35 mph corridor for the safety of young children and those walking in the neighborhood. They are also concerned about left turns because their neighborhood has two entrances, but there are no left turns permitted, causing residents to have to drive a substantial distance out of their way to get in or out of the neighborhood. Area residents are also concerned about maintaining the residential character of their neighborhood.

Chad Carwein – 2817 Jefferson Drive

Mr. Carwein stated he is speaking as Chair of the Bicycle and Pedestrian Commission, East Carolina University's Sustainability Manager and a member of the Active Transportation Master Plan Committee. He supports adoption of that plan tonight which was developed



through a significant amount of time, effort and resources. He offered various statistics in support of adopting the plan, stating it is not just a luxury, but a necessity for many people.

Pam Fruitiger – 1134 Timber Drive

Ms. Fruitiger stated she and her husband, Dewane, were concerned about the NC DOT plan going through Charles Boulevard that would impact their business, but she has now heard there have been some changes that will impact their business favorably, so she has no further comment.

Steven Hardy-Braz – 3340 N. Greene Street

Mr. Hardy-Braz spoke in support – he thinks – of the Bicycle and Pedestrian Master Plan. He does not feel it deserves full support because it does not go far enough. NC DOT has adopted a Complete Streets Policy which has been alluded to in the Horizons Plan, but the City has yet to adopt a fully committed Complete Streets Policy. When roads go out into the County, bike lanes disappear. The City Council needs to lead for the betterment of all citizens.

Dan Hemme – 3921 Nantucket Road, Apt B

Mr. Hemme said he wishes to echo the comments of Mr. Parker and Mr. Hardy-Braz and speak in support of the Active Transportation Plan. In the recent election, each member of the City Council ran on a platform of safety. Cities across the country have recognized that bringing people on bikes or on foot into the community boosts the economy because they stop at locations to spend money in local businesses.

Michael Glenn – 632 S. Pitt Street

Mr. Glenn stated he is a business and property owner in Greenville. He wants to add to the ongoing conversation regarding safety and traffic improvement in Greenville, specifically the reconfiguration and installation of medians and the negative impact on businesses by eliminating left turn access. The DOT project for Fire Tower and Portertown will negatively impact business. In 2014, a concrete median was installed on Greenville Boulevard in the vicinity of the Best Buy shopping center which eliminated left turn access to the now-closed Auto Brite Car Wash. Mr. Glenn stated he spoke to the former owner of the car wash, who cited a 50% drop in business following elimination of left turn access as being a deciding factor in the closing of his business. Mr. Glenn said he owns a self-serve car wash on East 10th Street, which is another area for proposed installation of such a median. He has attended many public input meetings on this plan and was told by one DOT Engineer that he would likely see an increase in business because customers would feel safer entering and exiting his business. He does not believe this to be true.

Kristen Schrader – 101 Lee Street

Ms. Schrader stated she knows the Council will be looking at issues on Fire Tower and encourages them to make a decision quickly. There is an accident every week in front of



her house and she no longer mows the grass along the roadway because of having nearly been hit by a car. The area is unsafe and it is only getting worse.

There being no one else present who wished to address the City Council, Mayor Smith closed the public comment period at 6:30 pm.

SPECIAL RECOGNITIONS

RECOGNITION OF ALLEN M. THOMAS

Mayor Smith read and presented a plaque honoring Former Mayor Allen M. Thomas who was first elected to serve as mayor in 2011. During his nearly three terms, he oversaw a period of growth and significant progress. His service ended in June 2017 when he was appointed to serve as Executive Director for the North Carolina Global Transpark.

Former Mayor Thomas expressed his appreciation for the recognition, stating that this community means a lot to him. It is measured by the lives of the people of those who live here and those who serve. It has been one of the greatest pleasures of his life to serve as Greenville's mayor and, before that, to serve on various City boards. He is honored to live here and call Greenville home.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Board of Adjustment

Mayor Pro-Tem Glover made a motion to appoint Dillon Godley to fill a term that will expire June 2018 in replacement of Jim Watts, who had resigned. Council Member Godley seconded the motion and it carried unanimously.

Community Appearance Commission

Council Member Godley continued all appointments.

Housing Authority

Council Member Connelly made a motion to appoint Angela Marshall to fill an unexpired term that will expire May 2020 in replacement of Judy Asselmeir, who had resigned. Council Member Smiley seconded the motion and it carried unanimously.



Human Relations Council

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 appointments.

Redevelopment Commission

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

Sheppard Memorial Library Board

Council Member Smiley made a motion to appoint Darrell Hinnant, Jr. and Ray Spears to first three-year terms that will expire October 2020 in replacement of Catherine Rouse and Richard Wolfe, who was no longer eligible to serve. Council Member Godley seconded the motion and it carried unanimously.

Youth Council

Council Member Mercer made a motion to appoint Olivia Chiancone, Rachel Harris, and Matthew McCauley to a one-year term that will expire September 2018. Council Member Barr seconded and the motion carried unanimously.

OTHER ITEMS OF BUSINESS – PART 1

UPDATE BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON PROJECTS U-5870 AND U-5785 (FIRE TOWER ROAD AND PORTERTOWN ROAD) AND RESOLUTION OF SUPPORT– (Resolution No. 053-17)

Public Works Director Kevin Mulligan stated that North Carolina Department of Transportation (NC-DOT) will provide an update on the Fire Tower project that goes from Tenth Street out by the Walmart, down Portertown Road and continues out to just West of Arlington Boulevard. NC-DOT met with the City about a year ago to ask that the City consider expanding the project. The original limits of the project ended on Fire Tower at Charles Boulevard, but after some analysis by NC-DOT, they wanted to extend it to its current end at just West of Arlington Boulevard. NC-DOT presented that alternative to City Council this past February and Council asked them to analyze that design and come back with the results of that analysis. He introduced NC-DOT Project Development Engineer Bill Kincannon, who will make that presentation.



Mr. Kincannon stated the purpose of the project is to relieve congestion on Fire Tower Road and Portertown Road in order to:

- Improve traffic operations
- Reduce crashes
- Enhance connectivity
- Greenville Urban Area MPO Comprehensive Transportation Plan Major Thoroughfare

NC-DOT hopes to begin right-of-way acquisition in June 2018 at an estimated cost of \$7,029,000, begin utility relocation in late 2018 at an estimated cost of \$843,000 and begin construction in late 2018 for an expected cost of \$22,116,000. The total project cost is estimated at \$29,988,000.

Mr. Kincannon reviewed maps and video of both the initial project study area and the extended project study area, along with plans for a typical section. He shared crash statistics in the project area and outlined problems outside the current project:

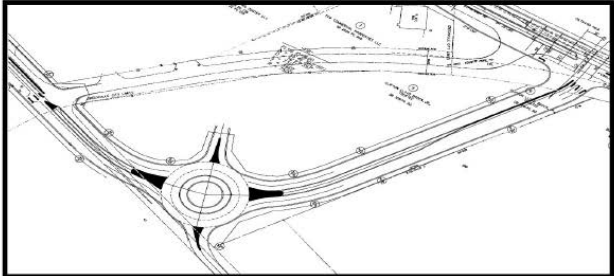
- Fire Tower Road intersections with NC43 and Arlington frequently do not function acceptably, with near total gridlock at peak hours
- Fire Tower just East of Charles currently has about 22,000 average daily traffic and is expected to have about 33,000 in the 2040 design year
- Crashes at Arlington/Fire Tower and crashes at Charles/Fire Tower are predominantly left turns
- End result of no action may be an area so congested it is avoided by all but commuters travelling straight through, with difficult access to area restaurants, shopping and other businesses

Mr. Kincannon reviewed and discussed plan updates since the public meetings:

ncdot.gov U-5870 / U5785 Firetower Rd and Portertown Rd

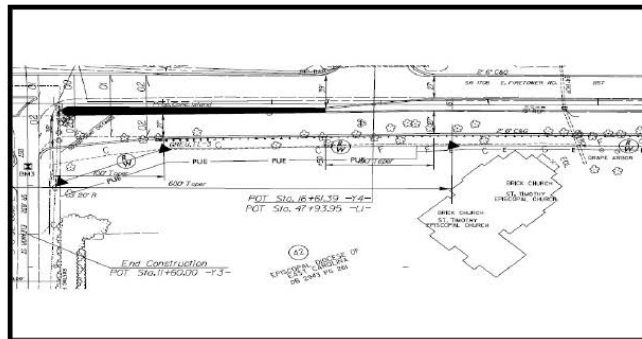
Updates Since Public Meeting

- Reduce RW impacts on Arlington by reducing median width and utilizing retaining walls
- Installing a round-a-bout on Kittrell to facilitate mobility for Cherry Oaks
- Continuing to work with area business owners concerning access and RW Impacts





- Reduce RW impacts on Charles Blvd by reducing median width and lane width
- Providing a thru movement from west to east in the Turnbury Quadrant not previously provided
- Provide safety features and proximity adjustments to St. Timothy Church
- Continuing discussions concerning noise impacts



In closing, Mr. Kincannon explained noise abatement measures which were determined to be preliminarily feasible and reasonable in six locations:

- North side of Fire Tower Road behind Cleere Court residences (6' high, 690' long)
- North side of Fire Tower Road near Mary Beth (12' high, 973' long)
- South side of Portertown Road near Sassafra Court (6' high, 1,110' long)
- North side of Portertown Road near Elkin Ridge and Ashley Way (6' high, 480' long)
- North side of Portertown Road behind the townhomes on the west side of Elkin Ridge Drive (8' high, 220' long)
- North side of Portertown Road east of Rocket Road to Rhema Street (8' high, 570' long)

Following general discussion, Council Member Connelly moved to approve the resolution of support for the selected alternative for the quadrant loop design for the Fire Tower/ Portertown Road widening project (U-5785/U-5870). Council Member Mercer seconded the motion, which passed by unanimous vote.



NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX CRAIG F. GOESS PROPERTY INVOLVING 0.664 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF WEST ARLINGTON BOULEVARD AND 300 +/- WEST OF DICKINSON AVENUE – (Ordinance No. 17-056)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Greenville Township in voting district #1. The property is currently vacant with no population, and no population is expected at full development. Current zoning is MCG (Medical-General Commercial), with the proposed use being incorporation into a larger development. Present tax value is \$104,126, with tax value at full development estimated at \$104,126.

Mayor Smith declared the public hearing for the proposed annexation open at 7:07 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 7:08 pm.

Council Member Connelly moved to adopt the ordinance to annex Craig F. Goess property involving 0.664 acres located along the southern right-of-way of West Arlington Boulevard and 300 +/- west of Dickinson Avenue. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY DR. LEWIS STEPHEN REDD TO REZONE A TOTAL OF 12.027 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF STANTONSBURG ROAD AND ALLEN ROAD FROM MRS (MEDICAL-RESIDENTIAL-SINGLE FAMILY) TO MCH (MEDICAL-HEAVY COMMERCIAL) FOR 5.540 ACRES (TRACT 1) AND MCG (MEDICAL-GENERAL COMMERCIAL) FOR 6.487 ACRES (TRACT 2) – (Ordinance No. 17-057)

Planner Chantae Gooby stated that Dr. Lewis Stephen Redd has requested to rezone a total of 12.027 acres located at the southwestern corner of the intersection of Stantonburg Road and Allen Road from MRS (Medical-Residential-Single Family) to MCH (Medical-Heavy Commercial) for 5.540 acres (Tract 1) and MCG (Medical-General Commercial) for 6.487 acres (Tract 2).



Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 4,524 trips to and from the site on Allen Road, which is a net increase of 4,294 additional trips per day. During the review process, measures to mitigate the traffic will be determined. A traffic impact analysis will be required.

In 1976, the property was incorporated into the City's extra-territorial jurisdiction (DTJ) and zoned RA20 as part of a large-scale ETJ extension. In 1985, the Medical District was adopted by City Council. The subject site was included as part of the Medical District and rezoned 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, Ms. Gooby stated the property consists of two (2) single-family residences and woodland, but Tract 1 could accommodate 20-22 single-family lots and Tract 2 could accommodate 20-25 single-family lots. Under the proposed zoning, Tract 1 could accommodate one (1) convenience store with gasoline sales (3,600 square feet), one (1) freestanding fast food restaurant (3,275 square feet) and one (1) hotel (48,000 square feet). Tract 2 could accommodate a mixed retail/restaurant anchor tenant, similar to Arlington Crossing (48,000 square feet), one (1) freestanding fast food restaurant (3,275 square feet) and one (1) conventional freestanding restaurant (5,600 square feet). The anticipated build-out time is within 2-3 years.

Surrounding land uses and zoning are as follows:

North: MO – Zaxby's and MR – Waterford Place Apartments

South: MR – Allenton Estates Townhomes

East: MO - Vacant

West: MO - Farmland

Ms. Gooby 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.

Ms. Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its October 17, 2017 meeting.

Mayor Smith declared the public hearing for the proposed rezoning open at 7:14 pm and invited anyone wishing to speak in favor to come forward.



Mike Baldwin – No Address Given

Mr. Baldwin, 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.

Steven Hardy-Braz – 3340 N. Greene Street

Mr. Hardy-Braz stated Allen Road will have sidewalks and bike lanes. Many of the people living in that area (about 20%) don't have access to motorized transportation. He feels this is a similar mistake to Greenville Boulevard

Hearing no one else wishing to speak, Mayor Smith closed the public hearing at 7:20 pm.

Council Member Connelly moved to adopt the ordinance to rezone a total of 12.027 acres located at the southwestern corner of the intersection of Stantonsburg Road and Allen Road from MRS (Medical-Residential-Single Family) to MCH (Medical-Heavy Commercial) for 5.540 acres (Tract 1) and MCG (Medical-General Commercial) for 6.487 acres (Tract 2). Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY FMM PROPERTIES, LLC TO REZONE A TOTAL OF 58.875 ACRES LOCATED NORTH OF THE INTERSECTION OF NC HIGHWAY 43 AND B'S BARBEQUE ROAD FROM MRS (MEDICAL-RESIDENTIAL-SINGLE FAMILY), RA20 (RESIDENTIAL-AGRICULTURAL) AND OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO MO (MEDICAL-OFFICE) FOR 15.570 ACRES (TRACT 1) AND TO MR (MEDICAL-RESIDENTIAL [HIGH DENSITY MULTI- FAMILY]) FOR 43.305 ACRES (TRACT 2) – (Ordinance No. 17-058)

Planner Chantae Gooby stated that FMM Properties, LLC has requested to rezone a total of 58.875 acres located north of the intersection of NC Highway 43 and B's Barbeque Road from MRS (Medical-Residential-Single Family), RA20 (Residential-Agricultural) and OR (Office-Residential [High Density Multi-family]) to MO (Medical-Office) for 15.570 acres (Tract 1) and to MR (Medical-Residential [High Density Multi- family]) for 43.305 acres (Tract 2).

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 6,907 trips to and from the site on West 5th Street, which is a net increase of 4,462 additional trips per day. During the review process, measures to mitigate the traffic will be determined. A traffic assessment will be required.

In 1976, the MRS-zoned and OR-zoned portions of the property were incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 as part of a large-scale ETJ extension. In 1985,



the Medical District was adopted by City Council. The subject site was included as part of the Medical District and rezoned to MRS (Medical-Residential-Single-Family). In 1993, the existing RA20-zoned portion of the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension. In 2009, a portion of the subject property was rezoned to OR.

Water and Sanitary Sewer are available. There are no known historical conditions/constraints on this property. The property is impacted by the floodway and 100-year floodplain associated with the Harris Mill Run and Tar River.

Under the current zoning, Ms. Gooby stated the property currently consists of three (3) single-family residences and farmland, but Tract 1 could accommodate 56-60 single-family lots. Tract 2 could accommodate 140-151 single-family lots. Under the proposed zoning, Tract 1 could accommodate 122,000-134,165 square feet of medical office space and Tract 2 could accommodate a multi-family project of 602-688 multi-family units (1, 2 and 3 bedrooms). The anticipated build-out time is within 2-3 years.

Surrounding land uses and zoning are as follows:

North: RA20 and MRS – Woodlands (under common ownership of the applicant)

South: MO – vacant; MRS – B's Barbeque Restaurant, five (5) single-family residences and Pentecostal Temple Holy Church of Deliverance and associated buildings

East: MRS – GUC pump station, MO and MR – 65 foot access easement for city-owned property; and MO – Oak Haven Assisted Living Center

West: RA20 and MRS – One (1) single-family residence and woodland

Ms. Gooby stated that, in staff's opinion, the request is in general compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan and Character Map. "In general compliance with the comprehensive plan" should be construed as meaning the requested zoning is recognized as being in a transition area and that the requested zoning (i) is currently contiguous, or is reasonably anticipated to be contiguous in the future, to specifically recommended and desirable zoning of like type, character or compatibility, (ii) is complementary with objectives specifically recommended in the Horizons Plan (or addendum to the plan), (iii) is not anticipated to create or have an unacceptable impact on adjacent area properties or travel ways, and (iv) preserves the desired urban form. It is recognized that in the absence of more detailed plans, subjective decisions must be made concerning the scale, dimension, configuration, and location of the requested zoning in the particular case. Staff is not recommending approval of the requested zoning; however, staff does not have any specific objection to the requested zoning.

Ms. Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its October 17, 2017 meeting.



Mayor Smith declared the public hearing for the proposed rezoning open at 7:26 pm and invited anyone wishing to speak in favor to come forward.

Mike Baldwin – No Address Given

Mr. Baldwin, 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.

Taylor Moser – No Address Given

Mr. Moser stated he is opposed to anything that increases density and use of this land. He runs a family farm next door and use of the wetlands is a concern. His future land use will not change. Agriculture and apartments do not always make good neighbors.

Hearing no one else wishing to speak, Mayor Smith closed the public hearing at 7:34 pm.

Council Member Connelly moved to adopt the ordinance to rezone a total of 58.875 acres located north of the intersection of NC Highway 43 and B's Barbeque Road from MRS (Medical-Residential-Single Family), RA20 (Residential-Agricultural) and OR (Office-Residential [High Density Multi-family]) to MO (Medical-Office) for 15.570 acres (Tract 1) and to MR (Medical-Residential [High Density Multi-family]) for 43.305 acres (Tract 2). Council Member Godley seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY GLENN ARTHUR, LLC TO ADD AN URBAN CORE OVERLAY DISTRICT (UC) TO 0.146 ACRES (6,354 SQ. FT.) LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF EAST 14TH STREET AND 60+/- FEET EAST OF COTANCHE STREET. THE CURRENT ZONING IS CDF (DOWNTOWN COMMERCIAL FRINGE) AND THE REQUESTED ZONING IS CDF-UC (DOWNTOWN COMMERCIAL FRINGE – URBAN CORE OVERLAY). – (Ordinance No. 17-059)

Planner Chantae Gooby stated the City has received a request from Glenn Arthur, LLC to add an Urban Core Overlay District (UC) to 0.146 acres (6,354 sq. ft.) located along the northern right-of-way of East 14th Street and 60+/- feet east of Cotanche Street. The current zoning is CDF (Downtown Commercial Fringe) and the requested zoning is CDF-UC (Downtown Commercial Fringe – Urban Core Overlay).

The Future Land Use and Character Map recommends mixed use (MU) along East 14th Street between Evans Street and Charles Boulevard transitioning to uptown neighborhood (UN) in the interior. Ms. Gooby explained that "Mixed Use" refers to small-scale activity centers that contain places to live, work and shop integrated in a walkable pattern. Mixed Use buildings are located close together and near the street. Buildings tend to be smaller



than Mixed Use Center, High Intensity and support primarily locally-oriented uses and serving as a transition in intensity to nearby neighborhoods.

Ms. Gooby stated the general purpose and intent of the Urban Core (UC) Overlay District is to allow modifications of specific site development standards of the OR and CDF underlying zoning districts which are designed to facilitate development and redevelopment of in-fill sites in the general area bounded by East 10th Street, the CSX Railroad, East 14th Street and Green Mill Run.

In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use 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. The Planning and Zoning Commission voted unanimously to approve the request at its October 17, 2017 meeting.

Mayor Smith declared the public hearing for the proposed overlay district open at 7:37 pm and invited anyone wishing to speak in favor to come forward.

Bryan Fagundas – No Address Given

Mr. Fagundas, speaking on behalf of the applicant, stated he had nothing to add but 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 7:38 pm.

Council Member Godley moved to adopt the ordinance to add an Urban Core Overlay District (UC) to 0.146 acres (6,354 sq. ft.) located along the northern right-of-way of East 14th Street and 60+/- feet east of Cotanche Street. The current zoning is CDF (Downtown Commercial Fringe) and the requested zoning is CDF-UC (Downtown Commercial Fringe – Urban Core Overlay). Council Member Connelly seconded the motion, which passed by unanimous vote.

RESOLUTION TO CLOSE FORBES STREET FROM TENTH STREET TO NINTH STREET-
(Resolution No. 054-17)

City Engineer Scott Godefroy stated the City received a petition from East Carolina University (ECU) requesting the closure of a portion of Forbes Street from Tenth Street to



Ninth Street. The petitioner is the owner of the properties adjoining both sides of the street section requested to be closed.

City Council adopted a Resolution of Intent to Close Forbes Street from Tenth Street to Ninth Street during its October 9, 2017 meeting. At that meeting, Council set the date for the public hearing to be the November 9, 2017 City Council meeting.

City Council rezoned the adjoining properties of the petitioner from CDF (Downtown Commercial Fringe) to OR (Office-Residential [High Density Multi-family]) during the September 14, 2017 meeting.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its September 19, 2017 meeting.

The petition has been reviewed by City staff and the Greenville Utilities Commission (GUC). The City and GUC require an easement over and upon the street section to be closed for storm drain and utilities that will remain in the closed street section. City staff recommends, as a condition of the street closing, that a recombination map be submitted in accordance with the Subdivision Regulations.

Mr. Godefroy noted that 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; however, the City will no longer receive Powell Bill funds of \$102 for the closed street section.

Mayor Smith declared the public hearing for the proposed closing open at 7:41 pm and invited anyone wishing to speak in favor to come forward.

Bill Bagnell – No Address Given

Mr. Bagnell, Associate Vice Chancellor of Campus Operations at ECU, 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 7:43 pm.

Council Member Connelly moved to adopt the Resolution to Close Forbes Street from Tenth Street to Ninth Street. Council Member Godley seconded the motion, which passed by unanimous vote.

RESOLUTION TO CLOSE AN UNNAMED ALLEYWAY LOCATED NORTH OF DICKINSON AVENUE AND EAST OF PITT STREET– (Resolution No. 055-17)



City Engineer Scott Godefroy stated the City received a petition from NC Brewing Ventures and others requesting the closure of a 10-foot unnamed alleyway located north of Dickinson Avenue and on the east side of Pitt Street. The petitioners are owners of the properties adjoining both sides of the alleyway.

City Council adopted a Resolution of Intent to Close a Portion of an Unnamed Alleyway North of Dickinson Avenue and East of Pitt Street during its October 9, 2017 meeting. At that meeting, Council set the date for the public hearing to be November 9, 2017.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its September 19, 2017, meeting.

The petition has been reviewed by City staff and the Greenville Utilities Commission (GUC). The City and GUC require an easement over and upon the alleyway to be closed for utilities that will remain in the closed street section. City staff recommends, as a condition of the street closing, that a recombination map be submitted in accordance with the Subdivision Regulations.

Mr. Godefroy stated that budgeted funds of \$181 for yearly maintenance of this alleyway will no longer be required upon the effective date of the Resolution to Close by City Council.

Mayor Smith declared the public hearing for the proposed closing open at 7:45 pm and invited anyone wishing to speak in favor to come forward.

Thomas Taft – No Address Given

Mr. Taft, Owner of NC Brewing Ventures, 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 7:50 pm.

Council Member Smiley moved to adopt the Resolution to Close an Unnamed Alleyway Located North of Dickinson Avenue and East of Pitt Street. Council Member Barr seconded the motion, which passed by unanimous vote.

RESOLUTION AUTHORIZING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR A SECTION 5307 GRANT FOR FEDERAL OPERATING AND CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT (GREAT) FOR FISCAL YEAR 2017-2018– (Resolution No. 056-17)

Transit Manager Lamont Jackson stated that each year, the City utilizes Federal Transit Administration (FTA) grant funding to help support the operating and capital needs of the



Greenville Area Transit (GREAT) system. Obtaining this funding requires a public hearing and adoption of a resolution authorizing an application to the FTA for grant funds. The grant funding supports transit systems that are open to the public in areas with populations between 50,000 and 200,000. The federal funds are available to reimburse the City for 50% of the operating deficit and 80% of the preventive maintenance, ADA and capital expenditures. The total amount of the allocation is \$1,771,993. Maximum matching funds are estimated at \$635,730 and are already included in the fiscal year 2017-2018 budget.

Mayor Smith declared the public hearing for the proposed resolution open at 7:53 pm and invited anyone wishing to speak in favor to come forward. Hearing none, Mayor Smith invited comment in opposition. Also hearing none, Mayor Smith closed the public hearing at 7:54 pm.

Council Member Connelly moved to adopt the Resolution authorizing an application to the Federal Transit Administration (FTA) for a Section 5307 grant for federal operating and capital assistance for Greenville Area Transit (GREAT) for fiscal year 2017-2018. Council Member Smiley seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS – PART 2

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

This item was moved forward on the agenda to follow Appointments.

ADOPTION OF THE GREENVILLE METROPOLITAN PLANNING ORGANIZATION'S (GUAMPO) ACTIVE TRANSPORTATION MASTER PLAN (ATP) – (Resolution No. 057-17)

Public Works Director Kevin Mulligan stated that in April 2016, City Council awarded a professional services contract for development of an Active Transportation Master Plan (bicycling, pedestrian, and greenway) to ALTA Planning + Design, Inc. The goals of the master plan include: 1) Enhance Connectivity, 2) Create a Positive Economic Impact, 3) Protect the Environment, 4) Promote Equity, 5) Enhance Health, 6) Increase Safety, and 7) Increase Livability.

Transportation Planner Ryan Purtle stated the ATP was created in partnership with each MPO member, ECU, various City commissions and stakeholder groups, and the general



public. The plan works as an update to the current Bicycle and Pedestrian Master Plan that was adopted in 2011. Adopting this plan provides a guide to alternative transportation projects and makes these projects eligible for federal funding through the State Transportation Improvement Program (STIP).

Mr. Purtle stated the STIP is developed through a process called Prioritization which requires any and all projects submitted to be included in an adopted Transportation Plan. To comply with this mandate, the MPO utilizes the Bicycle and Pedestrian Plan, of which the ATP is an update, for prioritizing all Bicycle and Pedestrian related projects. Project ideas, designs, and objectives illustrated within the ATP will be utilized as local and state transportation professionals continue to develop the Greenville Urbanized Area's alternative transportation network.

While this plan was developed with consideration to the Greenville Urban Area MPO as a whole, Mr. Mulligan stated each MPO member must adopt the Plan for future utilization during the State's prioritization process. Bicycle and Pedestrian projects are subject to a 20% local match, which puts an emphasis on locally supported projects that are a priority to each individual member. This Plan contains priority projects for each MPO member that upon adoption will be submitted to the MPO for possible State prioritization in the future, pending individual member fund availability and local support.

Mr. Purtle stated an update on the Plan was presented to City Council on March 20, 2017. After taking public comments into consideration, Alta Planning + Design made the following changes to the Active Transportation Plan between the draft and final plan stage:

- Section 5: Priority Projects - Project cost estimates were included.
- Section 5: Priority Projects - Three projects were expanded upon:
 - Paramore Park Link
 - Greens Mill Run Greenway Extension
 - Pitt County Community College Link
- Appendix A - Public Input: Added a table of all responses of written comments from the online survey (104 total pages cataloged in Appendix A).

The final draft of the plan was posted for public comment in the spring of 2017. In coordination with the Steering Committee, Alta Planning has completed the ATP. The Steering Committee, at its final meeting on July 25, 2017, unanimously recommended that the plan be considered for adoption. After review and consideration, the GUAMPO Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC) have respectfully requested that each member of GUAMPO (Greenville, Winterville, Ayden, Simpson, and portions of Pitt County) adopt this plan. This Plan will be reviewed and



considered for adoption by each jurisdictional member of the MPO during October and November 2017 regularly scheduled governing body meetings and from that point forward updated by the GUAMPO every 5 years in coordination with the update to GUAMPO's Metropolitan Transportation Plan (MTP), which serves as the Greenville Urbanized Area's Long Range Transportation Plan (LRTP).

Mr. Purtle noted for the public that the Plan can be viewed at <http://www.greenvillenc.gov/home/showdocument?id=15158>

Upon motion by Council Member Godley and second by Mayor Pro-Tem Glover, the City Council voted unanimously to adopt the 2017 Greenville Urban Area MPO Active Transportation Master Plan (ATP) so that these bike and pedestrian projects will be eligible for federal funding as part of the STIP prioritization process.

APPROVAL OF WESTPOINTE VILLAGE PARK SCHEMATIC DESIGN

Recreation and Parks Director Gary Fenton stated the Comprehensive Master Plan for Parks highlights where parks are located within the City and also calls attention to areas where the residents have to travel great distances to get to a City park. This has been the case for the residents of Westpointe Village and other nearby areas that are located 5-6 miles from their nearest parks. Knowing where these "park poor" areas exist is a great benefit to staff in planning future park and greenway needs.

Parks Planner Lamarco Morrison briefed the City Council on the process and plans associated with the development of Westpointe Village Park. He stated that during its September 11th meeting, the City Council approved the playground area for Westpointe Village and staff promised to return with a schematic design for the entire park. Mr. Morrison stated there is a Master Plan document which Council will receive in Notes to Council, but he would provide a brief overview tonight.

By park standards, Mr. Morrison stated that Westpoint Village Park is considered a neighborhood park. He reviewed the park's location and description, along with the areas served.



Neighborhood Park

- 6 acres
- Serves 1 mile Radius
- Westpointe Park is 6 acres
- Minimal vehicular access
- 10,981 People

Neighborhoods Served

- Westpointe Village
- Weatherford Place
- Park Place
- Stanton Point
- Hampton Court Apt.
- Greenpointe Apt.
- Greenwood Forest
- Country Village

Find yourself in good company®

Mr. Morrison stated the official planning process kicked off in March at a meeting with area residents and stakeholders to establish the appropriate design elements and master plan recommendations.

Based on feedback from the kick-off meeting, staff developed three distinct conceptual design alternatives which were presented at a second public input meeting in July. Residents and stakeholders requested staff refine “Concept A” and use the design elements to finalize the schematic design. Using input gathered at this second meeting, the final schematic design was completed in October and will be used as a guide for future phases of park development and the basis for submission of Capital Improvement funding requests. Mr. Morrison provided a illustrations of various phases of development.

While there is no cost associated with approving the schematic design, Mr. Morrison stated there will be costs associated with implementing construction as funding becomes available. Implementation of the plan can be broken into several fiscally manageable phases.

Upon motion by Council Member Godley and second by Council Member Smiley, the City Council voted unanimously to approve the Westpointe Village Park schematic design and incorporate it by reference into the City of Greenville Comprehensive Recreation and Parks Master Plan.



CITY MANAGER'S REPORT

City Manager Wall reminded the City Council that November 10th is a holiday for City employees in observance of Veterans Day. City offices will be closed, but recreation centers and parks will be open and the GREAT bus service will be running.

Ms. Wall expressed appreciation, on behalf of the City and herself, to all former and current veterans for their service.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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

CLOSED SESSION

Council Member Godley moved to enter closed session in accordance with G.S. §143-318.11 (a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and G.S. §143-318.11 (a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body including consultation related to the lawsuit entitled William Scott Kozel v. City of Greenville and Pitt County Board of Education. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

Mayor Smith declared the City Council in closed session at 8:26 pm and called a brief recess to allow the Council and staff time to relocate to the Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Godley to return to open session. Motion was approved unanimously and Mayor Smith returned the City Council to open session at 8:57 pm.

ADJOURNMENT



Council Member Smiley moved to adjourn the meeting, seconded by Council Member Godley. There being no further discussion, the motion passed by unanimous vote and Mayor Smith adjourned the meeting at 8:58 pm.

Respectfully submitted,

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

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, DECEMBER 14, 2017



A regular meeting of the Greenville City Council was held on Thursday, December 14, 2017 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 pm. Imam Shaik Fuzailahmed, of Islamic Center of Eastern NC, gave the invocation by invitation from Council Member Rick Smiley, followed by the Pledge of Allegiance.

Those Present:

Mayor P. J. Connelly, Mayor Pro-Tem Rose H. Glover and Council Members Kandie D. Smith, Will Bell, Rick Smiley, William F. Litchfield, Jr. and Brian V. Meyerhoeffer, Jr.

Those Absent:

None

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel D. McGirt, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

Upon motion by Council Member Smiley and second by Mayor Pro-Tem Glover, the agenda was approved as presented by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Connelly opened the public comment period at 6:09 pm and explained procedures to be followed by anyone who wished to speak.

Marion Blackburn – 802 River Hill Drive

Ms. Blackburn stated she looks forward to meeting with council members individually to talk about a number of animal issues, but with their being a new Council tonight, she would like to revisit the commercial exploitation of exotic animals. She cited a number of exotic animal businesses and the number of violations on file for each. These organizations go to a significant amount of trouble to conceal the truth of what they do. They present carefully staged images of elephants and tigers and give the impression they enjoy performing. But these are wild animals and they have been beaten and brutalized, and are terrified into performing in these unnatural ways. She showed a few seconds of a video demonstrating her point and extended the invitation to council members to meet with her so she could show them the videos in greater detail and share the information she has. A draft



ordinance was prepared by former City Attorney Dave Holec, and she hopes there will be support to pass this in the new year.

Dave Barham – No Address Given

Mr. Barham expressed concern over the non-English invocation given earlier on behalf of Council Member Smiley and asked for a transcript since he had no idea what was being said. He then stated that was not why he signed up to speak. On the morning after the election, on a local radio station with a local host, several of the winners spoke. Many brought up job creation as part of their platform and that is why he is excited about most of this Council. Private, free-enterprise jobs enhance the lives of individuals, add to the tax base of the City and provide fertile ground for new ideas, hard work and opportunity. He stated if someone were to paint a picture of private free enterprise, it would be bright and colorful, then suggested comparing that to the portrait by environmentalists such as Rick Smiley, and all rooftops would be white. Environmentalists want to control the land, the water, what people eat, how people travel and even how much people are paid. Former Council Member Marion Blackburn tried a couple years ago at a meeting with GUC to slip in a living wage. He asked that this Council let individual freedom ring.

John Joseph Laffiteau – Rodeway Inn

Mr. Laffiteau expressed concern about a personnel matter that arose at Shepherd Memorial Library in which he feels the staff misinterpreted his behavior. There is a term for it – apophenia – which refers to the human tendency to see connections and patterns that are not really there and, as such, can give rise to conspiracy theories. Mr. Laffiteau requested that a voluntary lie detector test be administered to both himself and library staff to clear up the matter.

Jim Harris – No Address Given

Mr. Harris stated he is a member of the veterans' groups in the area and is looking forward to working with the new Council and continuing the cooperation they have had with the Council in previous years. He then turned to Imam Shaik Fuzailahmed, who was still seated in the audience, and said he was insulted by the prayer. He asked that the Imam speak English while in this country, adding that the use of Muslim prayers here is a very degrading thing.

Imam Shaik Fuzailahmed – No Address Given

Imam Fuzailahmed provided the following translation for the prayer he gave earlier:



In the name of Allah, the Entirely Merciful, the Especially Merciful.

- (1) [All] praise is [due] to Allah, Lord of the worlds -
- (2) The Entirely Merciful, the Especially Merciful,
- (3) Sovereign of the Day of Recompense.
- (4) It is You we worship and You we ask for help.
- (5) Guide us to the straight path -
- (6) The path of those upon whom You have bestowed favor,
- (7) not of those who have evoked [Your] anger or of those who are astray. (1- 1 to 7)

So by mercy from Allah, [O Muhammad], you were lenient with them. And if you had been rude [in speech] and harsh in heart, they would have disbanded from about you. So pardon them and ask forgiveness for them and consult them in the matter. And when you have decided, then rely upon Allah . Indeed, Allah loves those who rely [upon Him]. (3-159)

If Allah should aid you, no one can overcome you; but if He should forsake you, who is there that can aid you after Him? And upon Allah let the believers rely. (3-160)

Hearing no one else who wished to address the City Council, Mayor Connelly closed the public comment period at 6:07 pm.

SPECIAL RECOGNITION

CONVENTIONSOUTH READERS' CHOICE AWARD – GREENVILLE-PITT COUNTY CONVENTION & VISITORS BUREAU AND GREENVILLE CONVENTION CENTER



Mayor Connelly announced that the Convention and Visitors Bureau and the Greenville Convention Center have been recognized by ConventionSouth as recipients of the 2017 Readers Choice Awards for the second straight year. These awards are presented to the locations considered to be among the best sites in the South. He extended congratulations and appreciation to Convention and Visitors Bureau Executive Director Andrew Schmidt and Convention Center Chief Executive Officer Rhesa Tucker on this prestigious achievement.

2017 GREENVILLE POLICE ATHLETIC LEAGUE (PAL) FOOTBALL TEAM

Mayor Connelly and Council Member Smith recognized the following players and coaches of the 2017 Greenville PAL 12 and Under Football team: Israel Sheppard, TyQuavius Reddick, Jy-cion Barnhill, Nizer Purvis, Jameer Roach, Janari Carmichael, Kareem Jenkins, Mikael Andrews, Travion Moore, Tayshaun Glover, Ty Whichard, Jy'Keif Blount, David Anthony Jr., Uzziah Hankins, Ja'vion Cherry, Justus Wright, Jasiya Reynolds, Kamus Perry, Damein Person, Markevion Ward, Samuel Powell, Malakai Hill, Kemaury Stokes, Emyias Smith, Jalen Coward, Team Mom Miranda Rivenbark, Assistant Coaches James Winston, Donta Person, Shong Pugh, Anterrius Williams, Wyatt Whichard and Head Coach Ron Moore.

2017 NORTH CAROLINA LEAGUE OF MUNICIPALITIES CONFERENCE

Mayor Connelly stated the North Carolina League of Municipalities held its annual State conference here in Greenville September 20-23 of this year. Over 700 mayors, council members and community leaders from across the state traveled to Greenville for continued education to learn best practices centered around growing their communities through technology and collaboration. As the host city, the City of Greenville partnered with the Convention and Visitors Bureau and the Greenville Convention Center to coordinate all the activities necessary for administering the conference. Over 125 volunteers from the City worked together to showcase all the great things happening in this community and why Greenville is truly the hub of Eastern North Carolina. One member of the City's staff was particularly influential in making the state conference a success. Although she could not be here tonight, the City Manager's Executive Assistant, Donna Raynor, dedicated a tremendous amount of time and effort to ensure the coordination of every single aspect of the conference. She did this in addition to maintaining her daily responsibilities within the City Manager's Office. Without Donna's influence and dedication, this conference would not have been such a tremendous success. Donna's efforts have not gone unnoticed at the State level. The League of Municipalities recently awarded Donna a Certificate of Appreciation for Outstanding Service in Planning and Coordinating the Conference. This is the first time in the League's history that they have ever recognized a municipal staff member for going above and beyond to ensure a conference's success.



APPOINTMENTS

APPOINTMENTS OF CITY COUNCIL MEMBERS TO BOARDS AND COMMITTEES

Mayor Connelly made Council Liaison assignments as follows:

Affordable Housing Loan Committee – Council Member Kandie Smith
Board of Adjustment – Council Member Brian Meyerhoeffer, Jr.
Community Appearance Commission – Council Member Rick Smiley
Environmental Advisory Committee – Council Member Brian Meyerhoeffer, Jr.
Greenville Bicycle Pedestrian Commission – Council Member Will Bell
Greenville Utilities Commission – Council Member William Litchfield, Jr.
Historic Preservation Commission – Council Member William Litchfield, Jr.
Greenville Housing Authority – Council Member Kandie Smith
Human Relations Council – Mayor Pro-Tem Rose Glover
Investment Advisory Committee – Council Member William Litchfield, Jr.
Pitt-Greenville Airport Authority – Mayor P. J. Connelly
Pitt-Greenville Convention & Visitors Authority – Council Member Brian Meyerhoeffer, Jr.
Planning & Zoning Commission – Council Member Will Bell
Police Community Relations Committee – Council Member Rick Smiley
Public Transportation Parking Commission – Mayor Pro-Tem Rose Glover
Recreation & Parks Commission – Council Member Kandie Smith
Redevelopment Commission – Council Will Bell
Sheppard Memorial Library Board – Council Member Rick Smiley
Stormwater Advisory Committee – Mayor P. J. Connelly
Youth Council – Mayor Pro-Tem Rose Glover

Mayor Connelly made the following Committee appointments:

Audit Committee

Mayor Pro-Tem Glover, Council Member Smiley, and Council Member Meyerhoeffer

City Council Economic Development Committee

Mayor Connelly, Council Member Smith, and Council Member Litchfield

The City Council voted on the following Committee appointments:

Joint Pay & Benefits Committee



Council Member Bell made a motion to appoint Mayor Pro-Tem Glover. Council Member Smiley seconded the motion and it carried unanimously.

Council Member Litchfield made a motion to appoint Council Member Smiley. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

Other Post-Employment Benefits (OPEB) Trust

Council Member Smiley made a motion to nominate Council Member Litchfield. Council Member Bell seconded the motion and it carried unanimously.

Taxicab Appeal Board

Mayor Pro-Tem Glover made a motion to nominate herself to serve. Council Member Smiley seconded the motion and it carried unanimously.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Appearance Commission

Council Member Smiley continued all appointments.

Human Relations Council

Mayor Pro-Tem Glover continued all remaining appointments.

Investment Advisory Committee

Council Member Litchfield continued the appointment.

Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer continued all appointments.

Redevelopment Commission

Mayor Pro-Tem Glover, Council Member Smith, and Council Member Litchfield continued their appointments.

Youth Council

Mayor Pro-Tem Glover continued all appointments.

APPOINTMENTS TO THE MID-EAST COMMISSION

Council Member Smiley made a motion to appoint Thomas Weitnauer to the Mid-East Commission as the City's regular member and to appoint Chantae Gooby to the Mid-East Commission as the City's alternate member. Council Member Bell seconded the motion and it carried unanimously.



CONSENT AGENDA

City Manager Ann Wall introduced the following items on the Consent Agenda, reading out the title of each as follows:

MINUTES FROM THE AUGUST 14, 2017 AND OCTOBER 9, 2017 CITY COUNCIL MEETINGS

RESOLUTION ACCEPTING DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS FOR PARAMORE FARMS PHASE 3 CLUSTER AND ARBOR HILLS SOUTH PHASE 5 CLUSTER SUBDIVISION – (Resolution No. 060-17)

ACCEPTANCE OF 2017 COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING GRANT FOR FOUR ADDITIONAL POLICE OFFICERS

REQUEST BY THE POLICE DEPARTMENT TO UTILIZE FEDERAL ASSET FORFEITURE FUNDS TO PURCHASE EQUIPMENT – Removed for Separate Discussion

REPORT ON BIDS AND CONTRACTS AWARDED

VARIOUS TAX REFUNDS GREATER THAN \$100

Council Member Smith asked to remove the item on utilization of Federal Asset Forfeiture Funds for separate discussion.

Council Member Smiley moved to approve all remaining items on the Consent Agenda. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

ITEM PULLED FROM CONSENT AGENDA

REQUEST BY THE POLICE DEPARTMENT TO UTILIZE FEDERAL ASSET FORFEITURE FUNDS TO PURCHASE EQUIPMENT

Council Member Smith said the Council voted on this on August 14th and the plan was to pursue accreditation at that time for the forensic services unit. She asked what has changed.

Chief of Police Mark Holtzman said as they began to pursue that accreditation, they took a deeper look into certifications needed, as well as equipment for the lab. They soon recognized a need to delay, but not dissolve, the plan to pursue accreditation and the new



date is July 1, 2019. This is a highly specialized area that processes crime scenes as well as some limited finger print lab work.

There being no further discussion, Council Member Smith moved to approve the request by the Police Department to utilize Federal Asset Forfeiture funds to purchase equipment. Council Member Smiley seconded the motion, which passed by unanimous vote.

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX SAVANNAH PLACE, SECTION 2, PHASE 1 INVOLVING 5.677 ACRES LOCATED AT THE CURRENT TERMINUS OF SOUTHSIDE DRIVE AND WEST OF THOMAS LANGSTON ROAD – (Ordinance No. 17-062)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #2. The property is currently vacant with no population. A population of 35 is expected at full development. Current zoning is RS9 (Residential Single-Family), with the proposed use being 14 single-family lots. Present tax value is \$70,063, with tax value at full development estimated at \$2,870,963.

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

Hearing no one wishing to speak in favor, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 6:54 pm.

Council Member Smiley moved to adopt the ordinance to annex Savannah Place, Section 2, Phase 1 involving 5.677 acres located at the current terminus of Southside Drive and west of Thomas Langston Road. Council Member Litchfield seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS

CONTRACT AWARD FOR CONSTRUCTION ADMINISTRATION (TASK ORDER #3) FOR THE TOWN CREEK CULVERT DRAINAGE PROJECT



Public Works Director Kevin Mulligan the Public Works Department issued a Request for Qualifications (RFQ) in July 2013 from qualified engineering firms interested in providing professional services for the study, design and construction administration for the Town Creek Culvert. In response to the RFQ, five (5) engineering firms/teams submitted proposals from which three (3) teams were selected for interviews. After the interviews, the team led by WK Dickson Co., Inc. out of Cary, NC, was selected.

The Town Creek Culvert design contract has three phases or task orders. The task orders are as follows:

- Task Order #1 – Study and Preliminary Design
Study and Preliminary Design involved surveying and evaluating the condition of the existing stormwater drainage system, completing a drainage analysis, developing possible solutions and providing a recommendation for rehabilitation or replacement. This task was completed and presented to City Council on August 11, 2014.
- Task Order #2 – Final Design
Final Design developed and prepared the necessary construction documents and completed all right-of-way/easement acquisitions for the project, obtained all applicable permitting, and supported the City through the bidding, selection and award of the construction contract. As a result, the construction contract was awarded to Trader Construction on October 12, 2017.
- Task Order #3 – Construction Administration
Construction Administration (for the construction contract) involves daily resident inspection, monthly construction meetings, shop drawing reviews, response to Contractor's Requests for Information, negotiation, review and preparation of change orders, issuance of bulletin drawings, providing additional design services (value engineering), Clean Water State Revolving Fund reimbursement and management, pay application review, conducting final inspections and signing and sealing record drawings.

Mr. Mulligan stated the City has been approved for a 0% interest loan up to \$16,000,000 for the construction of the Town Creek Culvert. Additional funds will be acquired through either a revenue bond or a low interest loan from the Clean Water State Revolving Fund. The expected total cost for Task Order 3 is \$2.3 million and funds are available within the project budget.

Council Member Meyerhoeffer asked if this would be built North to South.

Mr. Mulligan stated that it would, starting at 3rd Street.

There being no further discussion, Council Member Smith moved to approve the contract for the Town Creek Culvert Drainage Improvement Project Task Order #3 for construction



administration. Council Member Smiley seconded the motion, which passed by unanimous vote.

CONTRACT AWARD FOR ENVIRONMENTAL SERVICES ASSOCIATED WITH THE TOWN CREEK CULVERT DRAINAGE PROJECT

Public Works Director Kevin Mulligan stated due to the age and location of the infrastructure, construction activities for the Town Creek Culvert will likely encounter contaminated soil and/or groundwater associated with, but not limited to, petroleum, solvents and hazardous wastes from known and unknown sources. Construction activities may generate water that must be treated prior to disposal.

The new Town Creek Culvert, once completed, will provide a substantially higher level of service that will adequately convey storm water runoff from high-volume storms to the Tar River. The existing culvert is 90-yr old and has experienced multiple structural failures which have led to localized flooding as well as road closures. The undersized capacity of the existing culvert led to flooding in the uptown area - most recently in August, 2017.

The completed culvert will increase the level of service from a 1-yr storm volume to a 25-year storm volume. This will allow for the continued economic growth of the Uptown area which drains to the Town Creek Culvert.

As mentioned previously, the construction contract was awarded to Trader Construction on October 12, 2017. Catlin has provided the City with an estimate of \$2,100,000 for Environmental Services associated with the Town Creek Culvert. Due to the uncertainty of contamination and the age of the infrastructure in the area, Public Works is requesting City Council approve the professional services contract for environmental services associated with the Town Creek Culvert Drainage Project to Catlin Engineers and Scientist in an amount not to exceed \$3,000,000. These funds are available within the project budget.

Upon motion by Council Member Smith and second by Council Member Meyerhoeffer, the City Council unanimously approved the action recommended by the Public Works Director.

CONTRACT AWARD FOR GEOTECHNICAL ENGINEERING/CMT SERVICES ASSOCIATED WITH THE TOWN CREEK CULVERT DRAINAGE PROJECT

Public Works Director Kevin Mulligan stated the Public Works Department issued a Request for Qualifications (RFQ) in August 2017 from qualified geotechnical engineering/CMT firms interested in providing professional services to perform sampling, inspecting and testing on materials being used for the construction of the Town Creek Culvert Drainage Project. In response to the RFQ, three (3) firms submitted proposals. ECS Southeast, LLP out of Winterville, NC, was selected as the most qualified firm.



Mr. Mulligan explained that Construction Materials Testing (CMT) services are performed to help provide the project's contractors, designers, owners and local code officials an indication of the level of compliance obtained by the installing contractors with the project specifications. Test locations for most materials, i.e. soils, concrete and asphalt, are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed. The greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas.

This contract will provide sampling, inspection and testing for materials including, but not limited to, the following:

- Aggregate
- Asphalt
- Concrete (Compressive Strength)
- Soils
- Density/Compaction

Based upon the scope of services discussed, Mr. Mulligan said that ECS has provided the City with an estimate of \$232,061.24 for Geotechnical Engineering/CMT Services associated with the Town Creek Culvert project. Due to the depth of excavation and the potential for field conditions to increase the scope of this project, staff is requesting a not to exceed amount of \$300,000.

Mr. Mulligan recommended the City Council approve and award a professional services contract to ECS Southeast, LLP in an amount not to exceed \$300,000 for sampling, inspection and testing on materials being used for the construction of Town Creek Culvert Drainage Project.

Upon motion by Council Member Smith and second by Council Member Smiley, the City Council unanimously approved the action recommended by the Public Works Director.

RESOLUTION MAKING CERTAIN FINDINGS FOR THE CITY'S STORMWATER REVENUE BONDS, SERIES 2018 – (Resolution No. 061-17)

Financial Services Director Bernita Demery stated at the November 13, 2017 City Council meeting, a reimbursement resolution was approved for the proposed Stormwater Revenue Bonds. In order to allow the City to move forward with the financing of the Town Creek Culvert project, staff is requesting approval of a resolution making certain findings and determinations.



Ms. Demery stated the resolution includes information to authorize the Director of Financial Services of the City and such other officers of the City, as may be appropriate, to act on behalf of the City in filing an application with the Local Government Commission (LGC) for the approval of the bonds and other actions not inconsistent with said resolution. The LGC will be requested to sell the proposed Stormwater Revenue Bonds at a private sale without advertisement, and the selection of the following professionals who comprise the financing team, and such other professionals as may be required or useful and acceptable to the LGC, to assist the City in connection with such financing:

- Bond Counsel: Womble Bond Dickinson LLP
- Financial Advisor: Hilltop Securities

Upon motion by Council Member Smith and second by Mayor Pro-Tem Glover, the City Council unanimously adopted the resolution making certain findings for the City's stormwater revenue bonds, series 2018.

BUDGET ORDINANCE AMENDMENT #5 TO THE 2017-2018 CITY OF GREENVILLE BUDGET (ORDINANCE #17-040), THE SPECIAL REVENUE GRANTS FUND (ORDINANCE #11-003), AND THE CAPITAL PROJECTS FUND (ORDINANCE #17-024) – (Ordinance No. 17-063)

Assistant City Manager Michael Cowin stated this budget amendment is a little more special than the typical monthly budget amendment in that it affords the opportunity to move forward with several different high-priority projects set by the previous City Council as well as establishing priorities of the new Council.

Mr. Cowin stated Budget Amendment #5 includes adjustments to various funds as follows:

- General Fund
- Facilities Improvement Fund
- Public Works Capital Project Fund
- Special Revenue Grants Fund
- Community Development Capital Projects Fund
- Convention & Visitors Authority Fund
- Capital Reserve Fund

Mr. Cowin discussed ordinary and routine adjustments within the proposed budget amendment as follows:

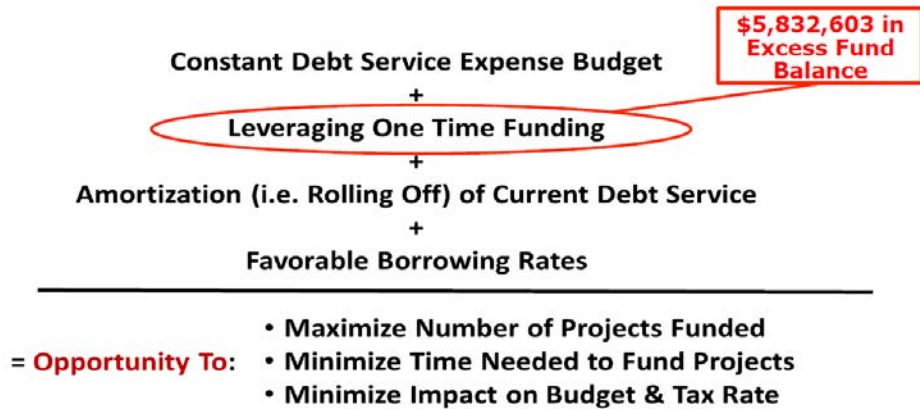


BUDGET ORDINANCE AMENDMENT #5

- Reclass R&P Budget for Purchase of Playground Equipment	\$ 235,000
- Reclass STEAM Lab Grant at River Park North	20,852
- Reclass Street Light / Camera Budget to Capital Project Fund	276,225
- Recognize Additional Occupancy Tax Revenues- CVA Fund	74,719
- Recognize Rental Income- West Greenville Revitalization Project	63,742
- Appropriate Contingency Funding for:	
- Student & Market Rate Housing Study	20,000
- Increase in Uptown Greenville Contract (Yr 2)	50,000

Mr. Cowin stated that per Amendment #5, there is about \$30,000 remaining in the Contingency fund after making appropriations of about \$170,000. There is about \$5.8 million in unassigned fund balance above the required 14%. This is an accumulation from a couple years of audits. He then explained the following formula for the Capital Project Funding Plan:

CAPITAL PROJECTS FUNDING PLAN



Upon motion by Mayor Pro-Tem Glover and second by Council Member Smiley, the City Council voted unanimously to adopt budget ordinance amendment #5 to the 2017-2018 City of Greenville budget (Ordinance #17-040), the Special Revenue Grants Fund (Ordinance #11-003), and the Capital Projects Fund (Ordinance #17-024).



ORDINANCE APPROVING 2017-2018 CAPITAL RESERVE FUND DESIGNATIONS –
(Ordinance No. 17-064)

Assistant City Manager Michael Cowin stated the Capital Reserve Fund balance stands at approximately \$7,525,245 and reflects the capital project priorities of the City Council as included in Budget Ordinance Amendment #5. 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. He then explained and discussed information presented in the following chart:

**CAPITAL RESERVE FUND DESIGNATIONS
ORDINANCE**

Purpose	Amount	Period	Source
Sycamore Hill Gateway	\$ 2,000,000	2 years	General Fund
Parking: Sidewalk Dev / City Employees	2,100,751	2 years	General Fund
Dickinson Avenue Streetscape	1,600,000	5 years	General Fund
Parking Station Reserves	38,079	10 years	General Fund
Transportation – Sidewalk Construction	52,059	5 years	General Fund
Convention Center Project (s)	390,487	10 years	CVA Fund
Street Signal Conversion	912,000	10 years	General Fund
DOT - Firetower 14th St to NC33	244,389	5 years	General Fund
DOT - Firetower NC43 to 14th St	187,480	5 years	General Fund
Total	\$ 7,525,245		

Upon motion by Council Member Smiley and second by Council Member Bell, the City Council voted unanimously to adopt the ordinance approving 2017-2018 Capital Reserve Fund designations.

DISCUSSION OF 500 FEET SPACING RULE FOR CLUBS

Interim Community Development Director Thomas Weitnauer said he was asked to prepare some information on the history and spacing requirements for public or private clubs. On February 22, 2010, City Council adopted Ord. #10-11 to amend the zoning ordinance to add a 500 foot minimum separation between public or private clubs. On August 12, 2010, City Council adopted Ord. #10-68 to amend the zoning ordinance to add a



500 foot separation requirement between public or private clubs and residential uses and residential zoning districts. The two 2010 ordinances grandfathered public and private clubs as nonconforming land uses that did not comply with the spacing requirements when the ordinances were adopted. On September 8, 2016, City Council adopted Ord. #16-054 to amend the zoning ordinance to allow a nonconforming use to expand through construction of a roof deck.

Mr. Weitnauer stated that spacing requirements for public/private clubs stipulate that:

- No public or private club located in any district shall be located within a 500-foot radius of an existing or approved public or private club
- No public or private club located in any district shall be located within a 500-foot radius of a conforming-use single-family dwelling located in any district, or any single-family residential zoning district.

Mr. Weitnauer displayed and explained a number of maps and charts demonstrating the locations of existing public or private clubs and how they are impacted by these regulations. He then discussed data gathered from comparable university towns:



Survey of University Towns' Private Club Spacing Requirements

Generally, most university towns do not have spacing requirements for private clubs between one another or from residential uses. Most do have spacing requirements between clubs and places of worship and schools which are typically 100-400 feet. These spacing requirements are required and enforced by the state's ABC Commission.

There is not a spacing requirement between private clubs in university towns:

- University of Arkansas
- University of Virginia
- University of Georgia
- Auburn University
- Penn State
- Texas A&M
- Virginia Tech
- University of Florida 100 ft. spacing between residential districts
- Notre Dame 1,000 ft. spacing requirement outside downtown

Ole Miss Private Clubs are not allowed in state of MS

Michigan State: Private clubs are not allowed. Only D & E

West Virginia University: Private clubs are not allowed downtown.

Mr. Weitnauer stated spacing requirements for existing Dining and Entertainment Establishments (D&E's) stipulate that:

- D&E's with regulated outdoor activities must not be within 300 feet of any residential district, excepting CDF (Downtown Commercial Fringe), which allows single-family dwellings as a permitted use.
- To qualify for extended operations of amplified audio entertainment, D&E's shall not be located within a 500-foot radius, including street right-of-way, of a conforming use single-family dwelling located in any district or any single-family residential zoning district.

General discussion followed, but no action was taken.

DISCUSSION OF UPDATING THE ORDINANCE FOR ALCOHOL SALES AT THE TOWN COMMON



Recreation and Parks Director Gary Fenton stated discussion began several years ago about permitting the sale, service and consumption of alcohol on some City-owned properties on a limited basis, often related to special events. In all cases, City policies must be in compliance with the State's requirements regarding the sale, service and consumption of alcoholic beverages on public property.

To obtain an alcoholic beverage permit from the Alcoholic Beverage Commission for the one-time sale of alcohol, the applicant must be a nonprofit. Additionally, the area for service and consumption must be delineated.

A proposal regarding the sale of alcohol was brought before City Council in December 2014. It was approved in part; however, members of the City Council at that time chose to defer adopting the policy for the Town Common.

Mr. Fenton stated they were asked to bring an updated policy back for City Council consideration earlier this year, and a study committee was formed consisting of the former City Attorney Dave Holec, Police Captain Chris Ivey, Economic Development Director Roger Johnson, Uptown Greenville Executive Director Bianca Shoneman, himself and two members of his staff. They worked diligently to reach consensus on updated procedures for the sale, service and consumption of alcohol on public facilities, resulting in a proposed amendment to the City Code.

The City Council approved this amendment on March 20th (Ordinance No. 17-023) thereby allowing the sale, service and consumption of beer and wine at Town Common in conjunction with a separate policy called "the Conditional Service, Sale and Consumption of

Alcoholic Beverages within Greenville Recreation and Parks Department Parks and Facilities. That particular policy stipulates the particular requirements placed on the non-profit hosting an event with alcohol at designated Recreation and Parks facilities. The policy was amended to include a reference to Town Common.

Mr. Fenton reviewed ordinance language and relevant amendments, noting that the final section of the ordinance sunsets the provisions related to Town Common at midnight on December 31, 2017. Two events have been held at which alcohol was served on the Town Common and both have been a success with no negative incidents.

Mr. Fenton recommended eliminating the sunset provision in the ordinance and making some modification to the policy. One of these modifications relates to the specified area for alcohol sales, service and consumption by continuing to require that it be delineated, but dropping the requirement that it be done by fencing. The other continues the requirement



to set an end time for sales at 10:00 pm and consumption by 10:30 pm, but eliminating the start time requirement.

Following a general discussion, Council Member Smiley moved to vacate the sunset provision of the existing ordinance and direct staff to draft an amendment for consideration in January compliant with that action which addresses other changes recommended by staff related to fencing and starting times for consumption of alcoholic beverages. Council Member Bell seconded the motion, which passed by unanimous vote.

DISCUSSION OF ADOPT-A-STREET LITTER CLEAN-UP PROGRAM

Public Works Director Kevin Mulligan stated the City’s Adopt-A-Street program has been around since 1989. Over this past year, there were 64 organizations that adopted a street. Letters were sent to those with regard to the upcoming year and there have been 15 responses thus far.

In comparing Greenville’s program to other North Carolina cities, Mr. Mulligan shared and discussed the following data:

Cities Contacted

City Name	Commitment Term	City Responsibility	Cleanups	Road Sign	City Entity
Asheville	1-3 Year Commitment	Bags, Safety Vests, Gloves, and Litter Pick-up Sticks	6 Times per year	Assigned after 2 cleanups completed	Public Works Department
Boone	1 Year	Bags, Gloves, Safety Vests	3 Times Per Year	Immediately	Public Works
Charlotte	1 Year Commitment @ least 1 Mile	Bags, Safety Vests,	Quarterly	Immediately	Keep Charlotte Beautiful
Concord		Bags, Safety Vests, Gloves	Quarterly	Immediately	Transportation Department
Durham		Safety Vests, Bags, Gloves, Litter Grabbers	Twice a Month		Keep Durham Beautiful
Fayetteville	1 Year and 2 Miles	Bags, Safety Vests, Gloves	6 Times Per Year	Immediately	Parks and Recreation Department
Greensboro	2 Year Commitment	Bags, Safety Vests, Gloves	Quarterly	Assigned after 2 cleanups completed	Parks and Recreation Department
Greenville	3 Year Commitment 1 Mile	Bags, Safety Vests, Gloves	Quarterly	Immediately	Keep Greenville Beautiful
Hickory	No End Time (30 Day Notice Given)	Bags, Safety Vests, Gloves	Quarterly	Immediately	Street Division
High Point	2 Year Commitment	Bags, Safety Vests, Gloves	Every 2 Months	Immediately	Keep High Point Beautiful
Jacksonville	3 Year Commitment	Bags, Safety Vests, Gloves	Quarterly	Immediately	Public Works
Kannapolis	1 Year- 1 Mile	Bags, Gloves and Pick-Up Tools	Quarterly	After 4 Cleanups Completed	Public Works
Kernersville	4 Year Commitment	Safety Vests Bags, Gloves	Quarterly	Immediately	Street Division
Kinston	2 Year Commitment		Quarterly		Environmental Services
NC DOT Adopt A Highway	4 Year Commitment 2 Miles	Bags, Safety Vests, Gloves	Quarterly	Every County Different	Department of Transportation
New Bern	4 years and @ least (1-mile)	Latex Gloves, Safety Vests, Litter Pick-up Sticks	Quarterly	Immediately	Public Works Department
Rocky Mount	2 Years	Bags, Gloves, Safety Vests, Trash Grabbers	Quarterly	Assigned after 3 cleanups completed	Keep America Beautiful Adopt a Spot
Siler City	3 Years	Safety Vest, Trash bags, Gloves	Quarterly	After 6 months or 2 litter cleanups Completed	Public Works
Waynesville	1 Year	Bags, Safety Vests, Gloves	Quarterly	Immediately	Public Works
Winston Salem	4 Years	Bags, Gloves, Safety Vests	Every 2 Months	Immediately	Keep Winston Salem Beautiful



Mr. Mulligan stated that Greenville asks for a three year commitment to clean up one mile and provides bags, safety vests and gloves. A road sign is erected immediately and volunteers are asked to conduct cleanups quarterly.

Mr. Mulligan explained how a group or organization could Adopt-A-Street and discussed key points about the responsibilities of both the adopting organization and the City, and reviewed safety precautions.

Mr. Mulligan also briefly discussed the North Carolina Department of Transportation's Adopt -a-Highway program:

- No fee
- 4-year agreement
- Minimum length of two miles
- Roadside litter cleanup four times a year or more often if needed
- Groups can obtain safety vests, gloves and bags at their NCDOT County Maintenance Office
- Signs with a recognition panel installed on adopted roadway

In conclusion, Mr. Mulligan recommended the City continue with its existing Adopt-A-Street model with the exception of signage. He recommended installing signs after two successful clean-ups and removing signage where no work has been performed in the last year. He also recommended working with the Public Information Office and Keep Greenville Beautiful to advertise opportunities.

CITY MANAGER'S REPORT

City Manager Wall expressed holiday wishes to all of the Greenville community and said she hopes 2018 will be a great year for the City of Greenville.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and Members of the City Council made general comments about past and future events.



CLOSED SESSION

Council Member Smiley moved to enter closed session in accordance with G.S. §143-318.11 (a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and G.S. §143-318.11 (a)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Council Member Bell seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in closed session at 9:32 pm and called a brief recess to allow the Council and staff time to relocate to the Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Bell to return to open session. Motion was approved unanimously and Mayor Connelly returned the City Council to open session at 10:00 pm.

ADJOURNMENT

Council Member Meyerhoeffer moved to adjourn the meeting, seconded by Council Member Smiley. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 10:01 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, April 9, 2018



The Greenville City Council met in a regular meeting on the above date at 6:00 p.m. in the Council Chambers, third floor of City Hall, with Mayor P. J. Connelly presiding. The meeting was called to order, followed by the invocation and the Pledge of Allegiance by Council Member William F. Litchfield, Jr.

Those Present:

Mayor P. J. Connelly and Council Members Kandie D. Smith, Will Bell, William F. Litchfield, Jr. and Brian V. Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose H. Glover
Council Member Rick Smiley

Also Present:

Ann E. Wall, City Manager; Emanuel D. McGirt, City Attorney; and Polly W. Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

Motion was made by Council Member Bell and seconded by Council Member Litchfield to approve the agenda. Motion carried unanimously.

PUBLIC COMMENT PERIOD

Marion Blackburn – No Address Given

Ms. Blackburn stated that hopefully, the City Council will consider prohibiting exotic performing animals in Greenville. She also made comments about the welfare of cats in Greenville. If some small ordinance changes are made, the City would have a more progressive approach that would allow the City to use grant funding as well as nonprofit leadership to get cats spayed and neutered. Currently, by law, she and others cannot feed, sterilize, or do anything for wandering cats in the City. The only thing that she and others can do presently is to have Animal Protective Services trap and take the cats to the shelter where they face the risk of euthanasia. The City could have nonprofits trap, sterilize and return these cats to the community. This is no taxpayer expense.



Ms. Blackburn stated that the City's current program is cumbersome and it is really not working well. Feeding a cat is an act of compassion and should not be illegal. Allow the nonprofit organizations to spay and neuter cats without the current bureaucracy that Greenville requires and then eliminate all of the barriers to helping these cats. The County recently received grant funding and 40 cats were done at the cost of \$1,600 compared to the \$7,200 cost otherwise. The City should change the ordinance to allow a trap-neuter-return program so that these cats can be helped.

John Joseph Laffiteau – Rodeway Inn and Suites, 301 Greenville Blvd. SE

Mr. Laffiteau made comments about a March 2014 incident involving him and the Sheppard Memorial Library staff. His conduct was misinterpreted by the Library staff at that particular time. The Library staff's inventory or their case message to calibrate their projection lead to a wrong conclusion. Mr. Laffiteau asked that the City Council consider his request for lie detector tests to be administered to the Library staff and him.

Sedrick Nelson – 111 Concord Drive, #D

Mr. Nelson made comments about police profiling, stating that in February 2018 he was stopped by a police officer on Memorial Drive after getting off of work and donating blood at the plasma center. He has been employed for 11 years as a supervisor. He was wearing his hoodie, work uniform, and hat and he was carrying his book bag when a police officer informed him that he was detained because he looked suspicious. Two other police officers arrived at the scene.

Mr. Nelson stated that two sets of handcuffs were placed on his wrists, and after 30 minutes of standing in the cold weather, the police officer removed the handcuffs. When he asked the police officer for his name and badge number, the police officer drove off in his vehicle.

Mr. Nelson asked is it because he is an African-American male walking in an African-American neighborhood that makes him look suspicious. His mother is concerned about him walking in Greenville because of other similar incidents occurring in Greenville.

Council Member Smith asked about the date and time that the incident occurred.

Mr. Nelson responded that the incident occurred approximately February 19 or 20, 2018 at about 6:30 p.m.

Council Member Smith stated that Mr. Nelson's complaint could be followed up using the dates given. Any time a police officer stops and interacts with someone, a body camera should be worn.

Mayor Connelly asked Mr. Nelson to give his contact information to Assistant City Manager Michael Cowin.



Don Cavellini – 101 Lancaster Drive

Mr. Cavellini stated that there are four examples of why, in his opinion, there is little justice in the criminal justice system. These examples and many others are some of the reasons he and others are asking the City Council to establish a civilian complaint review board to monitor the policies and practices of law enforcement in the Greenville Police Department.

Mr. Cavellini stated that there is a tale of three young men, not that injustice does not include profiling and does not happen to women. These men are each fathers of two children and were unjustly accused of something that they had not done. Each one spent thousands of dollars in two years only to be found not guilty or to have the charges dropped. These African-American, Latino, and Caucasian families were devastated as a result of injustice.

Mr. Cavellini stated that he gave these examples because there is no justice or very little is given from the District Attorney (DA) and law enforcement, starting with how people are profiled and then arrested for things they had not done. This ends with much more interest in prosecution and convictions being sought by the DA rather than justice. The third example happened to a tow truck driver, who towed his car back from the train station in Rocky Mount last night.

Mr. Cavellini stated that no one is immune, not even David Benjamin and his family who waited seven months for his citation to be amended because of a vehicle wreck. Mr. Benjamin was injured terribly but not given justice, and the police officer responding at the time took the word of a Caucasian driver, who stated he had auto insurance but his vehicle was not insured. Mr. Cavellini stated that he and others had to ask for the police to amend the citation and after seven months that was done. That is not justice.

Willie (Millie) Roberts – 1213 Cross Creek Circle

Ms. Roberts made comments about young black people being stopped and/or arrested because the Greenville police officers are claiming that they look suspicious. As a mother of an African-American son, she has firsthand experience of her son being detained by the Greenville police officers. He had not committed any crimes and was merely walking in Greenville, but he was detained by police officers because they felt he looked suspicious.

Ms. Roberts stated that in their neighborhood, at least once a week, African-American women and men are being stopped, detained, handcuffed, and released when no crimes were committed. She asked if these young people are supposed to expect this type of treatment when they are walking in Greenville. It is humiliating to young people and it is intimidation. They only have the Greenville Police Department to give their complaints to and many times, the report stated that they read the case and nothing is done. That is not justice. These people are looking for their lives to be protected. A civilian complaint review board is needed in Greenville. African-American children are the victims and they are being treated a certain way because they are African-Americans.



Dijon Sharpe – 648 Bronty Road

Mr. Sharpe made comments about the Greenville police officers harassing people in his community. On November 29, 2017, he was stopped because of a faulty traffic stop and beaten by police officers. Two weeks later he was also charged with assault on a police officer. He cannot plead to something that he has not done.

Mr. Sharpe asked what the City Council could do about diffusing or correcting the problem of police profiling. He wants to raise awareness of what is happening within his community because it is not a minority are against minority situation or his community is against the higher powers. He asked what minorities can do to diffuse this problem because they do not have the resources and the problem of citizens being harassed by police officers is overlooked. He has one child and the results of three false charges against him have hindered him from being employed.

Jamar Jackson – 515 Vance Street

Mr. Jackson stated that he is the Executive Director of Better Life for My Community with Work, which is a nonprofit charitable organization that offers an educational program that teaches American history pertaining to the African-American community. The potential benefits from a speech prepared by him, which is The Blocks, states that these blocks will be removed or improved. A block has several definitions and two are 1) a barricade or something that makes movement or flow difficult or impossible to pass through and 2) an area bounded by four streets in a town, suburb, or city.

Mr. Jackson stated that he is referring to every block in the United States that is similar to where he resides. One reason that people from his block do not trust the police officers is because they feel that police officers are racists. During a community discussion, a citizen stated that the police officers hate the people in his community. Also, the citizen stated that the people appearing in The Jailbird look like Caucasian people, but they reside in that community and do the same things as African-Americans. Another citizen stated that the Greenville Police Department's Facebook account is a platform for racism and the GPD is making a mockery out of the African-American youth.

Mr. Jackson stated that he compared the two (The Jailbird and the GPD's Facebook account). In his opinion, because of some of the comments made by the GPD and public, the GPD's Facebook account can be a platform for racism. The principles for SCF are Swiftness, Certainty, and Fairness and these should be implemented in Pitt County as well as in all the counties of North Carolina.

Caleb Burroughs – 2106 East 4th Street

Mr. Burroughs gave his support of establishing a police accountability review board, stating that everyone wants growth in Greenville as in Charlotte, where he attended a convention over the weekend. Part of that growth is having more accountability in all Greenville's government and institutions, including law enforcement. Having a police accountability review board would bring more trust from all sides of the community.



Mr. Burroughs stated that he does not hear these stories from another neighborhood in Greenville. He lives in the Grid and he has never seen police officers in that area where there are a lot of parties and people are doing drugs and drinking underage. There is definitely a division with how Greenville is being organized as a whole, and the fact that people are commenting about West Greenville, East Greenville, and this and that means there is a problem.

CONSENT AGENDA

City Manager Wall introduced the following items on the Consent Agenda:

- Minutes from the February 8 and March 8, 2018 City Council meetings
- Contract with Cherry Bekaert, LLP for auditing services for Fiscal Year 2017-2018
- Various tax refunds greater than \$100
- Letter of endorsement for NC Arts Council SmART Initiatives Grant

Motion was made by Council Member Bell and seconded by Council Member Litchfield to approve the items under the Consent Agenda. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Recreation and Parks Commission

Chairperson Garrett Taylor reported the accomplishments, challenges, and hopes of the Recreation and Parks Commissioners and staff of the Department. During August, the Commissioners participate in an evening tour of the parks and recreational facilities to get an up close and personal realistic look at them and their services. Three of the nine Recreation and Parks Commissioners agreed to become the first social media ambassadors to make sure that the word gets out about the great things that Commissioners are doing. They share weekly updates on social media accounts. The Commission's focus is on boosting a specific program or promoting the impact that the City's recreation and parks have on the community. Athletics play a major role in the services provided for youth, adults, and those with special needs.

Chairperson Taylor reported that some focal point of services are Elm Street Park, Stallings Stadium, and the Sara Vaughn Field of Dreams. With an indoor pool at the Aquatics &



Fitness Center, aquatics can have a year round emphasis whether it is for swim lessons or fitness competitions or simply fun. During warmer months, the indoor pool is operated at Guy Smith Park as well as the SplashPoint spray ground at Dream Park.

Chairperson Taylor reported that since the reopening of the South Greenville Park and Recreation Center, staff has been striving to expand recreational opportunities for the community. There has been a significant increase in the participation especially in the fitness room, gym, and the overall programming. Free play hours remain a priority, but various programs are also offered such as summer day camp, junior NBA, youth basketball, ladies night basketball and several sports clinics. Staff consistently seeks community feedback and is planning for future programming at the South Greenville Park and Recreation Center and the C. M. Eppes Recreation Center.

Chairperson Taylor reported that staff is currently gearing up for this year's summer camps, including the various art, sport, nature, and day camps. Last year, there were 2,176 available camp openings and with registration of 2,065, they are already at 95% capacity. This year, the offering is expanding to include more opportunities for youngsters to participate in the summer and youth camps.

Chairperson Taylor reported that a variety of performing and cultural arts is offered for both youth and adults, mostly but not entirely at the Center of Arts and Crafts at Jaycee Park. The Greenville Aquatics & Fitness Center operates seven days a week and offers families and individuals a wide variety of recreation and fitness opportunities, including swimming, fitness equipment, basketball, pickleball, weightlifting, and a variety of exercise classes.

Chairperson Taylor reported that during the first months of 2018, the operation of the Bradford Creek Golf Course has officially transitioned over to Billy Casper Golf. Although the weather during the first quarter was not really conducive to golf play, there has been a recent upsurge in use of this facility. Special events continue to be an important part of the Commissioners' mission whether totally planned by staff or in conjunction with outside organizations. This year's PirateFest is scheduled for this weekend actually. Weekly Sunday in the Park concerts begin on June 3, 2018 at 7:00 p.m. and will run every Sunday through August 19, 2018.

Chairperson Taylor reported that the Parks Planner Lamarco Morrison has been charged with a variety of capital projects over the past year, including those at Town Common and soon to be opened Westpointe Village Park. About 20 of the capital projects have been addressed through the Facilities Improvement Plan that was approved by the City Council, including playground replacements at the Intergenerational Center, Peppermint Park, and Elm Street Park.

Chairperson Taylor reported that a few of the programs and events could not be successful without the support and cooperation of the City's Public Information Office helping to get the word out about the various events and programs. The Commissioners are also grateful



for the many organizations that share their resources and partner with them to provide programs and events for the people of Greenville such as the Jackie Robinson Baseball League, Greenville Little League, FROGGS, ReLeaf, Exceptional Community Baseball League, Uptown Greenville, Pitt County Arts Council, East Carolina University, Events Sports, Pitt County Schools, and other City departments as well as Love A Sea Turtle, who helped to fund and open the new STEAM Lab.

Chairperson Taylor reported that the Commissioners are pleased that the Mayor and City Council's goals are related to the Recreation and Parks Department's mission. Those goals encourage working toward a healthy, exciting, safe, and green community made up of active and vibrant distinct places that link to one another perhaps by the greenways. That vision of a green healthy community is fostered by the City's expansion of those greenways, improvements to existing parks, creating new parks in areas without them, the renovation and updating of indoor facilities, the growing focus on the Tar River and all the good things that could bring additional recreation amenities at Town Common, efforts to further activate the Town Common with more programs, watercraft opportunities, and special events as well as the future development of a restaurant or another amenity at the Town Common that would be attractive and bring more visitors downtown.

Chairperson Taylor stated that even the Mayor and City Council's goals have relevance in recreation and parks. While there are numerous components required to attract new business, quality of life is clearly an essential factor. Beautiful parks and a system of greenways and special events, outdoor concerts, high quality and economical and convenient recreation opportunities are vital to any community's quality of life. The Commissioners and staff of the Recreation and Parks Department appreciate the opportunity to impact that quality of life through serving the people and the visitors of Greenville through facilities and services of the Greenville Recreation and Parks Department. Chairperson Taylor thanked the Mayor and City Council for their ongoing support.

Greenville Bicycle and Pedestrian Commission

Chairperson Chad Carwein recapped some of items that were reported in October 2017 and reported some of the Greenville Bicycle and Pedestrian Commission's (GBAPC) 2018 plans. In 2018, three new members were welcomed to the GBAPC and the members are looking forward to having an active team. For the sixth year in a row, members of the GBAPC carried out the bike and pedestrian counts as part of the National Bicycle and Pedestrian Documentation Process. The two locations are Uptown (Fifth and Evans Streets) and on the greenway near the Dog Park. The counts for 2017 are 26 cyclists and nearly 600 pedestrians at Fifth and Evans Street and on the greenway, there were 85 cyclists and 284 pedestrians.

Chairperson Carwein reported that historically, May is when the Commission celebrates Bike Month and a proclamation is provided by the Office of the Mayor. Some of the events



that the members have worked closely with their respective stakeholders and community organizations are as follows:

National Bike Month Events (May 2018)

1. Smart Cycling Course: 10am-5pm on 5/12
2. Proclamation of Bike Month by City Council
3. Promote National Bike Month via social media
4. Bike Fiesta (5/20) and a Ride of Silence (5/16)

Chairperson Carwein reported some of the members' activities from 2017 that will continue in 2018. The members will continue to advocate for bicyclists and pedestrians on several City of Greenville and the North Carolina Department of Transportation (NCDOT) projects. The 5.0 projects are being prioritized and the GBAPC will be recommending that project to the City's Planning Division in May. Also, the GBAPC will be advocating for infrastructure on the Town Creek Culvert Project as well Fire Tower and Portertown Road Projects from last year. Those projects are still under consideration in various phases of the design and construction process. The GBAPC wants to make sure that it provides its matching funds in order to include sidewalks for the Allen Road and 14th Street Widening Projects. The bike infrastructure is already included in those two projects. The GBAPC is aware that there are projects competing for funds, but if sidewalks are not incorporated in these projects now because of the cost savings, the costs for installing sidewalks will escalate in a few years. The members always encourage citizens to provide public comment both online or to attend the public forums.

Chairperson Carwein reported some of the GBAPC's plans for 2018, stating that the bike and pedestrians counts will be done in September 2018. One of their goals last fall is to update the City's bike map and because a lot of the infrastructure upgraded and added to the City, the GBAPC will continue this goal in 2018. The GBAPC will host a Walktober in the fall in order for the community to experience their community from a pedestrian perspective. Two other plans are to assist in implementing and promoting the ActiveTransportation Master Plan and to promote new greenway extensions as well as bicycle and pedestrian safety in general.

Chairperson Carwein stated that the members of the GBAPC are huge advocates and partners with the local community groups that promote the Greenway as well as extensions in the future. The City has complex road infrastructure and the GBAPC will continue its partnership with the City, NCDOT, Metropolitan Planning Organization, City Council, and the County on road projects in and around Greenville.

RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTY AT 801 VANDERBILT LANE TO HABITAT FOR HUMANITY OF PITT COUNTY - (Resolution 009-18)

Interim Community Development Director Joe Durham explained that the Habitat for Humanity of Pitt County is asking that the City of Greenville provides the vacant lot at 801



Vanderbilt Lane for the construction of one single family detached home. This is consistent with their method of construction of housing. The Habitat for Humanity has a worldwide mission for the creation of housing for low-income families and builds homes for them at an appraised value, while providing a zero interest loan.

Interim Director Durham explained that the Habitat for Humanity also requires that the homeowners put in about 300 hours of sweat equity as well as soliciting the volunteers who are in that area. The Habitat for Humanity has built about 79 homes in Pitt County. The City has partnered with this organization in the past and constructed with them about nine houses primarily in the West Greenville Revitalization area.

Interim Director Durham stated that the Habitat for Humanity's mission is consistent with the City's mission of providing decent, safe, and sanitary housing for low and moderate income families. They are asking that the City works with them in the possibility of building two additional homes adjacent to this lot.

Council Member Smith asked if there is a link at the City's webpage showing how citizens could contact the Habitat for Humanity.

Interim Director Durham responded that he is unaware of a link of that sort at the City's website, but staff can create a link for that purpose. He is aware that the Habitat for Humanity has already selected a potential family, obviously, by making a request to the City.

Council Member Smith stated that there is such a high rate of renters in Greenville so any way that the City can facilitate homeownership is a good thing for the future.

Motion was made by Council Member Smith and seconded by Council Member Litchfield to adopt the resolution. Motion carried unanimously.

CONTRACT AWARD FOR TOWN COMMON RESTROOM CONSTRUCTION

Director of Recreation and Parks Gary Fenton stated that after 30 years, the City's budget has been identified to remedy the problem of not having a public restroom at the Town Common. This accessible restroom building will be larger than the City's other park restrooms with six stalls on the women side and three stalls and urinals on the men side and a family one between those two restrooms. It will be heated to allow for a year around operation. Security cameras will be installed outside of the area and the restroom building will be locked using automatic locks on a timer and will reopen on the timer as well.

Director Fenton stated that construction of the building itself will be \$302,400 while site preparation will add another \$120,000 due to the slope of the land addressing the ADA accessibility issues and the site work required to connect to the City's sanitary sewer and other utilities. The landscaping will be installed and maintained by the Recreation and



Parks Department's staff. The project is anticipated to take at least three months to complete once the contract is signed and work has begun.

Director Fenton reported that other Town Common projects are underway at the same time. The accessible floating kayak launch and canoe launch are anticipated to be completed in June 2018. The Pavilion and the open area of the playground are estimated to be completed in May 2018.

Mayor Connelly asked if the Town Common restroom building locks automatically what if someone is inside of it.

Director Fenton responded that the individuals will be able to get out but they cannot get back in the restroom building.

Council Member Meyerhoeffer asked if the construction of the restrooms is going to also impact the launch facility.

Director Fenton responded that the restroom facility will be to the west of the playground and the launch facility is down at the bottom of the parking lot.

Council Member Meyerhoeffer asked whether all of the staging (construction, vehicles, etc.) will be on First Street.

Planner Lamarco Morrison responded that there will be a couple of parking spaces on First Street, but staff has arranged for the staging actually to be adjacent to where the restroom building will be built. There is an open area adjacent to the playground area. The staging area will not impact the parking lot or the launch facility in any way.

Council Member Bell asked where the restrooms would be physically located.

Director Fenton stated that when one comes out of the west gate of the playground and curves around to the right, the restroom facility would be on the left side.

Council Member Litchfield stated that ultimately this is the third round that the City Council has been working with contractors and identifying some ways to reduce the cost. No one can argue that the Town Common is wanted to be used. He has experienced the lack of restroom facilities at Town Common and has witnessed how many people are often using the Town Common and the Greenway. With all of development happening and the events being held downtown, the City must have facilities for the citizens and other people who are using the Town Common.

Mayor Connelly stated it is important to know that \$120,000 is being allocated towards the site work. Mayor Connelly asked for confirmation that staff looked at different locations to determine if they would offset the cost of some of the site work.



Planner Morrison responded that staff has done so and any place that a restroom is built, even in the floodplain, the City must raise that facility 4-5 feet to be one foot above base flood elevation. Anywhere the restroom is moved it would have to be graded up to meet ADA and FEMA requirements for developing in the floodplain.

Council Member Bell asked if this facility will be opened for events such as concerts.

Director Fenton responded that this facility will be opened any time the park is accessible. However, some of the bigger events will still require porta johns.

Mayor Connelly asked about the completion date of the project.

City Manager Wall responded that the completion date of the project is approximately at the end of July 2018. The Town Common is used for Sunday in the Park, 5Ks, and other races and those and other events will be able to take advantage of these restrooms once they are constructed.

Planner Morrison stated that this particular restroom will not be winterized and will be opened year round.

Motion was made by Council Member Smith and seconded by Council Member Litchfield to award the contract the contract award to Unshakable Builders LLC for the construction of the restroom at the Town Common for a total amount of \$422,400 and authorize execution of the contract by the City Manager. Motion carried unanimously.

ORDINANCE APPROVING 2017-2018 CAPITAL RESERVE FUND DESIGNATIONS (Ordinance No. 18-016)

Assistant City Manager Michael Cowin stated that as of December 14, 2017, the Capital Reserve balance stood at approximately \$7.5 million. The ordinance before the City Council this evening would allow the City to transfer \$800,000, which is set aside in Capital Reserve, for the Dickinson Avenue parking over to a Public Works Capital Project Fund. This would enable the City to move forward with the Sidewalk Development Parking Lot. It will also allow the City to move forward with the process of designing and engineering out the City of Greenville Employee Parking Lot, which will house 100 parking spaces. That lot will be adjacent to the Sidewalk Development parking lot. Approving this ordinance will bring down the overall Capital Reserve balance down to approximately \$6.7 million.

Motion was made by Council Member Smith and seconded by Council Bell to adopt the ordinance. Motion carried unanimously.



BUDGET ORDINANCE AMENDMENT #8 TO THE 2017-2018 CITY OF GREENVILLE BUDGET (ORDINANCE #17-040) AND CAPITAL PROJECTS FUND (ORDINANCE #17-024) (Ordinance No. 18-017)

Assistant City Manager Michael Cowin explained that Budget Ordinance Amendment #8 includes amendment to the General Fund, Capital Reserve Fund, Public Works Capital Project Fund, and the Vehicle Replacement Fund. This amendment includes the movement of contingency funds from economic development for the City's share of the cost of a feasibility study and strategic plan for economic development that was approved by the City Council in February 2018. That is \$10,000 moved from contingency to the Economic Development Division. This ordinance also recognizes additional inspection fee revenues that will be used to purchase a new vehicle for the new inspection position that was added this current fiscal year. It also prefunds replacement costs for future inspection vehicles. The actual cost of the new vehicle being purchased is approximately \$21,000.

Assistant City Manager Cowin explained that the transfer approved by the City Council this evening in the Capital Reserve Fund Ordinance in the amount of \$800,000 was to move forward with the parking lot additions. Overall, the operating budget per Budget Amendment #8 stands at approximately \$155 million with the General Fund comprising of approximately 16% of that total.

Motion was made by Council Member Smith and seconded by Council Member Bell to adopt the ordinance. Motion carried unanimously.

PREVIEW OF THE CITY'S PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2018-2019 AND FINANCIAL PLAN FOR FISCAL YEAR 2019-2020

Assistant City Manager Michael Cowin explained that in April of each year, staff provides a budget preview for the General Fund for the next upcoming year. For this year, staff will give a preview of the 2018-2019 Proposed Budget as well as the 2019-2020 Proposed Financial Plan. Any discussion concerning the budget must begin with the City Council's approved goals. Goals were set by the City Council at its January 2018 Planning Session and were approved in March 2018. Additionally, the City Council's priorities which were also approved during that timeframe were built on that foundation of the City Council's goals.

Assistant City Manager Cowin stated that the budget objectives for the next two-year period are a reflection of those priorities and goals. The budget objectives stand as a message to not only the City Council and community but also all of Eastern North Carolina that *Greenville means a high performing city, a great workforce, a strong economy, a safe community, a sound infrastructure, and a vibrant place*. In other words, "Greenville Means Business".



Assistant City Manager Cowin explained that as a *high performing city*, this budget maintains the current property tax rate at 52 cents. This budget also invests 85% (\$85 out of every \$100) of all General Fund revenues into the following core public services areas:

- Public Safety (Police & Fire/Rescue)
- Public Works
- Recreation and Parks
- Planning & Development
- Economic Development
- Capital Related Debt Service
- Facilities Improvements Program
- Capital Improvements Program
- Street Improvements Program

Assistant City Manager Cowin stated that *Greenville means a great workforce* because the proposed 2018-2019 budget includes the following for its employees:

- Provides for the following average employee wage increases:
 - 2.9% increase for FY2018-19
 - 2.5% increase for FY2019-20
- Increases City's 401K contribution from \$30 per pay period to \$40 per pay period for general employees (recurring). This will put the City's contributions in line with that of Greenville Utilities Commission.
- Increases funding for City employee training and workforce development by \$20,000 (recurring).
- Increases Other Post-Employment Benefits contribution by \$100,000 each year (recurring).

Assistant City Manager Cowin stated that over the next two years, the City will invest over \$1 million in commercial and industrial site development to address *the City means a strong economy*. That includes \$600,000 from the General Fund (\$300,000 each year) plus an additional \$400,000 from Capital Reserve. This budget also provides \$400,000 in Capital Reserve funding to be used for the Dickinson Avenue parking needs, addressing the City's retail and commercial shortfalls as far as parking in those areas.

Assistant City Manager Cowin stated that another \$100,000 is dedicated to job creation grants on a recurring basis. The funding for the Small Business Competition grants was increased by \$20,000 (from \$40,000 to \$60,000 on a recurring basis). \$10,000 is provided on a recurring basis in this budget for funding skills training through the Pitt Community College Job Initiative Program. This adds a new concierge position to implement a "one-stop" program to assist developers and the business community in an effort to address City ordinances, procedures, and permitting requirements, as well as any other related State, County, and local regulations.

Assistant City Manager Cowin stated that *Greenville means a safe community*. This budget will add four positions to the City's public safety arena in fire/rescue to the new Southside Fire Station by year 2021. Last year, three additional positions were built into the budget for fire/rescue. An initial of three and three positions are proposed for the next years, a total of six new positions and then the following year an additional three. So, there will be



12 positions that will be ready to open that fire station. An EMS billing technician will be added to optimize the City Council's EMS billings because the number of transports increased significantly over the last few years. The City needs to be able to keep up with those billings to be able to maximize those revenues. This position will more than pay for itself.

Assistant City Manager Cowin stated that *Greenville means a sound infrastructure* because the proposed budget includes \$250,000 a year to fund street lights and cameras. It increases street improvements funding from \$2.2 million to \$2.5 million. Also, this proposed budget protects the solvency of the Vehicle Replacement Fund by increasing funding levels by the following: 1) From 30% to 40% for FY 2018-19 and 2) From 40% to 50% for FY 2019-20. \$1.4 million is provided each year to support the City's deferred maintenance and infrastructure needs (i.e. Facilities Improvements Program), including roofing, parking lots, and HVAC systems. The City must continually meet its current facilities' needs as it continues to grow.

Assistant City Manager Cowin stated that this proposed budget puts \$503,000 in funding for sidewalks through the Safe Routes to Schools Program that will benefit the following streets:

- Memorial Drive from Millbrook Street to Arlington Boulevard
- East side of Skinner Street
- North side of Norris Street
- 5th Street from Green Mill Run to Beech Street

Assistant City Manager Cowin stated that the need of the \$33 million Town Creek Culvert Stormwater project will be financed through a low interest loan from the State of North Carolina and funded by revenues of the City's Stormwater Fund. The City will move forward with the second round of funding from the 2015 General Obligation Bond referendum. That is \$7.8 million in projects that the City will be able to fund without having to increase appropriations for debt service or increase the property tax rate. That is a direct reflection of the City's long range capital improvement strategic goal that was set into motion this past year.

Assistant City Manager Cowin stated that \$350,000 will be used in projected excess fund balance at the end of the year to go ahead and fund future NCDOT projects of \$400 million, which would require a match from the City of approximately \$3.5 million, over the next 5-6 years. The City will be half way there with meeting the obligation without having to ask for additional money through bond referendum or other type of borrowing from the taxpayer.

Assistant City Manager Cowin explained that *Greenville means business about a vibrant place to live* by including an additional \$100,000 to maintain the primary entrances to the City and to fund the Adopt the Streets Program. This 2018-2019 proposed budget includes an additional \$50,000 to fund and maintain the City's parks and greenway. This provides two additional positions in the Transit Division to be able to man and operate the



G. K. Butterfield Transportation Center on a daily basis. This position reclassifies the transportation planner position to a lead code enforcement officer position enabling the City to move forward with the administrative procedures necessary to enforce demolitions of dilapidated and unsafe structures locally.

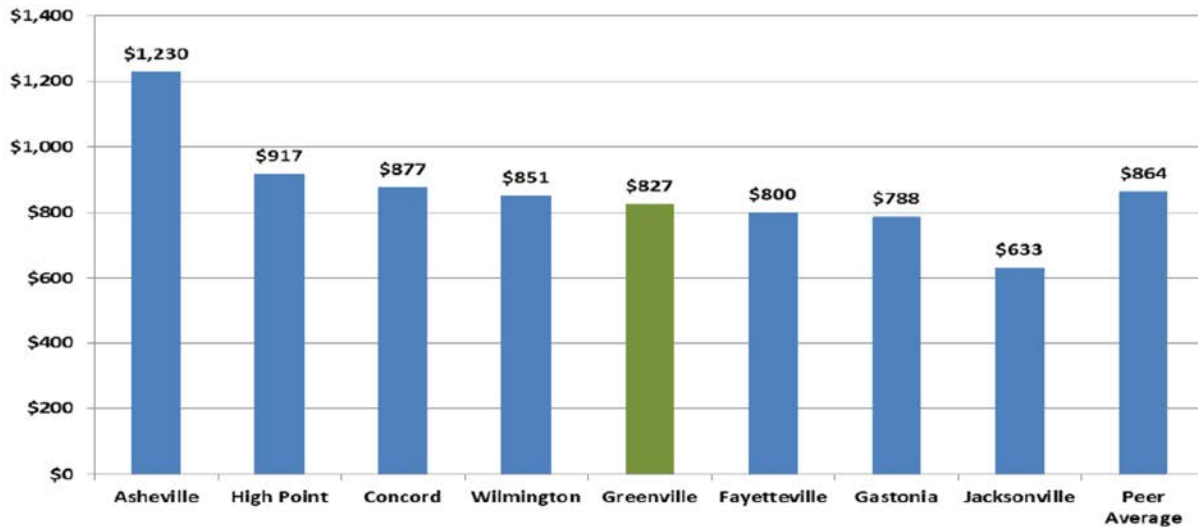
Assistant City Manager Cowin stated that another \$150,000 is included to partner with aerial groups to enhance the City's entertainment scene and to support its arts community. This includes a \$35,000 partnership with the Arts Council at Emerge, the 100,000 with Uptown Greenville, \$500,000 partnership with the Pitt County Chamber of Commerce, and an additional \$10,000 set aside for miscellaneous sponsorships, advertisements, and marketing needs. The City will use \$2 million in Capital Reserve funding to construct the Sycamore Hill Gateway at Town Common. A \$100,000 will also be used as a match to a \$400,000 in State funding for the South Tar River Greenway Phase III, connecting the existing South Tar River Greenway at Town Common to east of Memorial Drive.

Assistant City Manager Cowin stated that this budget is a strong reflection of the City's overall mission to provide all citizens with the highest quality services in an open and inclusive professional manner, ensuring a community of excellence now and in the future. This is everything that the City Council's goals and priorities are built upon over the next two years.

Assistant City Manager Cowin gave an overview of the revenues and expenses that make up the proposed budget, which at this point and time is balanced. By state law, the City must have a balanced budget. The City's tax revenues make up approximately 71% of its overall General Revenues, including property tax, sales tax, and the utility franchise tax. However, if the City expands a bit beyond the tax revenues, approximately 88%-90% of all of its revenues will be made up in about 6-7 line items. The City received \$9 out of every \$10 from only a few sources of revenue. The following is information about the budget revenues on a per capita basis from financial audits of each of the City's peer cities. Greenville is in the middle of the road in many ways. Asheville is at \$1,230 per capita compared to Jacksonville's lower per capita of \$633. The peer average of all these cities stands at \$864. Greenville is at about \$827 per citizen.



PEER CITY COMPARISON
BUDGET REVENUES PER CAPITA



Source: FY2017 Comprehensive Annual Financial Report

Assistant City Manager Cowin stated that current year 2017-2018 General Fund budget revenues are approximately \$82 million. On top of that moving into next year, a \$972,000 increase in property tax revenues is projected, another \$515,000 in sales tax revenues, a slight change in the City’s GUC transfer revenue, actually the City’s reduction in the utility franchise tax revenue, the Safe Routes to Schools Program at \$503,000, and an increase in the EMS Building revenues of approximately \$515,000. In addition, the City is looking at increasing the inspection revenues of \$450,000 and the parking lease with the Sidewalk Development is another \$115,000.

Assistant City Manager Cowin explained that the vast majority of the reduction is the Bradford Creek Public Golf Course for the Recreation and Parks Department. Recently, the City moved forward with a management contract for the golf course. So basically, the City has leveraged its opportunity with concerns to the golf course to \$100,000 net impact on an annual basis. There is the change in fund balance of another \$200,000 and various other changes in revenues. There are several line items that make up that \$280,000. That is how staff arrived at the \$2.7 million change. The largest impacts are the property tax and sales tax.

Assistant City Manager Cowin stated that for FY 2019-2020, there is an increase in property tax revenue of \$1 million, an increase in sales tax of \$586,000, the removal of the Safe Routes to Schools grant, a reduction in the fund balance appropriation, and then there are other net changes of approximately \$3,372.

Assistant City Manager Cowin stated that 2012-2013 was the year of revaluation and property tax values in the County reduced significantly. At that time, the City Council



decided not to go revenue neutral and took on the reduction of property tax revenues. That is the only instance where the City really saw a reduction in its revenues over the last 10 or so years. Overall, the growth rate is approximately 2.5% during that 10-year period and 2.3% over the last five years.

Assistant City Manager Cowin explained the following chart of a reconciliation of the projected revenues for next year. A normal growth rate of approximately 2.15% is projected, giving an additional \$107,000 in revenues. When looking at the one time developments, there is approximately \$87 million worth of development of which estimating that the property tax value would be about 75% of that. That is one time growth in property tax revenues at approximately \$339,000. There are some adjustments to even out the revenues for one year to the next. So, the City is looking at a \$972,000 increase in property tax revenues based on normal growth plus projected one time growth from about three developments.

GENERAL FUND PROPERTY TAX REVENUES

<u>FY2018-19 Budget Property Tax Revenue</u>			
FY2017-18 Property Tax Revenue Budget	\$	32,750,000	
Normal Growth Percentage		<u>2.15%</u>	
Normal Growth in Tax Revenue Budget			\$ 704,125
New Developments On-Line August 2017	\$	87,000,000	
Property Tax Base Percentage		<u>75.00%</u>	
Projected Increase in Property Tax Based	\$	65,250,000	
Property Tax Rate		<u>0.0052</u>	
Increase in Property Tax Revenue			\$ 339,300
Other Reconciling Adjustment			<u>\$ (70,925)</u>
Projected Increase in Property Tax Revenue			\$ 972,500
FY2017-18 Property Tax Revenue Budget	\$	32,750,000	
FY2018-19 Property Tax Revenue Budget	\$	<u>33,722,500</u>	

Assistant City Manager Cowin stated that for the next year, there is normal growth of 2.15% and there is another additional development coming on line of about \$450 million of which the property tax value is expected to be about 75% of that. So that is one time revenues of an additional \$200,000 to come up with approximately a \$1 million increase in property tax revenues for the next year.

GENERAL FUND PROPERTY TAX REVENUES

<u>FY2019-20 Budget Property Tax Revenue</u>			
FY2018-19 Property Tax Revenue Budget	\$	33,722,500	
Normal Growth Percentage		<u>2.15%</u>	
Normal Growth in Tax Revenue Budget			\$ 725,034
New Developments On-Line August 2018	\$	54,000,000	
Property Tax Base Percentage		<u>75.00%</u>	
Projected Increase in Property Tax Based	\$	40,500,000	
Property Tax Rate		<u>0.0052</u>	
Increase in Property Tax Revenue			\$ 210,600
Other Reconciling Adjustment			<u>\$ 128,495</u>
Projected Increase in Property Tax Revenue			\$ 1,064,129
FY2018-19 Property Tax Revenue Budget	\$	33,722,500	
FY2019-20 Property Tax Revenue Budget	\$	<u>34,786,629</u>	



Assistant City Manager Cowin stated that the City has seen significant growth with the sales tax dollars. A 4% growth rate over the last three years and 5% over the last five years are incredible. In many ways that has leveraged the City's budget over the last few years. Staff is projecting between a 2.7% and 3% growth rate over the next couple of years. In true transparency, this is something that is monitored on a monthly basis. He is projecting that tomorrow the North Carolina Department of Revenue will be probably provide the latest numbers and staff will plug those into the spreadsheet to see how the annual is based on 6-7 years' worth of actuals on a permanent basis.

Assistant City Manager Cowin stated that when looking over the City's General Fund expenses, the City invests in people. Approximately 64% of the City's overall General Fund budget is invested in human resources, the individuals that the City relies on to carry out the functions of City government on a daily basis. Operating expenses make up another 21%, transfers, which are dollars that are transferred from the General Fund to various other independent funds. So, the City can better account for those operations and provide more transparency back to the community, and then there is the capital, which concerns personnel. Personnel is going from approximately \$53.2 million, over \$54 million next year and then for the 2019-2020 year going up to about \$55.4 million. That includes a 2.9% salary increase for 2018-2019 and a 2.5% increase for employees for 2019-2020 as well as the four EMS, additional concierge, and two transit positions.

Assistant City Manager Cowin stated that when looking at the number of positions employed by the City as a reflection of its overall population, it could be said that the City has tried to maximize the efficiency of its current budgeted force because the number of positions per 1,000 has continued to decrease. As the City's population has increased, its positions have stayed constant or have reduced in certain years.

Assistant City Manager Cowin stated that over three years, the City has been able to provide its employees an average 2.4% wage increase and over the next two years, the City is looking at 2.9% and 2.5% wage increases. At the City Council's workshop in March and at the City Council/Greenville Utilities Commission Joint Pay and Benefits Committee meeting, it was discussed that they benchmark themselves against the CAI. When looking back at the last three years, the timeframe since the last true up, the City and GUC are approximately 1.2% behind the CAI. Next year, for the 2018-2019 fiscal year, the CAI is projecting a 2.5% increase whereas the public sector benchmark is projecting a 2.9% increase. The City will be eating into that CAI difference by .4% over the next year.



EMPLOYEE WAGE RATE INCREASE COMPARISON

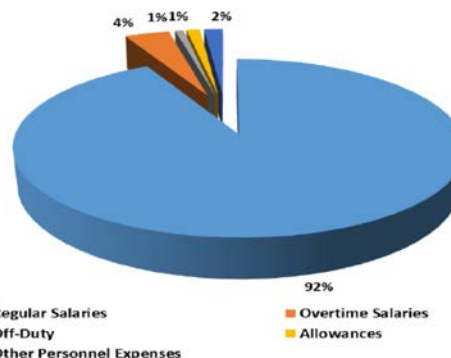
FY	CAI	Public Sector	Private Sector	City / GUC	Cumulative Difference (CAI)	Cumulative Difference (Public)	Cumulative Difference (Private)
15/16	3.0%	2.5%	2.0%	2.0%	-1.0%	-0.5%	0.0%
16/17	2.7%	3.2%	3.05%	2.0%	-1.7%	-1.7%	-1.05%
17/18	2.7%	2.9%	2.9%	3.2%	-1.2%	-1.4%	-0.75%
18/19	2.5%	2.9%	3.2%	TBD	TBD	TBD	TBD

Assistant City Manager Cowin stated that ¾ of the City’s overall personnel is in the form of salary expenses costing approximately 28% in benefits and 92% is in the form of regular salaries. \$1.5 million in overtime salaries is not an increase. The City is pretty much staying constant in that and then there is off-duty and various other allowances. Over half of the benefit expenses is in the form of health insurance, but over the past 2-3 years, the City has not seen its health insurance expenses grow at the rate that was originally projected.

Assistant City Manager Cowin explained that with the changes made to the City’s plan, the City has seen a slight reduction or even just a slight increase in the last year. Staff will continue to monitor that on a monthly basis. The City is on a claims-made basis, but the City has not seen a significant increase and that is a reflection of the City’s robust benefits plan. The benefits plan is a reflection of the incentives that are provided by the City and the Health Clinic. Staff will provide an update on the Health Clinic in May.

PROPOSED PERSONNEL EXPENSE SALARY EXPENSE

	FY2018-19 Budget	FY2019-20 Plan
Regular Salaries	\$ 36,069,432	\$ 36,848,613
Overtime Salaries	1,540,270	1,540,270
Off-Duty	295,000	295,000
Allowances	472,740	472,740
Other Personnel Expenses	653,015	653,015
Total Salary Expense	\$ 39,030,457	\$ 39,809,638

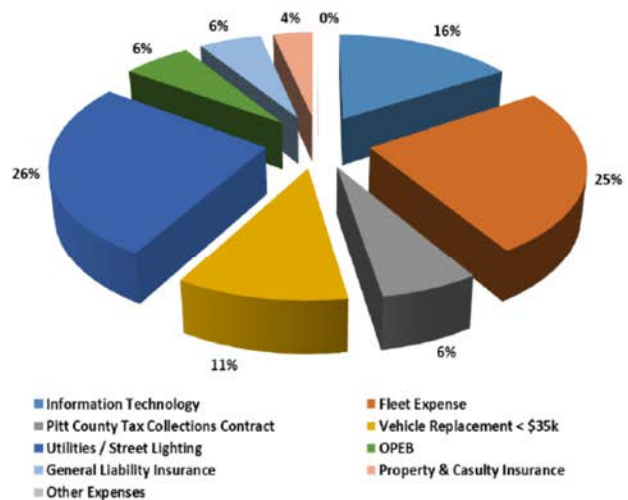




Assistant City Manager Cowin stated that the City’s operating expenses are going from \$17.5 million to \$18.2 million and then to \$18.7 million. A lot of that is being driven by the increase in the jobs bill grants. The additional dollars set aside for the Small Business Loans, the additional \$50,000 increase for maintenance of the greenways and another \$100,000 to the entrances to the City. Staff tried to break down the City’s operating expenses between discretionary and fixed. The fixed costs include the lights, repairs and maintenance, utilities, fuel, computer hardware, and telephone expenses. These are dollars that the City has very little control and discretion over. The discretionary expenses are the dollars allocated to the City departments, but they do have more say so on how those dollars are expended. Street lighting makes the vast majority of those fixed cost expenses. The following is a breakdown of the City’s fixed costs:

FY 2018-19 FIXED COST OPERATING EXPENSE

Information Technology	\$ 1,581,325
Fleet Expense	2,451,888
Pitt County Tax Collections Contract	610,000
Vehicle Replacement < \$35k	1,059,817
Utilities / Street Lighting	2,587,014
OPEB	600,000
General Liability Insurance	550,000
Property & Casulty Insurance	350,000
Other Expenses	1,654
Total	\$ 9,791,698



Assistant City Manager Cowin stated regarding the discretionary expenses, a lot of that comes in the form of contracts and services, supplies and maintenance, and then other expenses which is made up of a host of various different line items. Over the past 6-7 years, there has not been a significant change in the City’s discretionary expenses. A few years ago, the City actually reduced its discretionary expenses by \$150,000 and has been able to maintain that within the budget. Therefore, the City is not seeing any growth, but it is holding the line with concerns to its discretionary allocations to its departments.

Assistant City Manager Cowin stated that regarding capital, the City has a \$4.3 million budget going to approximately \$4.9 million and then back down to \$4.5 million over the next two-year period. This includes the street improvements, street lighting cameras, and one-time projects.



PROPOSED CAPITAL PROJECTS

	FY2018-19 Budget	FY2019-20 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	-
Vehicle Replac. Fund: >\$35k	1,433,321	1,797,902
Total Capital Improvements	\$ 4,936,321	\$ 4,547,902

Assistant City Manager Cowin stated that it is important to note that the City has a \$300,000 increase in the Street Improvements budget, but over the last 5-6 years, the City has invested over \$22.5 million in street improvements for local streets within the City of Greenville. The City Council has also shown a high priority for street lights and cameras. The City has invested \$1.7 million back into the community over this timeframe. This past year, the City used excess fund balance to fund Phase II of the Street Lights Plan. That is \$750,000 going into street lights and cameras.

Assistant City Manager Cowin stated that proposed transfers are going from \$8.4 million to \$9.1 million and then back down slightly to \$8.9 million. This includes the lights and facility improvements transfer that is \$1.4 million and transfers to the debt service fund. That is \$4.7 million and that will allow the City to finance approximately \$7.8 million as Part II of the General Obligation Bond, appropriations of Sheppard Memorial Library (\$1.2 million), the Housing Fund (\$309,000), Transit (\$771,000), and Capital Reserve (\$650,000). The Capital Reserve transfer includes \$300,000 for the industrial/commercial site development, as one of the City Council’s number one priorities of economic development, and provides another \$350,000 to match the NCDOT projects.

Assistant City Manager Cowin stated that regarding fund balance appropriations, a \$1 million in excess fund balance is being projected in this budget. That \$1 million will be used to meet the City’s core priorities and goals and will be allocated to the industrial/commercial site development, \$100,000 for contingency to have the flexibility to meet ongoing needs that come up during the year, \$150,000 to the 10th Street Connector program, and \$100,000 for the South Tar Greenway Project and the NCDOT future projects.

Assistant City Manager announced that on April 9, 2018, staff will present a preview of the General Fund Budget. In May 2018, staff will present the City Manager’s full and complete budget to the City Council and the GUC, Sheppard Memorial Library, and Convention and Visitors Authority will also have an opportunity to present their budgets as well. In June 2018, the public hearing will be held and final adoption of the budget will occur.



Council Member Litchfield requested staff to define the \$100,000 for the Public Works Department for keeping the entrances to the City clean such as the distance of the mowing and the extent of that project as well as the breakdown for the \$100,000 for Uptown Greenville.

City Manager Ann Wall stated that staff will provide that information to the City Council.

REVIEW OF APRIL 12, 2018 CITY COUNCIL MEETING

The Mayor and City Council reviewed the agenda for the April 12, 2018 City Council meeting.

CITY MANAGER’S REPORT

City Manager Wall recognized and congratulated Purchasing Manager Denisha Harris of the City’s Financial Services Department for being one of the recipients of the East Carolina University “40 Under 40” Leadership Awards.

City Manager Wall reminded the City Council of the Spring Cleanup scheduled for next week. She stated that individuals and groups from all over the community will be cleaning up their properties and have volunteered to clean up other properties. For those who would like to participate, there is information available at the City’s website. A group of City employees will be participating on Wednesday, April 18, 2018.

City Manager Wall announced that the April 23, 2018 Joint City Council/Greenville Utilities Commission (GUC) Meeting scheduled for 6:00 p.m. will be held in the Council Chambers at City Hall instead of in the GUC Board Room.

Motion was made by Council Member Meyerhoeffer and seconded by Council Member Bell to change the location of the April 23, 2018 Joint City Council/Greenville Utilities Commission meeting. Motion carried unanimously.

COMMENTS FROM MAYOR AND CITY COUNCIL

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



CLOSED SESSION

City Attorney Emanuel McGirt stated that there are two motions under Closed Session. City Attorney McGirt requested that the City Council disregard the first motion listed in the agenda and to adopt his recommended motion to go into Closed Session.

Motion was made by Council Member Smith to enter closed session in accordance with G.S. § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body including consultation related to the lawsuit entitled William Scott Kozel (Plaintiff) versus the City of Greenville, Pitt County Board of Education, Josh Stein in his capacity as Attorney General of the State of North Carolina, Phil Burger in his capacity as President Pro-Tempore of the Senate, and Tim Moore in his capacity as Speaker of the House of Representatives (Defendants). Council Member Bell seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in closed session at 8:13 p.m., calling a brief recess to allow the City Council and staff to relocate to Conference Room 337, where he reconvened the closed session at 8:26 p.m.

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Bell and seconded by Council Member Meyerhoeffer to adjourn the meeting. Motion carried unanimously. Mayor Connelly declared the meeting adjourned at 8:49 p.m.

Respectfully Submitted

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
CITY COUNCIL WORKSHOP
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, MARCH 19, 2018



A workshop of the Greenville City Council was held on Monday, March 19, 2018, in Conference Room 337, located on the third floor at City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:00 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover (via phone), Council Member Kandie D. Smith (arrived 4:15 p.m.), Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr. and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

None

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, Administrative Assistant Valerie Shiuwegar

APPROVAL OF THE AGENDA

City Manager Ann Wall requested that revisions be made to the agenda to cancel the Closed Session and include a discussion of pay and benefits.

Council Member Rick Smiley moved to approve the agenda as amended. Council Member Will Bell seconded the motion, and it carried unanimously.

PRESENTATION BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON ONGOING STATE ROAD PROJECTS

City Manager Wall stated that the intent of the North Carolina Department of Transportation's (NCDOT) is to provide the City Council with an update on projects in the city and to identify decision points.



Public Works Director Kevin Mulligan advised that the information presented by the NCDOT regarding sidewalks should be considered when City staff brings their recommendations to the City Council. Staff anticipates the total cost of all projects to be approximately \$3 million.

NCDOT Engineer William Kincannon provided an update and timeline on projects currently under construction:

- 10th Street Connector (U-3315)
 - Approximate total cost is \$59 million including right-of-way
 - Approximately 78% complete, estimated to be open to traffic November 2018
 - Switching traffic on Stantonsburg Road & Memorial Drive to new alignments June 2018
 - Bridge will be complete once painting the coping and parapets is finished
 - Sidewalks and curb construction scheduled to recommence March 2018
 - Obstacles are utilities requiring extra work that were not previously identified on past surveys

- Southwest Bypass
 - Approximate total cost is \$200 million including right-of-way
 - Approximately 53% complete, estimated to be open to traffic June 2020
 - 10 bridges currently under construction
 - Widening of US 13 scheduled to begin Spring 2018
 - Switching NC 11 S traffic to Flyover Bridge scheduled early Summer 2018
 - Obstacles are utilities that were not previously identified on past surveys, but has not impeded progress

- Dickinson Construction Sequence
 - Approximate total cost is \$16 million including right-of-way
 - Coordinate with 10th Street Connector completion, anticipating Spring 2019
 - Project is subdivided into 7 sections using road closures, lane closures, flaggers and offsite detours as needed
 - Access to businesses and residences will be maintained throughout the project
 - Night work is required, current limit set from Memorial Boulevard – 14th Street
 - Currently planning day work for section from Reade Circle & 14th Street

NCDOT staff stated that there are plans to patch Dickinson Avenue with leveling strips in the meantime, potentially within the next month.



- Evans Street/Old Tar Road Widening
 - Approximate total cost is \$37 million including right-of-way
 - Widening from Greenville Blvd. to Worthington/Cooper Street
 - Project is currently approximately 25% complete with construction anticipated to begin in 2020
 - NCDOT staff will hold public meetings to display current impacts
 - Project is a best fit alignment with bicycle & pedestrian facilities

- Allen Rd. Widening
 - Approximate total cost is \$25.4 million including the right-of-way
 - Widening from Greenville Blvd. to Stantonsburg Rd.
 - Project is approximately 65% complete with construction anticipated to begin in 2021
 - NCDOT will host Local Officials and Public Meeting on March 29, 2018
 - Alignment shifts will widen to the east and maintain current western edge

- 14th St. Widening
 - Approximate total cost is \$15 million including right-of-way
 - Widening from Red Banks Rd. to Firetower Rd.
 - Project is approximately 20% complete with construction anticipated to begin 2020
 - NCDOT will host Local Officials and Public Meeting on April 3, 2018
 - Revised alignment reduced to 2-lane section with median-controlled turns, curb and gutter, bike lanes, and intersection improvements
 - Road will constructed up to capacity so that traffic will be continuous.
 - Signal will be maintained at Red Banks with additional signal at Quail Ridge
 - Initially examined extending down to Greenville Blvd. but determined that it is outside of the scope of this project
 - Resurfacing will be carried to the joint at Greenville Blvd.

- Charles Blvd. – NC 43 (U-5991)
 - Approximate cost \$31 million including right-of-way
 - Widening from Firetower Rd. to Worthington Rd.
 - Project is approximately 15% complete with construction anticipated to begin 2022
 - NCDOT will host Local Officials and Public Meeting early Summer 2018
 - 4-lane section with median controlled turns, intersection improvements

- West 5th Street NC 43 at Memorial (U-5730)
 - Approximate cost \$1.5 million including right-of-way
 - Upgrade intersection at US 13 (Memorial Drive) and NC 43 (West 5th Street),



- adding a turn-lane in the SW quadrant of the intersection
- Upgrade sections of sidewalk in the SW and SE quadrants
- Design complete, utility work under review
- Right-of-way is ongoing with an anticipation of a contract in June 2018 and construction November 2018
- Tar River Bridge (B-4786)
 - Approximate cost \$10 million including right-of-way
 - Bridge replacement of NB Bridge on US13 Memorial Blvd.
 - Currently 20% complete with construction anticipated to begin in 2020 after SW Bypass
 - Onsite detour during construction with west side bridge reduced to 2 lanes

Council Member Smith expressed concern with the safety of the new bridge.

Mr. Kincannon stated that the NCDOT employs a standard method of construction that has proven to be safe and consistent with past projects. He further stated that proper advertisements will be done prior to construction to advise the public of the closure.

- Firetower Rd./Portertown Rd. (U-5785/U-5870)
 - Approximate cost \$40 million including right-of-way
 - Widening on Portertown and Firetower from NC 33 to NC 43 (Charles Blvd.), extended for intersection improvements past Arlington Blvd.
 - Currently 20% complete with construction anticipated to begin in 2020 after SW Bypass
 - Turnbury extension can accelerate right-of-way and construction
- Resurfacing Plan
 - Key Routes
 - 10th St. (NC 33) Eastbound 2018
 - US 264 Eastbound 2020
 - Memorial (NC 11) 2019
 - Charles Blvd. 2020
 - Numerous secondary roads in Greenville and Pitt County
 - Overall Program Cost
 - 2018 - \$1.5 million
 - 2019 - \$2.7 million
 - 2020 - \$5 million
 - \$9.2 million 3-year program

Moving further into the presentation, Mr. Kincannon noted that there are some difficulties in addressing pothole issues in Pitt County due to a reduction in workforce.



Mr. Kincannon stated that some direction would be needed from the City in order to move forward, with the first decision being needed within the next 60 days for Allen Rd.

Council Member Meyerhoeffer requested that staff provide a break down of the cost by street to the City Council and indicate portions that are owned or managed by the County.

Mayor Connelly requested that the information be provided in Notes to Council and that the item be placed on the April or May agenda.

**UPDATE ON OTHER POST-EMPLOYMENT BENEFITS (OPEB) AND GOVERNMENTAL ACCOUNTING
STANDARDS BOARD (GASB) STANDARD 75**

Finance Director Bernita Demery provided an update on governmental accounting standards for Other Post-Employment Benefits (OPEB). She stated that the Governmental Accounting Standards Board (GASB) passed Standard 75, which takes effect on June 30, 2018, and requires liabilities to be listed on the Statement of Net Position.

Director Demery provided a comparison of Greenville with peer cities and the Greenville Utilities Commission (GUC), noting that Greenville placed in the mid-range by comparison, and listed steps that the City has taken to offset the anticipated costs:

- OPEB Trust established to offset costs in May 2009 (\$100k)
 - Increased contributions by \$50K per year
 - Value as of June 2017: \$4M total equity
 - Calendar year 2017 change in value: \$286, 573
 - City currently contributes \$500k per year
- Reduce Coverage
- Higher Contributions
- Provide Wellness Incentives

Future Plans

- Increase Funding by \$100k each year, capping at \$1M per year
- Use increase in contribution and resulting increases in trust market value to offset liability
- Open additional equity account for Law Enforcement Officer Separation Allowance (LEOSSA)

Director Demery stated that annual actuarial studies are required every 2 years, but staff recommends conducting the studies annually to monitor liabilities.



Assistant City Manager Michael Cowin stated that the City and GUC are on track FOR achieving an 80% cost share, and advised that the City and GUC consistently monitor and make necessary adjustments.

DISCUSSION OF JOB CREATION GRANT PROGRAM

Senior Planner Christian Lockamy stated that staff had made adjustments to the proposed Job Creation Grant Program based on feedback from the City Council at the City's 2018 Planning Session. He stated that the purpose of the program is to encourage the creation and/or expansion of new or existing businesses and jobs in Greenville.

Staff proposed incentives of \$500 - \$1,000 per new full-time job with a state-mandated cap of \$10K- \$15K per business. Eligible companies would be required to provide 50% of health insurance for employees, maintain full-time positions for 2 years, and be located in the city limits or extraterritorial jurisdiction (ETJ). The program would be set up for two-year grant periods with payments dependent on jobs created and retained, funding would be based on budget availability. Mr. Lockamy outlined procedural requirements of approval of North Carolina incentives:

- Incentives must be given for public benefit
- Determination must be made that the incentive is required for a project to go forward, typically in a competitive situation
- A written guideline or policy must be applied to determine the maximum amount of the incentive
- Expenditures must take the form of reimbursements, not unrestricted cash payments
- Final approval must be made at a public meeting that has been properly noticed
- Implementation must be governed by a written agreement

After a general discussion, the City Council directed staff to look at options to increase funding and raise the cap, look at the options for awarding and allocating incentives, and provide information on other incentives offered by the State.

Council Member Smith further requested that staff look into the possibility of offering incentives through the Greenville Utilities Commission (GUC).



PAY & BENEFITS

City Manager Wall stated that staff wanted to provide the City Council with information prior to the Joint Pay & Benefits Committee meeting scheduled for March 20, and the full Joint City Council & GUC meeting scheduled to meet at the end of April.

Human Resources Director Leah Futrell stated that the City and GUC reviews the employee pay plan on an annual basis to ensure that it is effective, equitable, and competitive. Resources included in this analysis include surveys, polls, and benchmark studies. She stated that the previous City Council had opted to align with public sector benchmarks to address lags in the market.

Director Futrell stated that the actual average pay increase for the 2017-18 fiscal year is 2.9% based on the majority of responses. She noted that the upcoming fiscal year average is also 2.9%.

After a general discussion, the City Council directed staff to provide a recommendation on market and merit increases at the April 9th City Council Workshop.

ADJOURNMENT

Council Member Smiley moved to adjourn the meeting, seconded by Council Member Bell. The motion carried unanimously, and Mayor Connelly adjourned the meeting at 6:43 p.m.

Prepared by:
Valerie P. Shiuwegar
Administrative Assistant

Respectfully submitted,

Carol Barwick
City Clerk, CMC



City of Greenville,
North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

-
- Title of Item:** Resolution accepting dedication of rights-of-way and easements for Centre Court
- Explanation:** **Abstract:** This item proposes a resolution to accept dedication of rights-of-way and easements for Centre Court.
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Centre Court (Map Book 80 at Page 33). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration, along with the final plat showing the rights-of-way and easements.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2017-2018 budget.
- Recommendation:** Adopt the attached resolution accepting dedication of rights-of-way and easements for Centre Court.
-

ATTACHMENTS:

- ❑ June_2018_Right_of_Way_Resolution_1081114
- ❑ Centre Court Map

FILE: CITY OF GREENVILLE

RESOLUTION NO.
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160A-374 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Centre Court

Map Book 80

Page 33

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 11th day of June, 2018.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

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.

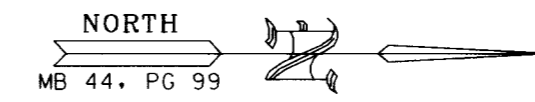
WITNESS my hand and official seal this the 11th day of June, 2018.

Notary Public

My Commission Expires:

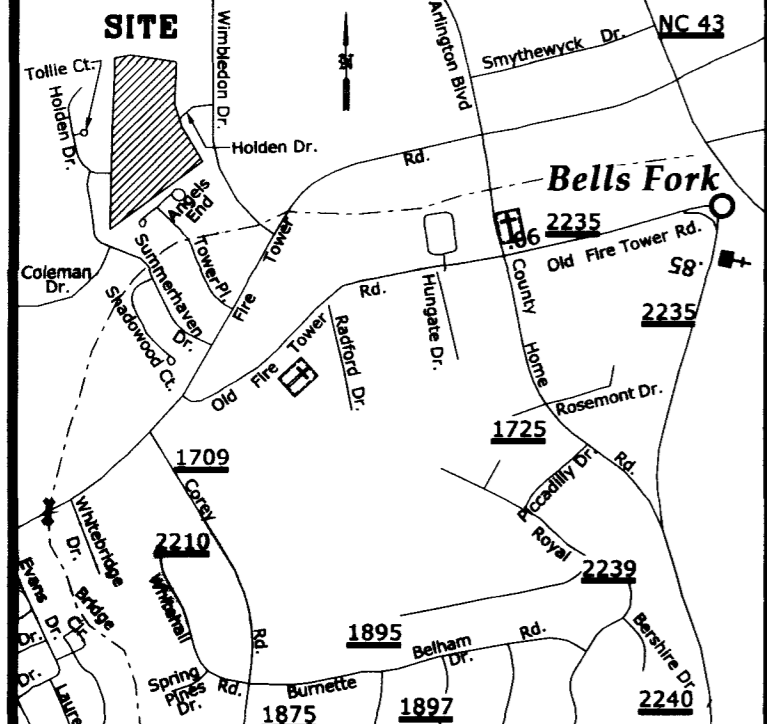
SITE DATA

NUMBER OF LOTS CREATED..... 2
 TOTAL AREA IN TRACT 14.3025 AC
 AREA IN COMMON AREA 0
 AREA IN PARKS, RECREATION
 AREAS AND THE LIKE 0



COPY

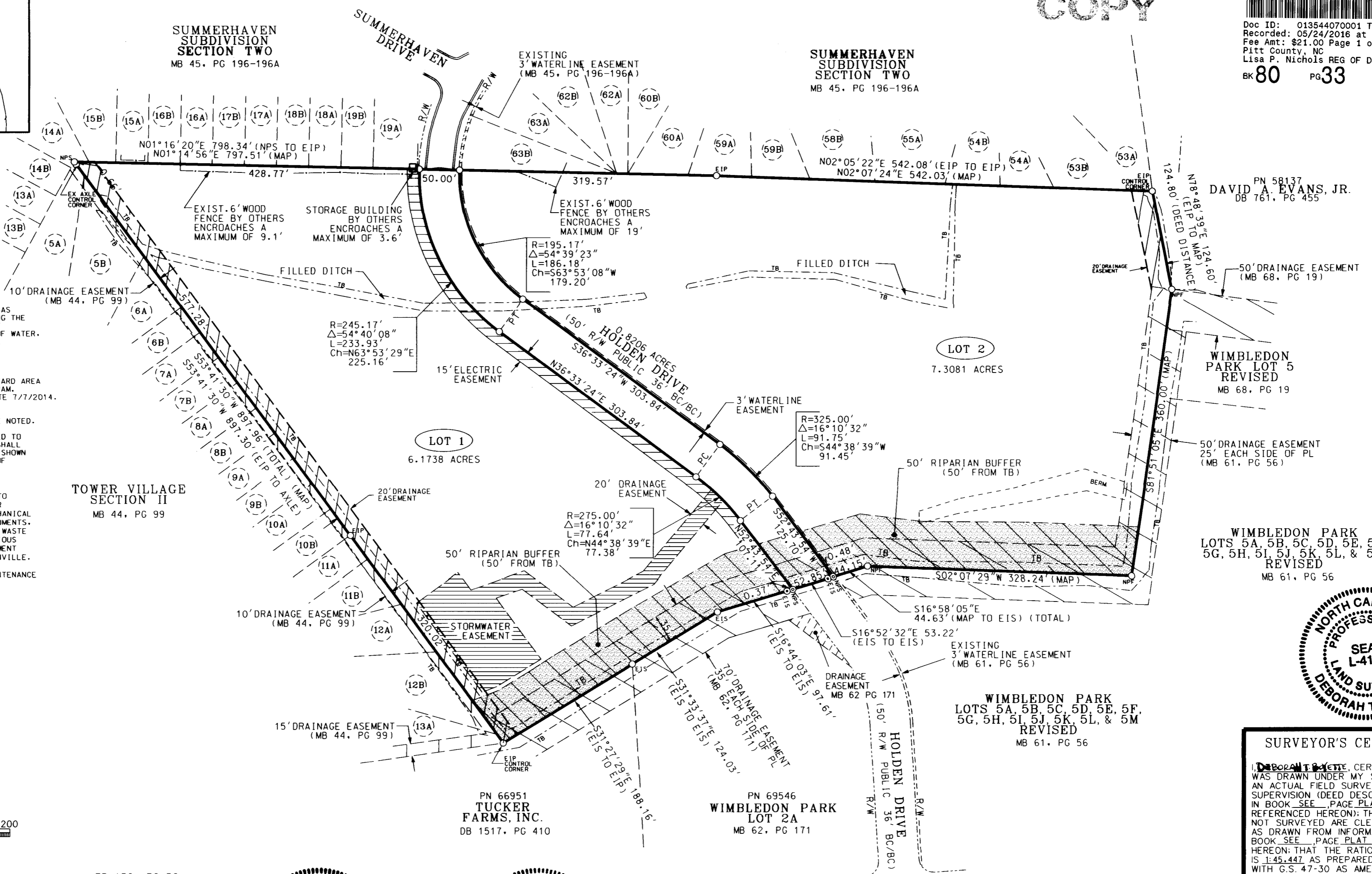
Doc ID: 019544070001 Type: CRP
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 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
BK 80 PG 33



VICINITY MAP
NOT TO SCALE

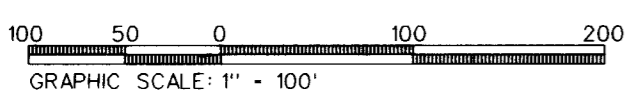
**SUMMERHAVEN
SUBDIVISION
SECTION TWO**
MB 45, PG 196-196A

**SUMMERHAVEN
SUBDIVISION
SECTION TWO**
MB 45, PG 196-196A



- NOTES:**
1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM PANEL NUMBER 3720466700K, INDEX DATE 7/7/2014.
 4. IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 5. NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
 6. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, 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 ENCRDACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 7. HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE AND COMMON AREAS.

- LEGEND:**
- EIP= EXISTING IRON PIPE
 - EIS= EXISTING IRON STAKE
 - TB= TOP OF BANK
 - R/W= RIGHT-OF-WAY
 - BC= BACK OF CURB
 - NPF= NO POINT FOUND
 - SA= STREAM DESIGNATION
 - PN= PARCEL NUMBER
 - NPS= NO POINT SET



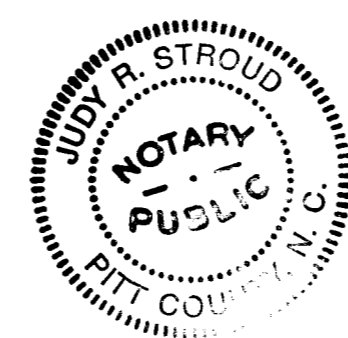
SHEET **1** OF **1**

FB 156, PG 50
PN 68061

**MAP FOR RECORD
CENTRE COURT**

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 1695, PAGE 395 OF THE PITT COUNTY REGISTRY

GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC



SURVEYOR'S CERTIFICATION

DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE PAGE PLAT, OR FROM BOOKS REFERENCED HEREON) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:45,447 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

IF FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(g) THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 16 DAY OF May, 2016.

SIGNED Deborah T. Boyette
PROFESSIONAL LAND SURVEYOR L-4146

OWNER: TUCKER FARMS, INC. 2539 SEVEN PINES ROAD GREENVILLE, NC 27834 (252) 753-2016	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 <u>1695</u> PAGE <u>395</u> DEED BOOK _____ PAGE _____ N.C. REG. NO. <u>L-4146</u>		OWNERS STATEMENT THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF <u>[Signature]</u> OWNER SWORN AND SUBSCRIBED TO BEFORE ME THIS <u>16</u> DAY OF <u>May</u> , 2016 <u>Judy R. Stroud</u> NOTARY PUBLIC, MY COMMISSION EXPIRES ON _____		APPROVAL THIS FINAL PLAT, • <u>16-25</u> WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE <u>11th</u> DAY OF <u>MAY</u> , 2016. SIGNED <u>[Signature]</u> CITY PLANNER		DEDICATION THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE <u>HIS</u> FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT. SIGNED <u>[Signature]</u> ATTEST <u>[Signature]</u>		REVIEW OFFICER'S CERTIFICATE I, <u>Michael Dool</u> REVIEW OFFICER OF PITT COUNTY, CERTIFY THE THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. REVIEW OFFICER <u>[Signature]</u> DATE <u>5/24/16</u>	
	SURVEYED: HOB DRAWN: <u>DTB</u> CHECKED: HOB/DTB	APPROVED: HOB DATE: 3/1/2016 SCALE: 1" = 100'	PROJECT NO: <u>P1567-001</u> DRAWING NO: <u>005</u> P1567-001 MFR.DGN Attachment Number 2, Page 1 of 1		Item #2					



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Right-of-Way Encroachment Agreement with New Cingular Wireless PCS, LLC ("AT&T")

Explanation: **Abstract:** The City has received a request from New Cingular Wireless PCS, LLC ("AT&T"), to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of a Small Wireless Network and associated facilities.

Explanation: For City Council's consideration is the Right of Way Encroachment Agreement setting out the terms by which New Cingular Wireless PCS, LLC ("AT&T"), can encroach over and upon the public street rights-of-ways of the City.

No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

Fiscal Note: No fiscal impact is anticipated with this action.

Recommendation: City Council approve the right-of-way encroachment agreement permitting New Cingular Wireless PCS, LLC ("AT&T"), to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of a Small Wireless Network and associated facilities.

ATTACHMENTS:

▣ ENC_AT_T_Small_Wireless_Fac_ROW_agreement_with_COG_1081058

-----SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville PWD
PO Box 7207
Greenville, NC 27834

Master Rights of Way Encroachment Agreement

THIS AGREEMENT made and entered into this the ____ of June, 2018 by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first part and hereinafter referred to as the “**City**”, and **NEW CINGULAR WIRELESS PCS, LLC** (“AT&T”), a Delaware limited liability company authorized to do business in North Carolina, party of the second part, and hereinafter referred to as “**PERMITTEE.**”

W I T N E S S E T H

WHEREAS, PERMITTEE, party of the second part, desires to encroach upon the public rights of way of the public streets within the corporate limits of the City of Greenville for the installation, operation, and maintenance of a Small Wireless Network and associated facilities; and

WHEREAS, it is to the material advantage of PERMITTEE to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by North Carolina General Statute § 160A-296, is willing to permit the encroachment within specific locations within the City public rights of way of the public streets within the corporate limits of Greenville as approved by the Director of Public Works, subject to the terms and conditions of this Agreement, the provisions of the Code of Ordinances, City of Greenville, North Carolina, and the provisions of North Carolina General Statute § 160A-400.50 et seq.; and

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to PERMITTEE , and the covenants and agreements herein contained with respect to the obligations of PERMITTEE hereunder, the CITY does hereby give and grant unto PERMITTEE the right and privilege to make the encroachment as shown on all permits to construct the encroachment, subject to the conditions contained in this Agreement; and

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto PERMITTEE, provided, however, that PERMITTEE performs and abides by the covenants and agreements herein contained.

The covenants and agreements by and between the CITY and PERMITTEE as a part of the consideration for this encroachment agreement are as follows:

SECTION 1. DEFINITIONS

For the purposes of this agreement, the following terms, phrases, words and their derivations shall have the meaning given herein unless otherwise defined by Federal or State law. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Communications Services means all services that PERMITTEE is authorized to provide under Law.

GUC means Greenville Utilities Commission.

Facilities includes, without limitation, cables, conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, surface location markers, utility poles, appurtenances, and related facilities to be located by the PERMITTEE in the Public Rights of Way of the CITY and used or useful for the provision of communications services it is authorized by law to provide.

NCDOT means North Carolina Department of Transportation.

LAW means any local, state or federal legislative, judicial or administrative order, certificate, decision statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement, as amended, now in effect or subsequently enacted or issued during the term of this Agreement, including, but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 70, codified at 47 U.S.C., and all orders, rules, tariffs, guidelines and regulations issued by the Federal Communications Commission or the North Carolina Utilities Commission pursuant thereto.

PUBLIC RIGHTS OF WAY or PUBLIC WAY means the surface, the airspace above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, utility easement hereafter held by the City or other public rights-of-way now or which shall entitle the CITY and PERMITTEE to the use thereof for the purpose of installing and maintaining small wireless facilities owned by the PERMITTEE. No reference herein to the "public way" shall be deemed to be a representation or guarantee by the CITY that its title to any property is sufficient to permit its use for such purpose, and PERMITTEE shall, by its use of such terms, be deemed to gain only such rights to use property in the CITY as the CITY may have the undisputed right and power to give or as granted by Federal or State law.

STATE means the State of North Carolina.

SECTION 2. GENERAL PROVISIONS

- a. Use of Public Rights of Way. For the purpose of installation, operation and maintenance of small wireless facilities, PERMITTEE may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the public streets and ways within the corporate limits of Greenville such cables, conduits, splice boxes, cabinets, hand holes, manholes, vaults, equipment, surface location markers, and other appurtenances as are necessary to the operation of the small wireless facilities provided, however, that, subject to applicable Law, PERMITTEE shall comply with all design, construction, safety, and performance provisions contained in this Agreement and other applicable local ordinances. The PERMITTEE accepts the City right-of-way "as is" and "where is" and assumes all risks related to the use. The CITY is not liable for any damage to Small Wireless Facility Equipment due to an event causing damage to the Small Wireless Facility Equipment except where such damage is caused by the sole negligence or willful misconduct of the CITY.
- b. Location of Public Rights of Way and Existing Utilities. It is the responsibility of PERMITTEE to determine the location of the public rights of way and utilities located thereof and to show the same on construction drawings. PERMITTEE shall notify other utility owners and provide protection and safeguards to prevent damage or interruption to existing facilities and to maintain accessibility to existing utilities. Cost to repair, restore, or relocate existing facilities due to this encroachment shall be the responsibility of PERMITTEE. To the extent applicable, PERMITTEE agrees to fully comply with Underground Utility Safety and Damage Prevention Act, Article 8A of Chapter 87 of the NCGS.
- c. Use of Areas Outside the Public Rights of Way. This Agreement only covers the encroachment over and upon the public rights of way of the public streets maintained by the CITY within the corporate limits of Greenville. PERMITTEE shall secure all necessary easements, permits, permission, or approval for encroachment or other use of property outside the CITY maintained right of ways. Upon request, PERMITTEE shall provide to the CITY documentation of the above mentioned easements, permits, permissions and encroachments or use of properties outside the public street rights of way maintained by the CITY.
- d. Police Powers. PERMITTEE's rights are subject to the police powers of the CITY to adopt and enforce ordinances for the health, safety and welfare of the public to extent allowed by law. Subject to applicable Law, PERMITTEE shall comply with all applicable general laws and ordinances enacted by the CITY pursuant to that power (for instance, City's noise ordinance).
- e. E-verify. If this agreement is subject to NCGS § 143-133.3, the PERMITTEE and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

SECTION 3. TERM

Term. The term of this Agreement is twenty (20) years (the "First Term"). At the end of the First Term, the Agreement shall automatically renew for successive one-year terms unless terminated by either party as provided herein or unless superseded by a new or amended agreement. Notwithstanding the foregoing, the grant of Permission to encroach shall become void, and this Agreement terminated, if the Applicant does not begin installation of the Facilities within one (1) year of the date of this Agreement (unless mutually agreed upon in writing by the parties) and thereafter diligently pursue installation to completion.

SECTION 4. CONSTRUCTION AND TECHNICAL STANDARDS

- a. Compliance with Construction and Technical Standards. PERMITTEE shall construct, install and maintain its small wireless facilities in an orderly and workmanlike manner and in a manner consistent with all laws, City ordinances, construction standards, current technological standards and governmental requirements, which standards are incorporated by reference herein.
- b. Tree Trimming Plan for Overhead Lines. After approval by the CITY of the small wireless facility, PERMITTEE shall submit to the CITY a tree trimming plan if required by the Director of Public Works for review and approval by the City Arborist.
- c. Structural Engineering Analysis. The PERMITTEE shall submit a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location. The PERMITTEE shall inspect the City right-of-way on which the PERMITTEE's Small Wireless Facility Equipment will be placed and shall base its determination of the suitability of the City right-of-way for PERMITTEE's purposes on such inspection, on a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location.
- d. Approval of Construction Plans. Prior to the placement or installation of any part of the PERMITTEE's facilities within public rights of way, PERMITTEE shall first submit to the Director of Public Works a Construction Plan, sealed by a Professional Engineer and/or Land Surveyor licensed in the State, including a concise description of the facilities proposed to be erected or installed, specifications, engineering drawings, and detailed plans indicating the proposed location of all such facilities and their relationship with existing utilities including the location of the right of way and all above and below ground structures located within the right of way. All permits issued by the CITY shall become part of this agreement.
- e. Pole Attachment. PERMITTEE shall provide the CITY with written verification of PERMITTEE's right to attach to poles along the path of the fiber optic cable when said poles are to be utilized, and that there is sufficient clearance for attachment.
- f. Identification of Facilities. All above ground structures shall be marked to identify the owner of the structure and emergency contact for the same.
- g. NCDOT Approval. PERMITTEE shall submit to the CITY written verification of approval of the PERMITTEE's final construction plans from the North Carolina Department of Transportation (NCDOT) where NCDOT right of ways are involved, and evidence of the coordination of construction with other utilities along PERMITTEE's facilities route. No placement or installation of any part of the PERMITTEE'S facilities shall be commenced by any person until construction permits and written approval has been issued by the Director of Public Works; provided further, that such permits and approval shall not be unreasonably withheld and action thereon shall be taken within a reasonable period of time as allowed by law.

- h. PERMITTEE shall provide the following to the Director of Public Works at least three (3) working days before the start of construction.
- (1) Application for a Right-of-Way Excavation & Restoration Permit
 - (2) Proposed schedule of operations.
 - (3) The name(s) and phone numbers of the project contact person(s).
 - (4) Tree trimming plan for overhead lines.
- i. Traffic Control Plan. PERMITTEE shall submit with the original application and coordinate with the City Traffic Engineer, a traffic control plan prepared in accordance with the Manual on Uniform Traffic Control Devices and amendments or supplements thereto (MUTCD) as published by the Federal Highway Administration at least forty-eight (48) hours prior to the start of construction. PERMITTEE shall install and maintain all traffic control devices in accordance with the plan and MUTCD. Street or lane closures shall be limited to the hours between 8:30AM and 4:30 PM, Monday-Friday or as approved by the City Traffic Engineer.
- j. Record Drawings. Within sixty (60) days after the completion of any construction activities of the small wireless facilities within the encroachment areas, PERMITTEE shall provide to the Director of Public Works copies of the record drawings, being two (2) printed copies along with a PDF file of the same, and a digital version compatible with ESRI GIS software.
- k. Requirement for Underground Installations. All installations that can practicably be placed underground shall be underground where feasible and shall be underground in those areas of the CITY where all utilities serving the area are underground at the time of installation. In areas where other utility facilities are above ground at the time of installation, PERMITTEE may install its service above ground on such facilities. All cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. At such time as all utilities and cable serving the area are required to be placed underground by the CITY or are placed underground, PERMITTEE shall likewise place its services underground without cost to the CITY.
- l. Applicable Standards. PERMITTEE shall at all times comply with the (1) applicable Federal, State and local regulations; and (2) the standards as set forth in this Agreement.
- m. Interference with Persons, Improvements, Public and Private Property and Utilities. PERMITTEE's small wireless facilities shall be located, erected and maintained so that such system shall:
- (1) Not endanger or interfere with the health, safety or lives of persons;
 - (2) Not interfere with the utilization of the right of way by the CITY or utilization by the GUC of the right of way or facilities maintained by GUC;
 - (3) Not interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction, repair or removal;
 - (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction, repair or removal; and

- (5) Not obstruct, hinder or interfere with any gas, electric, water or other utilities, cable, telecommunication or telephone facilities located within the CITY.

n. Excavation and Work in Public Streets; Application; Restoration; Damage.

- (1) Prior to the start of any permitted work under this agreement, the PERMITTEE shall make application for a Right-of-Way Excavation and Restoration Permit.
- (2) PERMITTEE shall install the cable by directional boring. PERMITTEE may excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfacing in or on any street, right-of-way, or public place as necessary for directional boring. Manholes and handholes shall not be visible in residential areas unless approved by the Director of Public Works who may require a route change. If authorized in writing by the Director of Public Works, sidewalks may be excavated for the placement of manholes and handholes.
- (3) Excavations or borings made by PERMITTEE under the public streets, rights-of-way or public places of the CITY, pursuant to this Agreement, shall be made in compliance with the ordinances and regulations of the CITY in effect at the time of such excavation.
- (4) Prior to any excavation in or boring under the public streets or rights-of-way of the CITY, PERMITTEE shall notify all utilities that may be affected by such excavation in or boring under the street, rights-of-way or property upon which the work is to be done, and the nature of the work to be performed. Additionally, the services of North Carolina One-Call may be used to notify its member utilities.
- (5) In situations deemed by the PERMITTEE to constitute an emergency involving a danger to the public health, safety and welfare, PERMITTEE shall notify the Director of Public Works of the nature and the location and of the potential hazard.
- (6) During the installation, repair or removal of PERMITTEE's facilities in or on any street, right of way or public place, PERMITTEE agrees to provide at all times proper signs, signal lights, flagmen, barricades, and other warning devices for the protection of pedestrian and vehicular traffic in conformance with the approved Traffic Control Plan and MUTCD.
- (7) PERMITTEE shall exercise due care in the operation, installation, alteration, repair or removal of its system. If any utility or property of the CITY or GUC, real or personal, is damaged, impaired or destroyed as a result of either the negligent or intentional acts of PERMITTEE, its employees, agents or persons operating under its direction, supervision or control, PERMITTEE shall be liable to the CITY for such damages, including but not limited to the cost to repair or replace the utility or property.
- (8) Immediately after PERMITTEE installs or repairs its system, PERMITTEE shall refill any excavations according to the technical specifications of the CITY. PERMITTEE shall restore and replace landscaping destroyed, disturbed, or damaged by such work in accordance with the technical specifications of the CITY and subject to the inspection of the Director of Public Works.
- (9) If the installation, alteration, repair or removal of the facilities in or on any street, right of way or public place requires the temporary removal of bricks, grates, trees or other property or

materials belonging to the CITY, PERMITTEE shall, until such materials are reinstalled, and in the exercise of due care, store said property or materials in a safe place satisfactory to the CITY to minimize the risk of damage or theft.

- (10) PERMITTEE shall preserve and protect all trees and shrubbery located within the streets, rights of way, and public places of the CITY from damage by PERMITTEE. PERMITTEE shall comply with the regulations of the CITY concerning the preservation and protection of trees and shrubs. PERMITTEE shall pay to the CITY the cost of treating, removing and replacing any tree or shrub on the streets, rights-of-way and public places of the CITY which has been damaged or destroyed as a result of the work of PERMITTEE.
- (11) Whenever the CITY, GUC, or NCDOT, or their successors or assigns, within the exercise of reasonable police power, for the benefit of the public safety, plan to widen, modify, close, relocate, grade or regrade any public street, sidewalk, or other public way, in, along, under or across, which PERMITTEE shall have installed any of its facilities, it shall be the duty of PERMITTEE, upon reasonable notice by the proper authority, and at no cost to the CITY, GUC, or NCDOT to remove or relocate as necessary its facilities.
- (12) PERMITTEE shall, on the request of any person holding a building moving permit issued by the CITY, temporarily raise or lower its lines to permit the moving of buildings. The expense of such temporary removal, raising or lowering of lines shall be paid by the person requesting the same, and PERMITTEE shall have the authority to require such payment in advance. PERMITTEE shall be given not less than fifteen (15) working days advance notice to arrange for such temporary line changes.
- (13) All necessary easements over and under private property, or encroachments upon NCDOT rights of ways, or railroad rights of way shall be acquired by PERMITTEE. The CITY neither promises nor contracts to obtain or acquire rights of way for the construction, installation, maintenance or operation of the PERMITTEE's system. PERMITTEE shall provide the CITY upon demand and within fifteen (15) days written verification of NCDOT's approval for the small wireless facility which encroaches upon NC's rights of way and owner approval for encroachments along any railroad or other rights of way or on private property.
- (14) Any damage to PERMITTEE's encroaching structure caused by the CITY's or GUC's use of its rights of way for construction or maintenance work in the ordinary course of its business, shall be borne by PERMITTEE except where such damage is caused by the sole negligence or willful misconduct of the CITY.
- (15) Removal and Abandonment.
 - a) If this Agreement is terminated and if PERMITTEE has no other legal right to keep its facilities in place, PERMITTEE agrees to promptly vacate and remove its above-ground facilities at its own expense, provided that the Director of the Department of Public Works may, at that time, agree in writing, upon the written request of PERMITTEE to allow abandonment of some or all of its above-ground facilities in place, if PERMITTEE will transfer ownership of any abandoned facilities to the CITY. PERMITTEE may abandon underground facilities in place.

- b) Should any removal or abandonment of facilities in place be approved by the Director of Public Works, PERMITTEE shall thereafter apply for and obtain any necessary permits.
- c) If any portion of the above-ground facilities covered under this Agreement are no longer used by the PERMITTEE, or are abandoned for a period in excess of 180 days, the PERMITTEE shall notify the CITY and shall vacate and remove the facilities at its own expense within a reasonable time.

SECTION 5. EMERGENCY CONTACTS

- a. Coordination of Emergency Events. In case of an emergency, CITY will act to protect the public health and safety of its citizens and to protect public and private property, notwithstanding any provision in this Agreement. In the event addressing the emergency impacts the Permittee's Small Wireless Facility Equipment, the CITY will make every reasonable effort to coordinate its emergency response with the PERMITTEE. PERMITTEE shall post on all Small Wireless Facility poles the emergency contact information of the PERMITTEE.
- b. Notice of Changes: PERMITTEE will keep emergency contact information current, and provide the Director of Public Works with information as to changes within a reasonable time.
- c. Response to Network Emergency: In case of a network emergency, PERMITTEE may access its Small Wireless Facility Equipment without first obtaining a permit to disturb the City right-of-way provided PERMITTEE has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, PERMITTEE shall conduct its activities within the City right-of-way in such a manner as to protect public and private property. PERMITTEE will make every reasonable effort to coordinate its emergency response with the CITY. To that end, prior to entering the City right-of-way, PERMITTEE will contact the Director and give notice to CITY of the network emergency and an estimated time period to address the situation.

SECTION 6. TRANSFER OF OWNERSHIP OR CONTROL

- a. No transfer of ownership or control of the small wireless facility shall occur unless approved by the CITY. A transfer of ownership or control of the small wireless facility shall comply with all applicable Federal, State and Local Laws. The PERMITTEE shall promptly notify the CITY of its intent to transfer ownership or control of the small wireless facility and shall provide the CITY with a true copy of all the documents relating to ownership transfer. The transferee is required to accept this Agreement and all of its terms, provisions, and any amendments at the time of transfer. Performance bond and letter of credit, insurance are required from the transferee before the transfer is complete. Notification to the CITY shall be as outlined herein. Notwithstanding anything herein to the contrary, PERMITTEE shall be permitted to transfer ownership and control of its facilities to any other entity with which it is affiliated through ownership (for example, a corporate parent, a subsidiary, or a subsidiary of a corporate parent) providing that such other entity undertakes all the obligations of PERMITTEE under this Agreement.

- b. Grant of Third Party Rights. Notwithstanding any provision in this Agreement to the contrary, the CITY agrees and acknowledges that PERMITTEE shall have the right to grant to third parties infeasible rights of use and/or a right to use its facilities, which are subject to the rights that have been granted to PERMITTEE under this Agreement and that such actions by PERMITTEE shall not constitute a transfer of ownership or control of the facilities or require the prior approval by the CITY.
- c. Restoration of Property. In removing its Small Wireless Network and associated facilities, PERMITTEE shall not excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfaces in or on any street, right-of-way or public place. PERMITTEE shall refill, at its own expense, any excavation and boring that shall be made by it and shall leave all public ways and places in as good a condition or better as that prevailing prior to PERMITTEE's removal of its facilities without affecting the electrical, television, telephone or other telecommunication cable, wires or attachments or the utilities. The CITY shall inspect and approve the condition of the public ways and public places and cables, wires, attachments, and poles after removal. The liability, indemnity, insurance, performance bond and letter of credit as provided herein shall continue in full force and effect during the period of removal until full compliance by PERMITTEE with the terms and conditions of this paragraph and this Agreement.
- d. Restoration by CITY; Reimbursement of Costs. In the event of a failure by PERMITTEE to complete any work required by c. above, or any other work required by CITY ordinance within the time as may be established and to the satisfaction of the CITY, the CITY may cause such work to be done and PERMITTEE shall reimburse the CITY the cost thereof within fifteen (15) days after receipt of an itemized list of such costs or the CITY may recover such costs through the performance bond provided by PERMITTEE. The CITY shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

SECTION 7. PERFORMANCE BOND, LETTER OF CREDIT, INSURANCE, AND INDEMNIFICATION

a. Performance Bond or Letter of Credit.

(1) At the time this Agreement is accepted, PERMITTEE shall deliver to the CITY:

- a) Letter of credit issued by a federally-insured banking institution in the amount of one hundred thousand dollars (\$100,000) or
- b) Performance bond issued by a surety licensed in North Carolina in the amount of \$100,000

The bond or letter of credit shall be a security fund. Failure to timely obtain, file and maintain said bond or letter of credit shall constitute a substantial violation within the meaning of this section.

(2) The security fund shall serve as security for:

- a) The faithful performance by PERMITTEE of all the terms and conditions of the Agreement;

- b) Any expenditure, damage or loss incurred by the CITY occasional by PERMITTEE's unexcused or uncured failure to comply with all lawful rules, regulations, orders, permits and other directives of the CITY issued pursuant to this Agreement; and
 - c) The payment by PERMITTEE of all liens and taxes, and all damages, claims, costs or expenses which the CITY has been compelled to pay or incur by reason of any act or default of PERMITTEE, and all other payments due the CITY from PERMITTEE pursuant to this Agreement.
 - d) The costs and expenses incurred by the CITY as a result of PERMITTEE's abandonment of the small wireless facility at any time during the term of the Agreement or any extension thereto; or
- (3) If PERMITTEE fails to repay to the CITY any damages, costs or expenses which the CITY shall be compelled to pay by reason of any act or default of PERMITTEE in connection with this Agreement, the CITY may then demand payment from the security fund.
 - (4) The letter of credit shall be issued to the City of Greenville and shall be made payable upon a draft submitted by the CITY and accompanied by the written statement of an appropriately authorized official for the CITY that payment is due the CITY under the terms of this Agreement as a result of a default by PERMITTEE. The CITY shall be the beneficiary under the performance bond. PERMITTEE shall not use the security fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose. During the term of the Agreement, the letter of credit shall be maintained in the amount of one hundred thousand dollars (\$100,000), or the performance bond shall be maintained in the amount of one hundred thousand dollars (\$100,000).

b. Insurance.

- (1) All Certificates of Insurance must be furnished before work begins. A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.
- (2) PERMITTEE shall immediately advise the CITY of any litigation arising out of this Agreement that may develop that would affect this insurance.
- (3) Neither the provisions of this section nor any damages recovered by the CITY hereunder shall be construed or limit the liability of PERMITTEE under the Agreement or for damages.
- (4) PERMITTEE shall provide at least 30 days' prior written notice to CITY of cancellation or non-renewal of any required coverage that is not replaced.
- (5) All insurance policies provided under the provisions of this ordinance or the Agreement shall be written by companies authorized to do business in the State of North Carolina and approved by the State Commissioner of Insurance.
- (6) PERMITTEE shall include the City of Greenville as an Additional Insured to the General Liability and Automobile Liability policies including those of its subcontractors while working hereunder.

(7) **Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The form of coverage must be the ISO CG 00 01 policy or equivalent as approved by the State of North Carolina Department of Insurance. Certificates evidencing ongoing completed operations coverage shall be provided for at least two years following the termination or expiration of this Agreement.

(8) **Commercial Automobile Liability:**

Limits:

\$1,000,000 combined single limit.

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

(9) **Workers' Compensation Insurance:**

Limits:

Workers Compensation: Statutory for the State of North Carolina

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee.

Workers Compensation must include all employees.

(10) **Umbrella Liability:**

An Umbrella or excess Liability policy covering General Liability, Automobile Liability and Employers Liability with a minimum limit of \$10,000,000 is required. PERMITTEE may use any combination of primary and excess to meet required total limits.

Notwithstanding the forgoing, PERMITTEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event PERMITTEE elects to self-insure its obligation under this Agreement to include CITY as an additional insured, the following conditions apply: (i) CITY shall promptly and no later than thirty (30) days after notice thereof provide PERMITTEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide PERMITTEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) CITY shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of PERMITTEE; and (iii)

CITY shall fully cooperate with PERMITTEE in the defense of the claim, demand, lawsuit, or the like.

c. Indemnification.

- (1) To the maximum extent allowed by law, the PERMITTEE shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this agreement as a result of acts or omissions of the PERMITTEE or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection (1) the PERMITTEE shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to the City.
- (2) Definitions. As used in subsections (1) above and (3) below –
“Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this agreement). “Indemnitees” means City and GUC, and their officers, officials, independent contractors, agents, and employees, excluding the PERMITTEE.
- (3) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this agreement.
- (4) Survival. This section shall remain in force despite termination of this agreement (whether by expiration of the term or otherwise) and termination of the services of the PERMITTEE under this agreement.
- (5) Limitations of the PERMITTEE’s Obligation. If this section is in, or is in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection (1) above shall not require the PERMITTEE to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

SECTION 8. NOTICES

Except as otherwise provided herein, all notices from PERMITTEE to the CITY pursuant to this Agreement shall be to the City Manager or his/her designee as follows:

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

And to PERMITTEE

Area Manager, Network Engineering
New Cingular Wireless PCS, LLC
4100 S. Stream Blvd.
Charlotte, North Carolina 28217

With a copy to

New Cingular Wireless PCS, LLC Network Legal
208 S. Akard St.
Dallas, Texas 75202

PERMITTEE shall maintain with the CITY a telephone number and an address for service of notices by mail. PERMITTEE shall be required to advise the CITY of such addresses and telephone numbers and any changes thereof.

SECTION 9. FAILURE OF CITY TO ENFORCE THIS AGREEMENT, NO WAIVER OF THE TERMS THEREOF

PERMITTEE shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the CITY upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 10. SEVERABILITY

- a. **Invalidity.** If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on PERMITTEE and the CITY.

- b. Court Action. Notwithstanding anything to the contrary, in the event that any court, agency, commission, legislative body or other authority of competent jurisdiction (i) declares any section, deemed by the CITY to be material, invalid, in whole or in part, or (ii) requires PERMITTEE either to (a) perform any act which is inconsistent with any section deemed by the CITY to be material; or (b) cease performing any act deemed by the CITY to be material, the CITY shall so notify PERMITTEE and the CITY and PERMITTEE shall, in good faith, renegotiate that term or those terms of this Agreement.

SECTION 11. RIGHTS CUMULATIVE

All rights and remedies given to the CITY and PERMITTEE by this Agreement shall be in addition to and cumulative with any and all other rights or remedies, existing or implied, now or hereafter available to the CITY and PERMITTEE, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Agreement or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY and PERMITTEE and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST

Carol L. Barwick, City Clerk

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: _____
AT & T Mobility Corporation, Manager

APPROVED AS TO FORM:

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.

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

RECOMMENDED:

Kevin Mulligan, Public Works Director

State of North Carolina
County of Pitt

I, _____, a Notary Public of said County and State, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by the Mayor, P.J. Connelly, sealed with corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of June, 2018.

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

State of _____

County of _____

I, _____, a notary public in and for the aforesaid county and state, certify that _____ personally (1) appeared before me this day, (2) stated that he or she is a manager of **NEW CINGULAR WIRELESS PCS, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, (3) acknowledged that the foregoing agreement with the City of Greenville carries on in the usual way the company's business, and (4) acknowledged the due execution of the contract on behalf of the company. This the _____ day of _____, 2018.

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item:

Right-of-Way Encroachment Agreement with Moye-Corp, LLC

Explanation:

Abstract: The City has received a request from Moye-Corp, LLC, to encroach over and upon the public street right-of-way at 100 E. Fourth Street for the construction of an awning above the entry door.

Explanation: For City Council's consideration is the Right of Way Encroachment Agreement setting out the terms by which Moye-Corp, LLC, can encroach at 100 E. Fourth Street for the construction of an awning above the entry door located about 115' east of Evans Street. The awning will be 8'-4" above the sidewalk and project 2'-4" from the face of the building. The awning is wood frame construction with a copper roof. Attachment "A" to the agreement shows the details of the encroachment.

No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

Fiscal Note:

No fiscal impact is anticipated with this action.

Recommendation:

City Council approve the right-of-way encroachment agreement permitting Moye-Corp, LLC, to encroach over and upon the public street right-of-way at 100 E. Fourth Street for the construction of an awning.

ATTACHMENTS:

- ☐ Encroachment Agreement

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville
PO Box 7207
Greenville, NC 27834

Right of Way Encroachment Agreement
100 E. Fourth Street, Parcel 38900

THIS AGREEMENT made and entered into this the 11th day of June, 2018, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and **MOYE-CORP, LLC**, previous legal name, M & S. Properties, LLC, a North Carolina Limited Liability Corporation with principle address: 310 South Evans Street, P.O. Box 1704, Greenville, NC 27835, Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

WITNESSETH

THAT WHEREAS the OWNER of the property located at 401 Evans, acquired by deed recorded in Book 3529, Page 735, in the Pitt County Register of Deeds, desires to encroach over the public right of way of the public street designated as 100 E. Fourth Street with an Awning to be attached to and become part of the structure located thereon, with said encroachment as shown on Attachment "A"; and,

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of ways as indicated on attachment "A", subject to the conditions of this Agreement; and,

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street, sidewalks, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure shall be borne by the OWNER, including but not limited to the following:
 - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
 - b. Repairing any damage to the existing curbing or sidewalks.
 - c. Repairing any damage to facilities maintained by Greenville Utilities Commission.
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure. The Owner's duty to indemnify includes at its sole expense defending City with legal counsel reasonably acceptable to City.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.
9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

10. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and license granted herein, in its sole discretion, by giving at least thirty (30) days written notice to the current property owner.

IT IS UNDERSTOOD AND AGREED that the OWNER has the right to assign, transfer and convey their interest in this agreement to its heirs, executors, administrators, licensees, successors, and assigns, as this agreement runs with the property; and this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement or at such time as the encroachment shown in Attachment "A" is removed.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

MOYE-CORP, LLC

(Seal)
Morris J. Moye, Jr.
Managing Member

CITY OF GREENVILLE

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

RECOMMENDED:

Kevin Mulligan, P.E., Director of Public Works

State of North Carolina
County of Pitt

I, _____, Notary Public of said County and State, do hereby certify that Morris J. Moye, Jr., Managing Member, of MOYE-CORP, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2018.

Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

State of North Carolina
County of Pitt

I, Polly Jones, a Notary Public of said County and State, do hereby certify that Carol L. Barwick, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by the Mayor, P.J. Connelly, sealed with corporate seal, and attested by herself as its City Clerk.

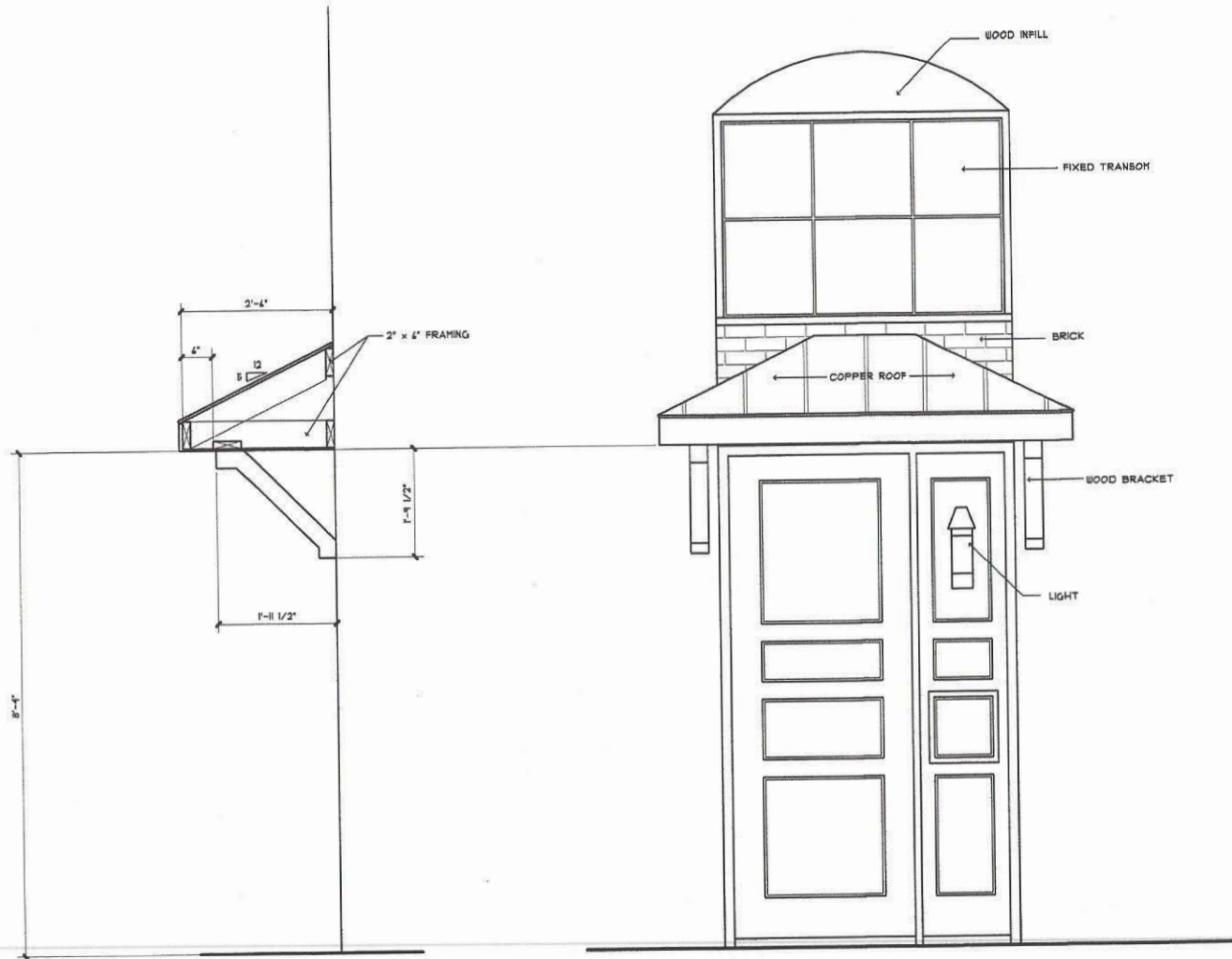
WITNESS my hand and Notarial Seal, this the 11th day of June, 2018.

Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

Attachment "A"



SECTION
SCALE: 3/4"=1'-0"

ELEVATION
SCALE: 3/4"=1'-0"

TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE DESIGNER HAS COMPLIED WITH ALL CITY, STATE AND FEDERAL BUILDING CODES IN EFFECT AT THE TIME OF DESIGN.

ALTHOUGH EVERY RESPONSIBLE ENGINEER HAS BEEN CAREFUL TO AVOID SUCH OCCURRENCES, VERIFY ALL CONDITIONS, ORDINANCES, BYLAWS AND SPECIFICATIONS PRIOR TO CONSTRUCTION.

ANY SUCH ABOVE DISCREPANCIES SHOULD BE REPORTED TO THE DESIGNER IMMEDIATELY BEFORE CONSTRUCTION.

THE DESIGNER SHALL NOT BE HELD LIABLE FOR ANY DESIGN ERRORS AFTER CONSTRUCTION BEGINS.

ALL DIMENSIONS SHALL BE READ OR CALCULATED AND NEVER ASSUMED.

THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM THE USE OF THIS DRAWING, EXCEPT FOR NEGLIGENCE OR IN THE EVENT OF A MAJOR DISCREPANCY IN THE WORK OR FAILURE TO FOLLOW INSTRUCTIONS.

EACH AND EVERY SITE CONDITION SHALL VERIFY WITH ALL APPLICABLE AND LOCAL ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COMPLIANCE WITH ALL CITY, STATE AND FEDERAL BUILDING CODES IN EFFECT AT THE TIME OF DESIGN.

COPYRIGHT © ENLOS DESIGN

DATE 05/02/18
SCALE AS NOTED
DRAWN BY J. WINSLOW

WINSLOW DESIGN
CUSTOM HOME PLAN · DRAFTING SERVICES

103-B Oakmont, Dr.
Greenville, NC 27638
Office: 1221 630-1824

KHOURY
100 4TH STREET
GREENVILLE, NORTH CAROLINA

SHEET 1
OF

2/2



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Right-of-Way Encroachment Agreement with Greenville Theatre Ventures, LLC

Explanation: **Abstract:** The City has received a request from Greenville Theatre Ventures, LLC, to encroach over and upon the public street right-of-way at 110 W. Fifth Street for the construction of a theatre marquee.

Explanation: For City Council's consideration is the Right of Way Encroachment Agreement setting out the terms by which Greenville Theatre Ventures, LLC, can encroach over the public street rights-of-way at 110 W. Fifth Street. The encroachment is a theater marquee (sign) to be attached to the building about 12' above the existing sidewalk and projecting 5' from the existing face of the building. Attachment "A" to the agreement shows the details of the encroachment.

No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

Fiscal Note: No fiscal impact is anticipated with this action.

Recommendation: City Council approve the right-of-way encroachment agreement permitting Greenville Theatre Ventures, LLC, to encroach over and upon the public street right-of-way at 110 W. Fifth Street for the construction of a theatre marquee.

ATTACHMENTS:

- ▣ Theatre Marquee Encroachment Agreement

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville
PO Box 7207
Greenville, NC 27834

Right of Way Encroachment Agreement
110 W. Fifth Street, Parcel 07085

THIS AGREEMENT made and entered into this the 11th day of June, 2018, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and **GREENVILLE THEATRE VENTURES, LLC**, a North Carolina Limited Liability Corporation with principle address: 805 N. West Street, Raleigh, NC 27603, Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

WITNESSETH

THAT WHEREAS, the OWNER of the property located at 110 W. Fifth Street, acquired by deed recorded in Book 3508, Page 864, in the Pitt County Register of Deeds, desires to encroach over the public right of way of the public street designated as W. Fifth Street with a Marquee to be attached to and become part of the structure located thereon, with said encroachment being shown on Attachment "A"; and,

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of ways as indicated on attachment "A", subject to the conditions of this Agreement; and,

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street, sidewalks, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure shall be borne by the OWNER, including but not limited to the following:
 - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
 - b. Repairing any damage to the existing curbing or sidewalks.
 - c. Repairing any damage to facilities maintained by Greenville Utilities Commission.
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure. The Owner's duty to indemnify includes at its sole expense defending City with legal counsel reasonably acceptable to City.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.
9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

10. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and license granted herein, in its sole discretion, by giving at least thirty (30) days written notice to the current property owner.

IT IS UNDERSTOOD AND AGREED that the OWNER has the right to assign, transfer and convey their interest in this agreement to its heirs, executors, administrators, licensees, successors, and assigns, as this agreement runs with the property; and this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement or at such time as the encroachment shown in Attachment "A" is removed.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

GREENVILLE THEATRE VENTURES, LLC

(Seal)
Mark Thompson
Managing Member

CITY OF GREENVILLE

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

RECOMMENDED:

Kevin Mulligan, P.E., Director of Public Works

State of North Carolina
County of Pitt

I, _____, Notary Public of said County and State, do hereby certify that Mark Thompson, Managing Member, of Greenville Theatre Ventures, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2018.

Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

State of North Carolina
County of Pitt

I, Polly Jones, a Notary Public of said County and State, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by the Mayor, P.J. Connelly, sealed with the corporate seal, and attested by herself as its City Clerk.

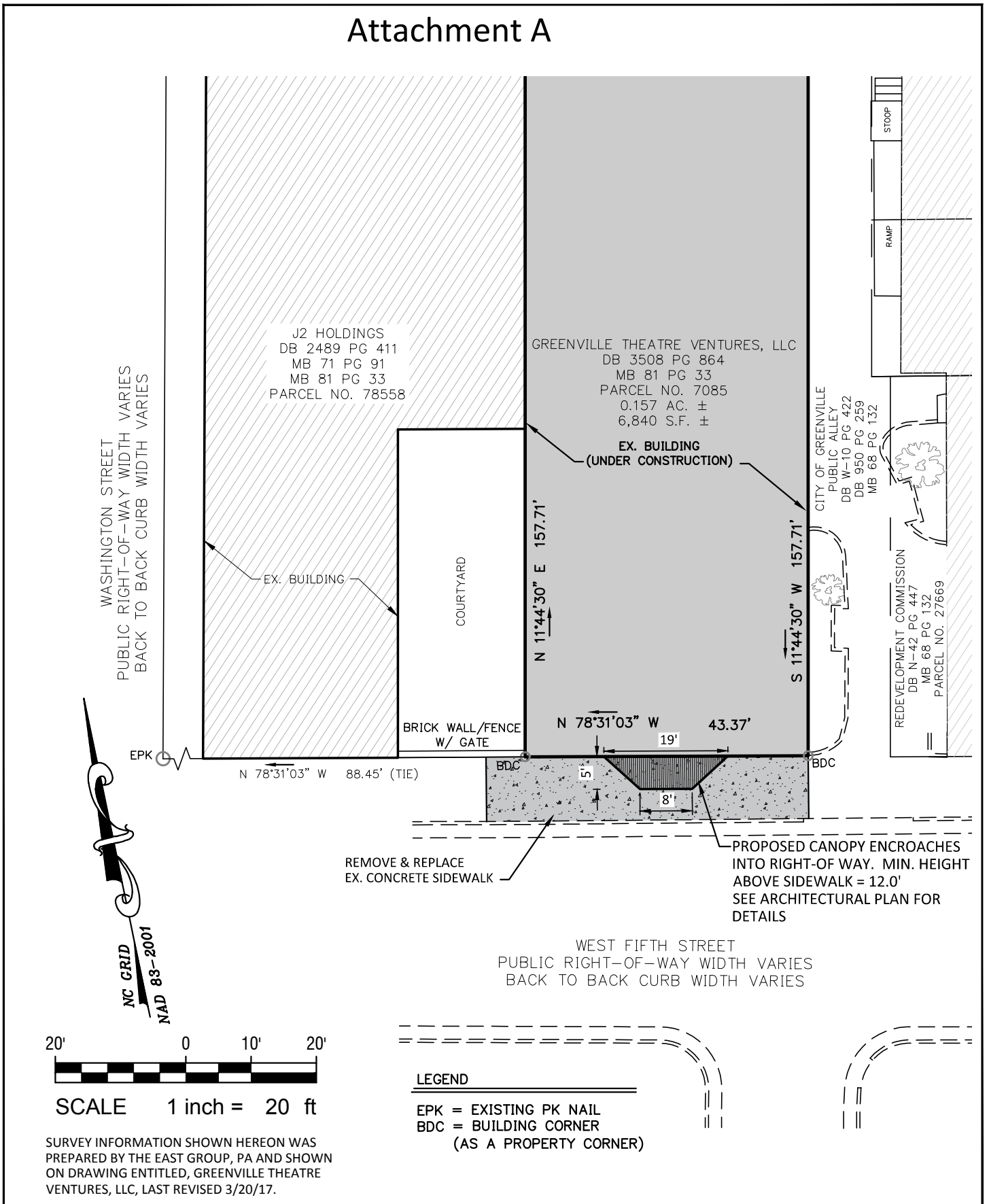
WITNESS my hand and Notarial Seal, this the 11th day of June, 2018.

Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

Attachment A



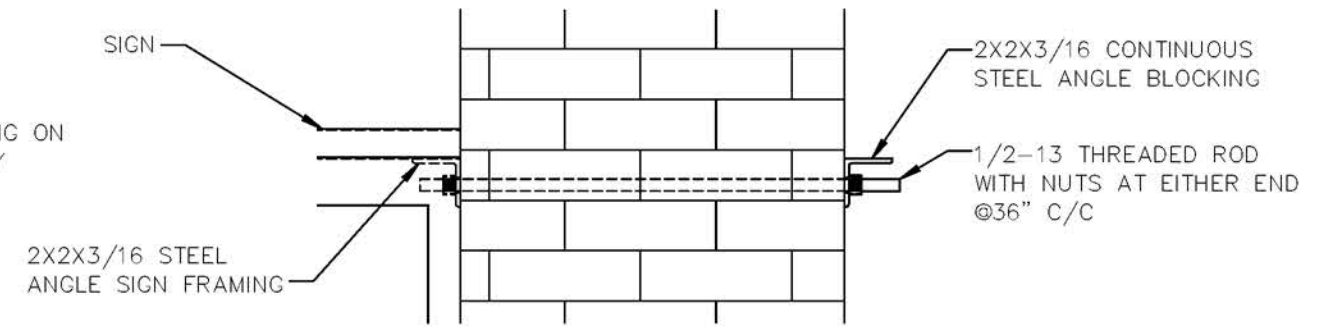
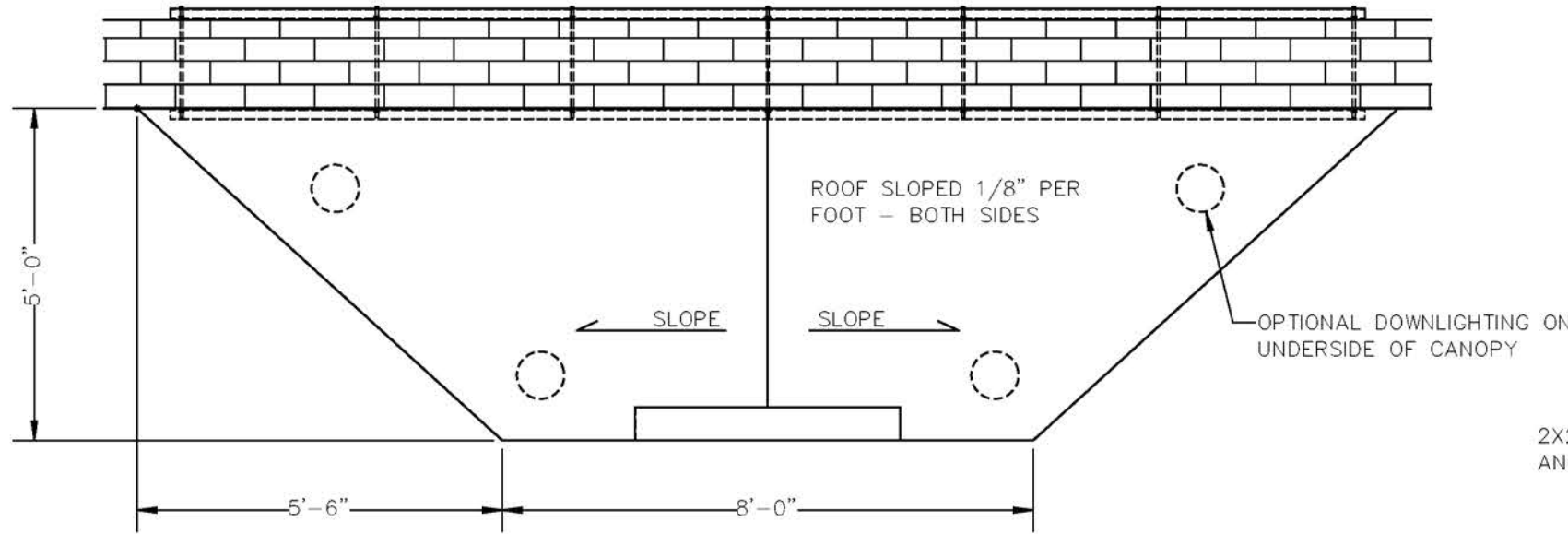
References:	Drawn By: STA	 <small>NC License: P-1199</small> ARK CONSULTING GROUP, PLLC <small>ENGINEERS & PLANNERS</small> 2755-B Charles Blvd. Greenville, NC 27858	CANOPY ENCROACHMENT EXHIBIT	
Project No.: 17018	Checked By: STA		STATE THEATRE	
Dwg No.: D-1105	Scale: 1" = 20'		REHABILITATION & ADAPTIVE RE-USE	
Sheet: C-1	Date: 05/16/2018		City of Greenville, Pitt County, North Carolina	Sheet 1 of 1

D:\Dropbox (Ark Consulting Group)\01 - Ark Projects\Active Projects\CommunitySmith\17018 - Greenville Uptown Theater\01 - Greenville Uptown Theater\Drawings\03 - Final Drawings\03 - Final Drawings\D-1105 - Uptown Theatre Sign Plan.DWG, 1 Site, Eric Webb, Wed May 16, 2018 at 2:17pm

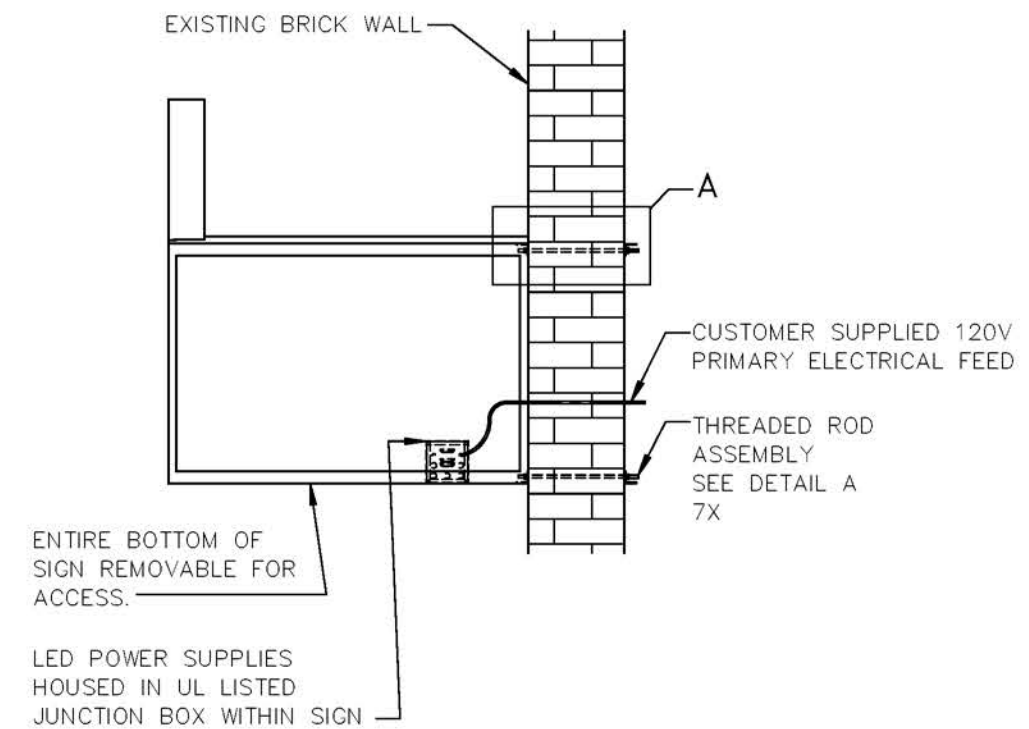
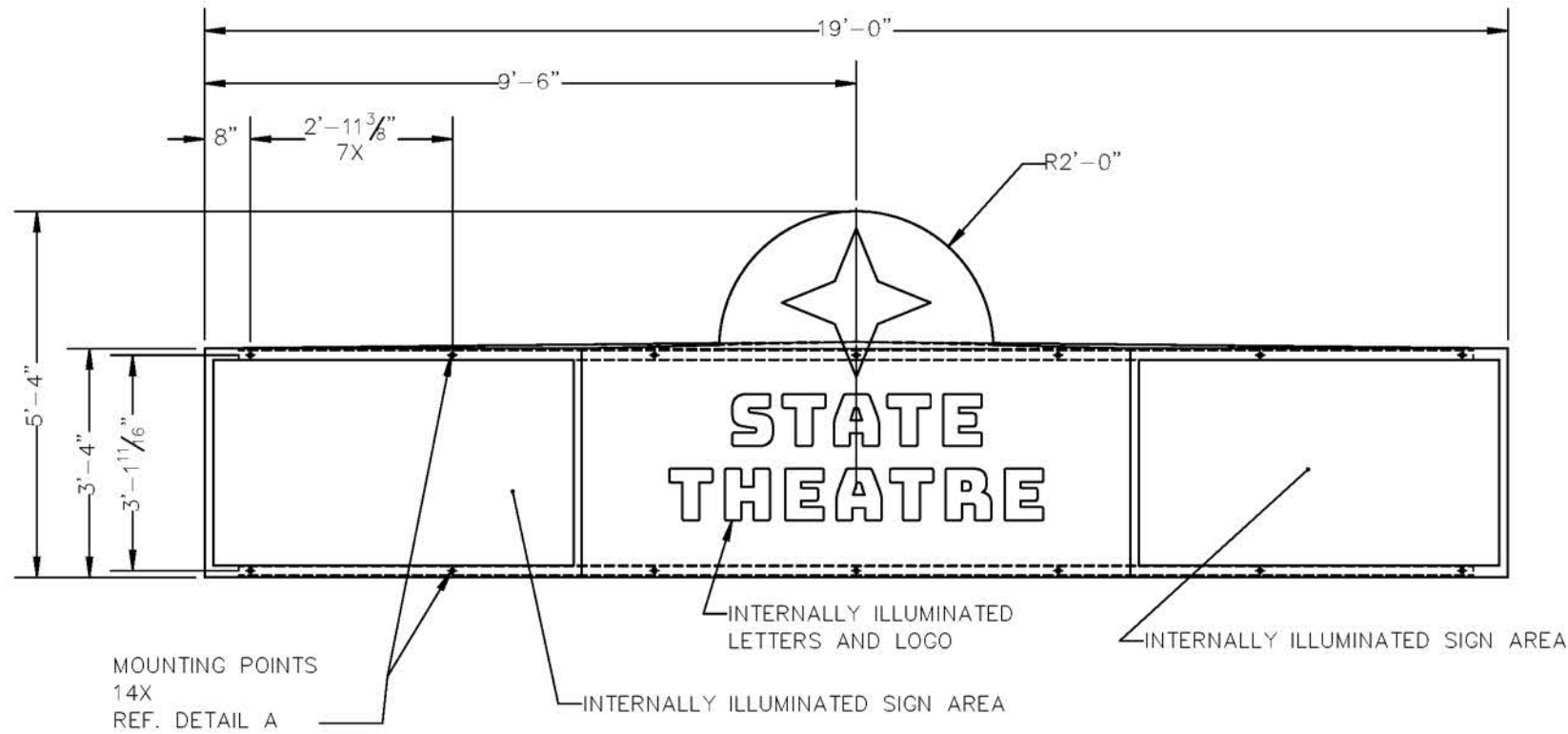
REV.	DESCRIPTION	DATE	BY
B	NOTES, OPTIONAL LIGHTING, REMOVABLE BOTTOM	5/14/2018	GM

Attachment A

REFERENCE DESIGN ARTWORK FOR ALL AESTHETIC MATERIAL DETAILS



DETAIL A
SCALE 1 : 8



NOTES:

1. REF. SEALED ENGINEERED DRAWING DATED MAY 13, 2018
2. REF. DESIGN DRAWING FOR INTERNAL LIGHTING AND FINISH SPECIFICATIONS.
3. LIGHTING ELEMENTS ADDED TO SIGN AFTER INSTALLATION ARE NOT THE RESPONSIBILITY OF CAPITAL SIGN SOLUTIONS. ALL PENETRATIONS MUST BE PROPERLY SEALED TO PREVENT WATER INTRUSION.
4. SIGN NOT TO EXCEED 700LBS.

ELECTRICAL DATA	
VOLTS	120V PRIMARY / 12V SECONDARY
TOTAL AMPS	3.6 AMPS MAX
CIRCUITS	1
VISIBLE DISCONNECTS	1
POWER SUPPLIES	(3) @ 1.2AMPS EACH



CAPITAL SIGN SOLUTIONS

5800 McHines Place, Suite 110, Raleigh, NC 27616
919-789-1452

CLIENT	STATE THEATRE
PROJECT	CANOPY SIGN GREENVILLE, NC
TITLE	INSTALLATION AND ELECTRICAL REQUIREMENTS
DRAWN BY	DATE
GM	04/26/18
JOB NUMBER	REV
State Theatre	B
SCALE	SHEET
1:32	1 OF 1



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Right-of-Way Encroachment Agreement with the State of North Carolina for the benefit of East Carolina University's new Student Services Building

Explanation: **Abstract:** The City has received a request from the State of North Carolina, for the benefit of East Carolina University, to encroach over and upon the public street right-of-way of E. Third Street and E. Fourth Street with a building footer and roof overhang, and over and upon the public street right-of-way of Reade Circle with a decorative retaining wall. The encroachments are necessary for the construction of the new Students Services Building and parking deck to encompass the block bound on the north by E. Third Street, on the east by Reade Circle, on the south by E. Fourth Street, and on the west by Cotanche Street.

Explanation: For City Council's consideration is the Right of Way Encroachment Agreement setting out the terms by which the State of North Carolina, for the benefit of East Carolina University, can encroach over the public street rights-of-ways. Attachment "A" to the agreement shows the details of the encroachment.

No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

Fiscal Note: No fiscal impact is anticipated with this action.

Recommendation: City Council approve the right-of-way encroachment agreement permitting the State of North Carolina, for the benefit of East Carolina University, to encroach over and upon the public street right-of-way of E. Third Street and E. Fourth Street with a building footer and roof overhang, and over and upon the public street right-of-way of Reade Circle with a decorative retaining wall.

ATTACHMENTS:

▣ ECU State of NC Encroachment Agreement

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville
PO Box 7207
Greenville, NC 27834

Right of Way Encroachment Agreement
East Carolina Student Services Building

THIS AGREEMENT made and entered into this the 11th day of June, 2018, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and the **STATE OF NORTH CAROLINA**, for the use and benefit of East Carolina University, C/O State Property Office, 116 W. Jones Street, Raleigh, North Carolina, 27603, Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

WITNESSETH

THAT WHEREAS, the OWNER of the property being bound on the north by E. Third Street, on the east by Reade Circle, on the south by E. Fourth Street and on the west by Cotanche Street, desires to encroach over the public right of ways of the aforementioned public streets with a building foundation, roof overhang, and decorative retaining wall, with said encroachments being shown on Attachment "A"; and,

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of ways as indicated on attachment "A", subject to the conditions of this Agreement; and,

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

{00071624 }

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street, sidewalks, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure shall be borne by the OWNER, including but not limited to the following:
 - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
 - b. Repairing any damage to the existing curbing or sidewalks.
 - c. Repairing any damage to facilities maintained by Greenville Utilities Commission.
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The State of North Carolina, of which Owner is an agency, is an immune sovereign and is not ordinarily subject to suit in tort. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State and its agencies, including Owner, may be primarily liable for the torts of their officers, employees, and agents within the terms of the Act. Accordingly, notwithstanding any other provision herein, to the extent that the Tort Claims Act applies, the State's and Owner's liabilities hereunder are limited and subject to the terms, conditions, defenses and limitations set forth in the Tort Claims Act.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.
9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

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10. Notwithstanding any other provision of this Agreement, the CITY, or GUC, for the benefit of the public safety, plan to widen, modify, close, relocate, grade or regrade Reade Street or any utilities located therein, within the area of the decorative retaining wall, and upon of at least thirty (30) days written notice to the OWNER, the OWNER shall remove the decorative retaining wall at no cost to the CITY or GUC.
11. To the extent this Agreement is construed as conveying an easement to the Owner, such easement does not require consideration, pursuant to N.C. Gen. Stat. § 160A-274 in that both parties are units of government. This Agreement shall not be effective until Owner receives the approval of the Department of Administration pursuant to N.C. Gen. Stat. § 160A-274(c).

IT IS UNDERSTOOD AND AGREED that the OWNER has the right to assign, transfer and convey their interest in this agreement to its heirs, executors, administrators, licensees, successors, and assigns, as this agreement runs with the property; and this Agreement shall become null and void at such time as the encroachment shown in Attachment "A" is removed.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

EAST CAROLINA UNIVERSITY

_____ (Seal)
 William Bagnell Associate Vice Chancellor for
 Campus Operations

CITY OF GREENVILLE

 P.J. Connelly, Mayor

ATTEST:

 Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

RECOMMENDED:

Kevin Mulligan, P.E., Director of Public Works

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

State of North Carolina
County of Pitt

I, _____, Notary Public of said County and State, do hereby certify that William Bagnell, personally appeared before me this day and acknowledged he is the Associate Vice Chancellor for Campus Operations of East Carolina University, and that by authority duly given, he signed the foregoing instrument for and on behalf of East Carolina University.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2018.

Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

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State of North Carolina
County of Pitt

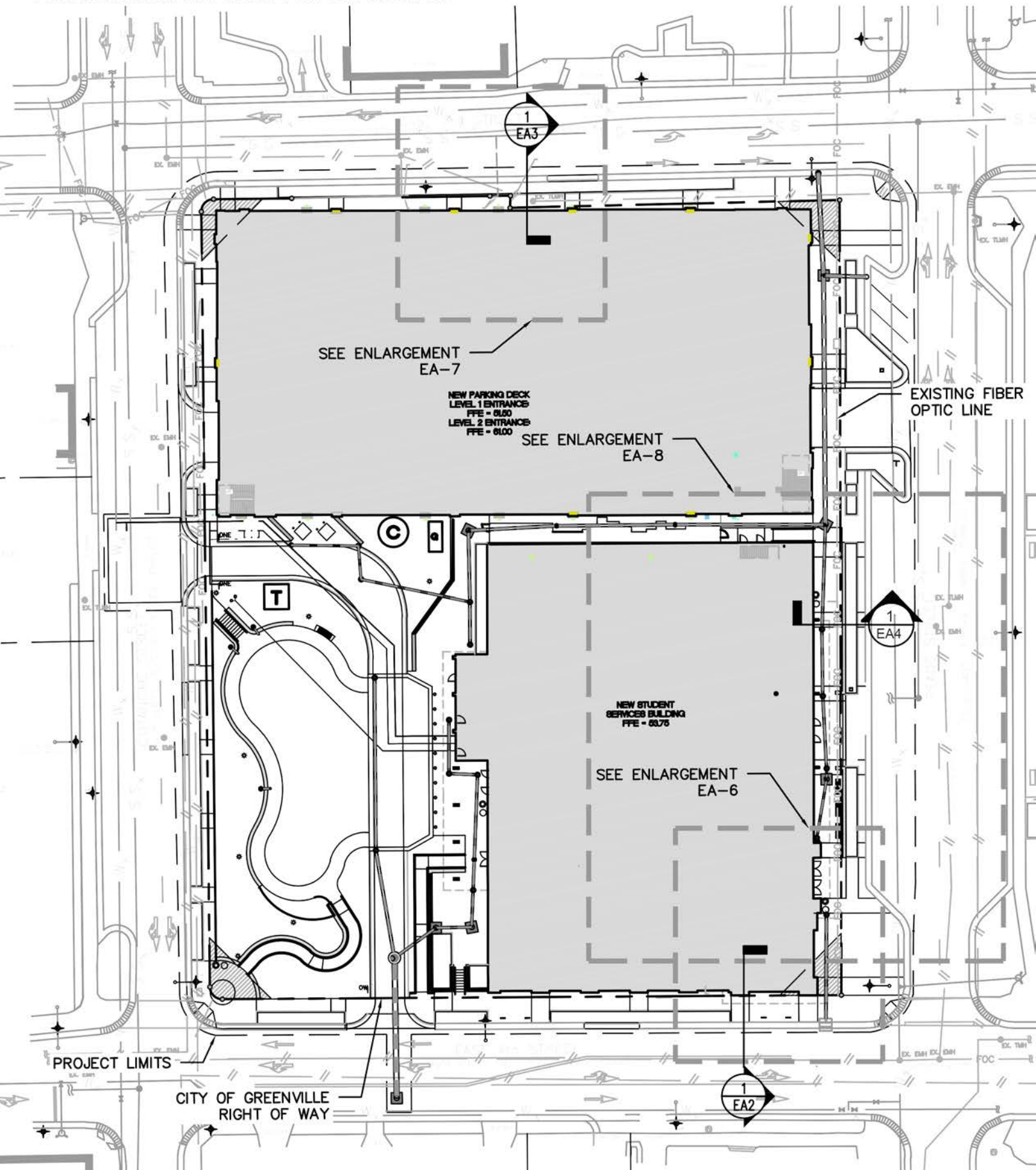
I, Polly Jones, a Notary Public of said County and State, do hereby certify that Carol L. Barwick, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by the Mayor, P.J. Connelly, sealed with corporate seal, and attested by herself as its City Clerk.

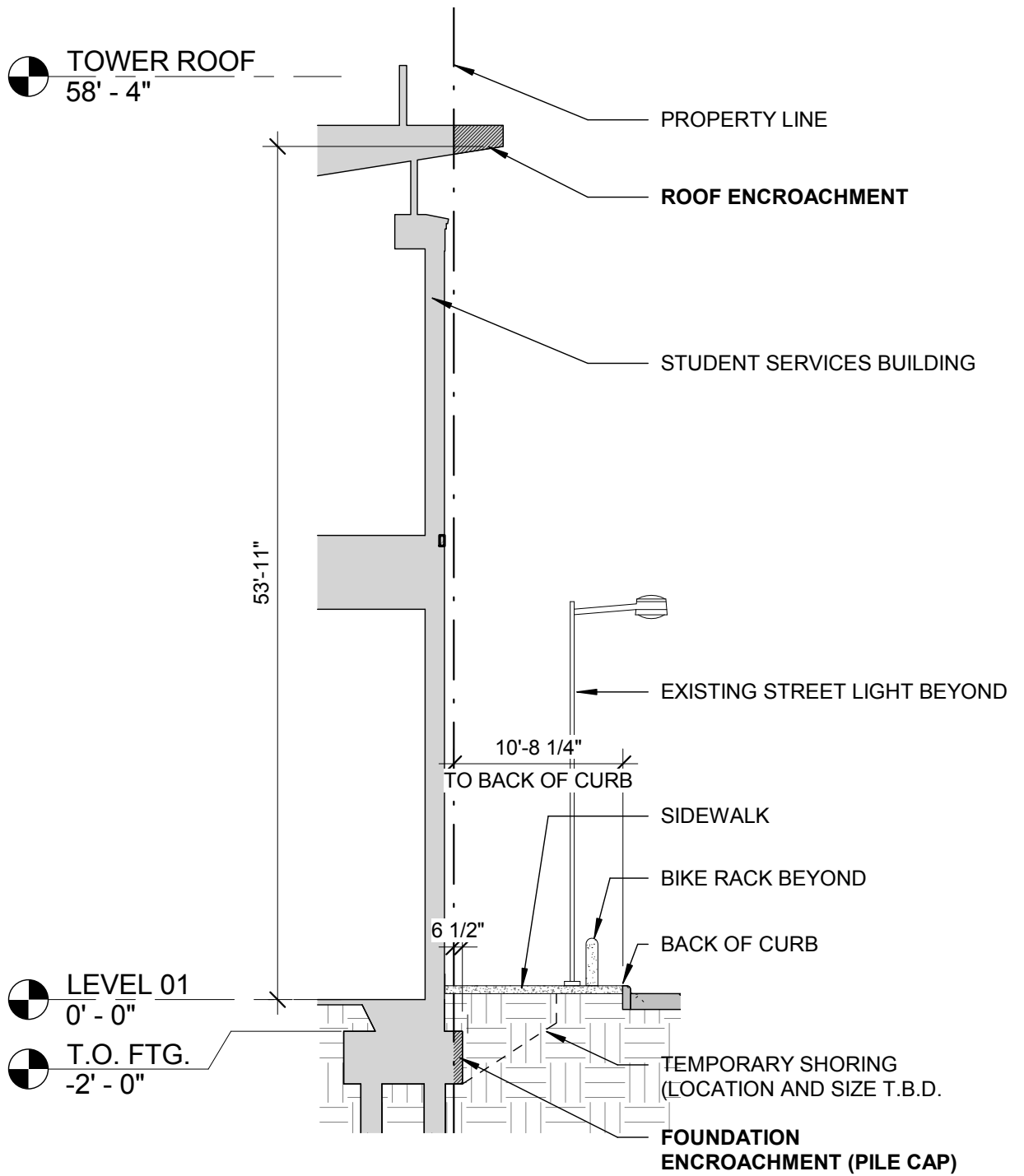
WITNESS my hand and Notarial Seal, this the 11th day of June, 2018.

Notary Public

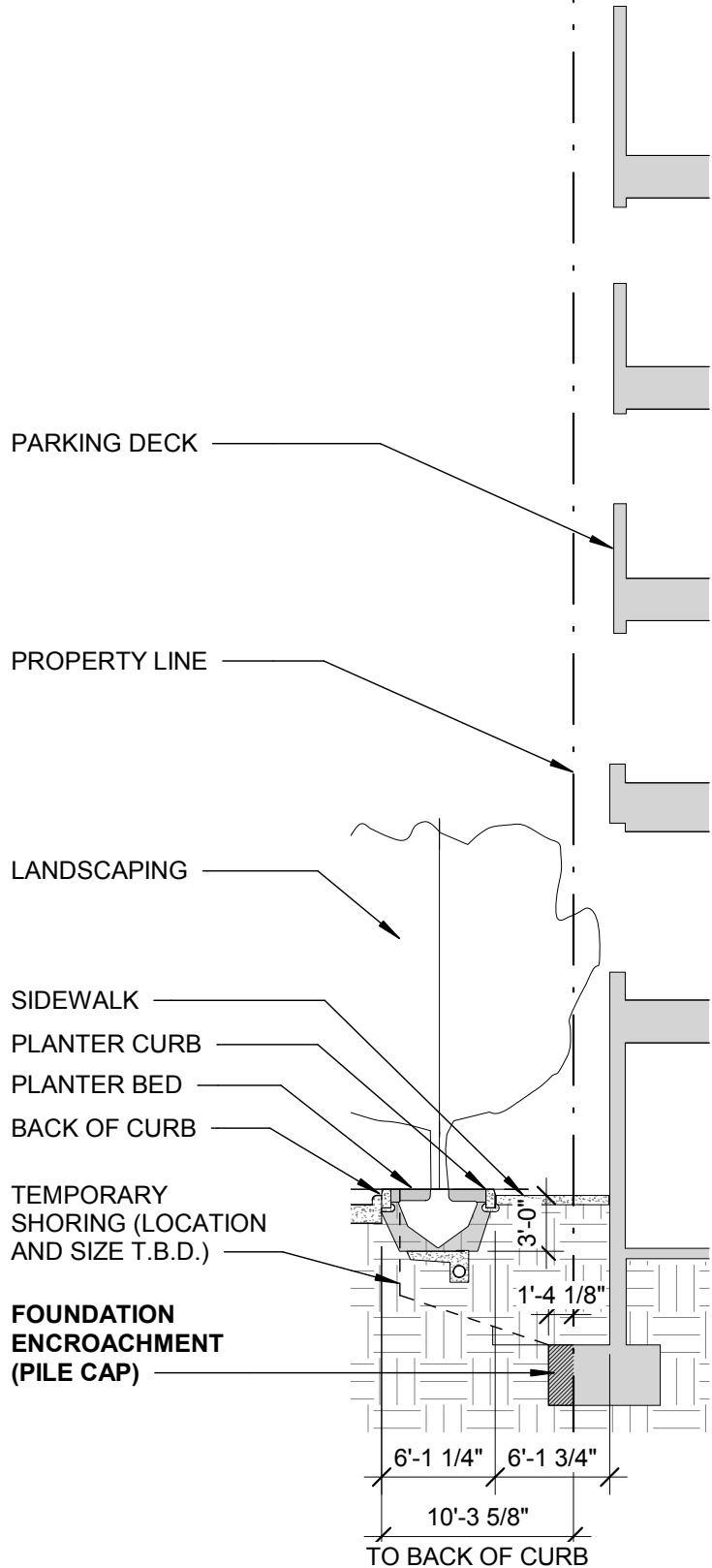
(Print or Type Name of Notary Here)

My Commission Expires: _____

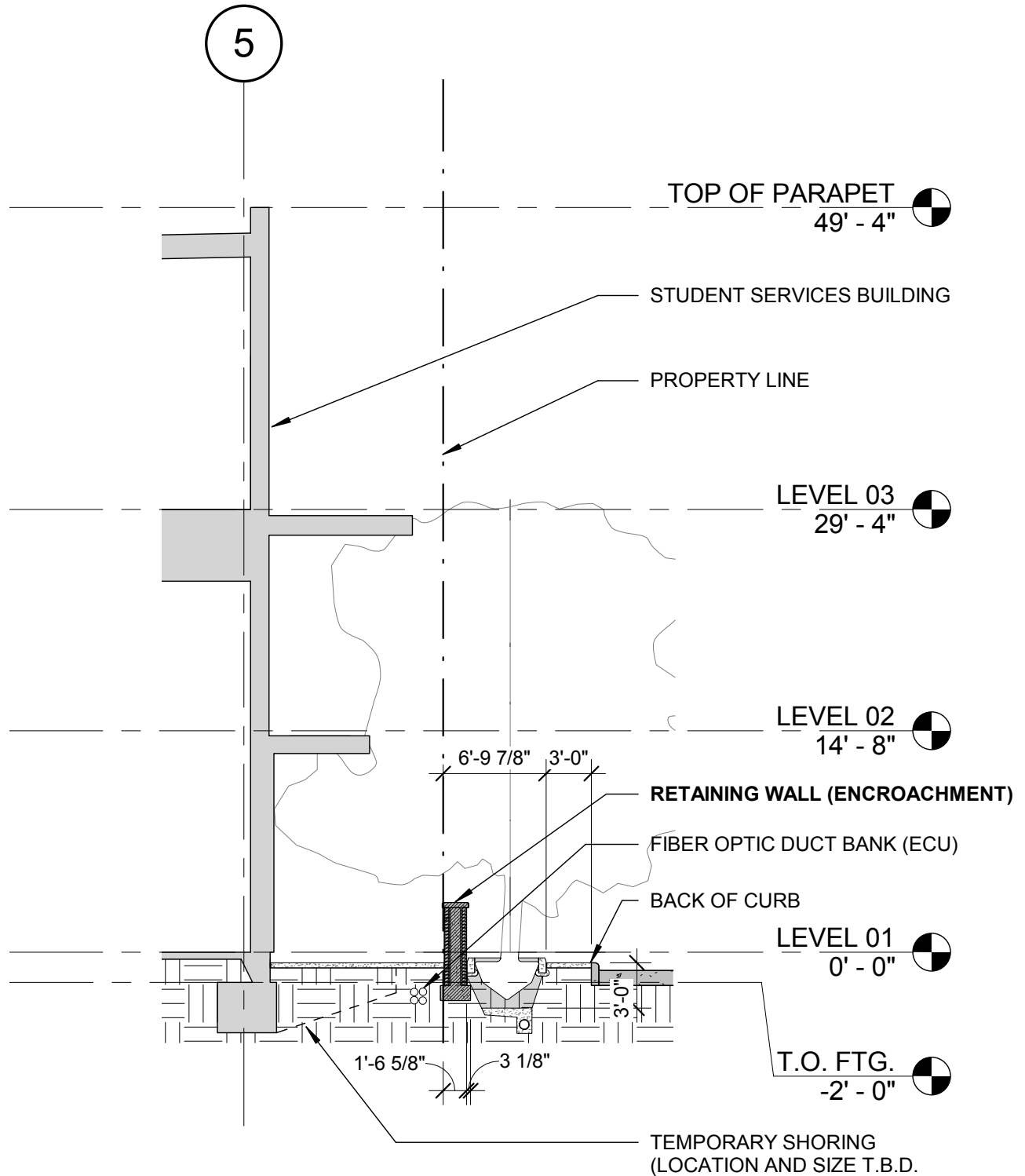




SECTION DETAIL @
 ① BUILDING COLUMN H/6
 1" = 10'-0"



SECTION DETAIL @
 ① PD COLUMN A/4
 1" = 10'-0"



SECTION DETAIL @ BUILDING COLUMN

B/5

1

1" = 10'-0"



EAST CAROLINA UNIVERSITY
STUDENT SERVICES BUILDING

EA-4
ENCROACHMENT SECTION AT
READE STREET

CANOPY ENCROACHMENT AT 4TH STREET
(RE: EPA-2)



FOUNDATION ENCROACHMENT AT 4TH STREET
(RE: EPA-2)

SITE WALL AT READE STREET
(RE: EPA-4)

NOTE: RENDERING IS FOR REFERENCE ONLY. PORTIONS OF SITE PLAN HAVE BEEN REVISED SINCE THIS IMAGE WAS CREATED, SEE SITE PLAN FOR PROPOSED DESIGN.

NEW STUDENT SERVICES BUILDING
FFE - 53.75

EXISTING FIBER OPTIC LINE

FO BOX



CITY OF GREENVILLE
RIGHT OF WAY

BUILDING OVERHANG
ENCROACHMENT

EX. CB
HOOD 54.30
(S) INV 51.98

15" RCP

EAST 4TH STREET

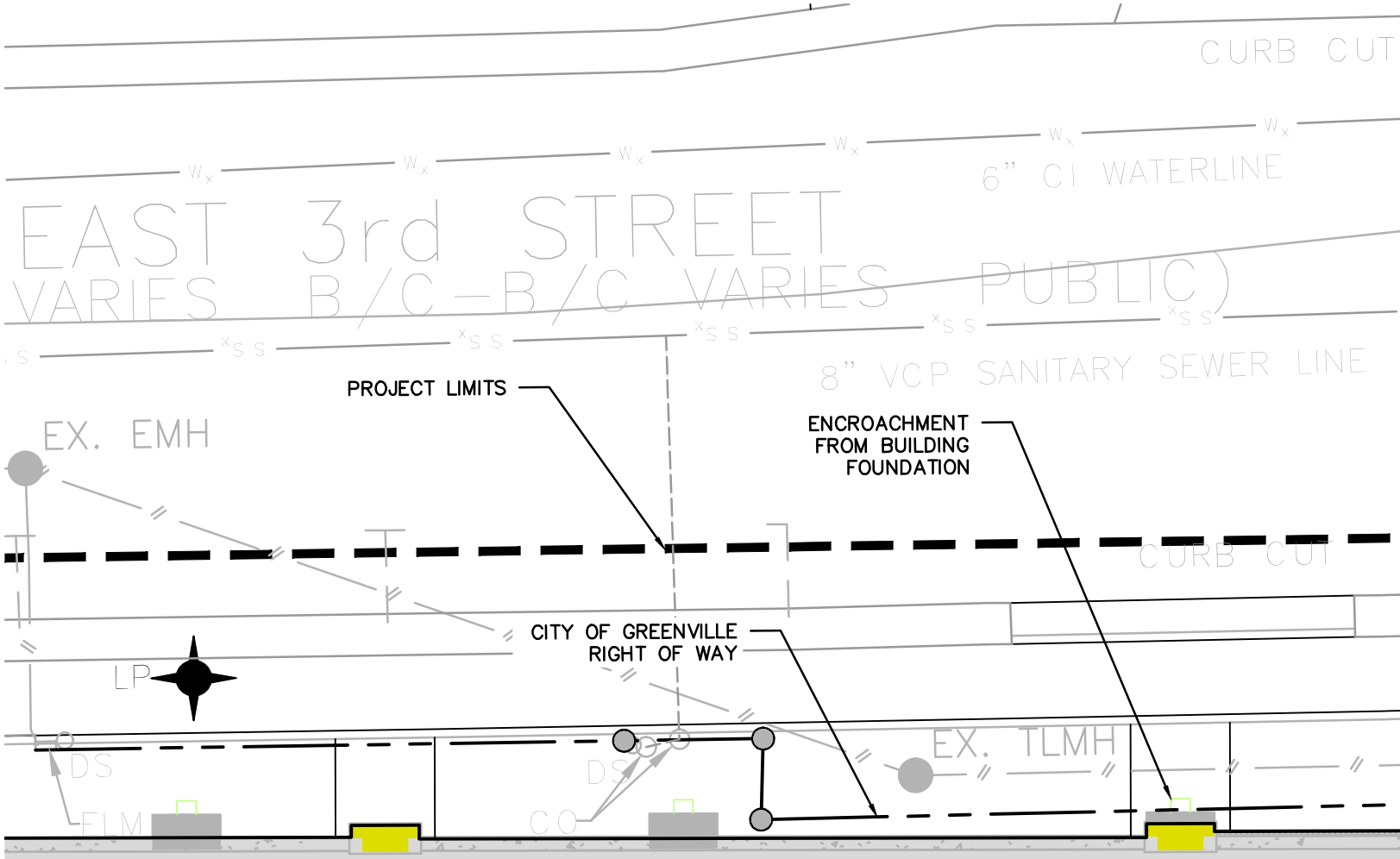
PROJECT LIMITS



EAST CAROLINA UNIVERSITY
STUDENT SERVICES BUILDING

EA-6
ENLARGED SITE PLAN
AT 4TH STREET

Item #6 01/31/18



NEW PARKING DECK
LEVEL 1 ENTRANCE:
 FFE = 51.50
LEVEL 2 ENTRANCE:
 FFE = 61.00

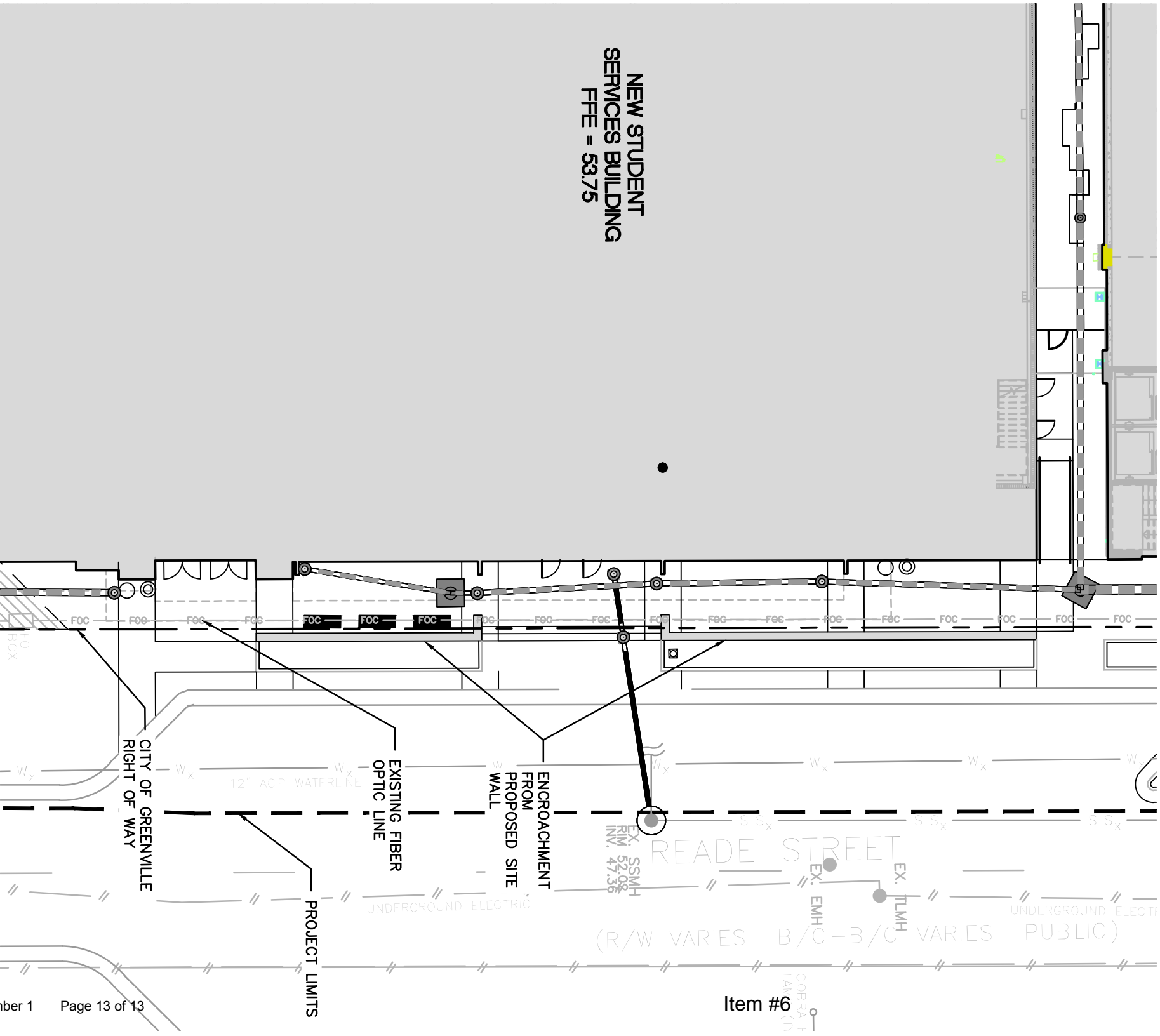


EAST CAROLINA UNIVERSITY
 STUDENT SERVICES BUILDING

EA-7
 ENLARGED SITE PLAN
 AT 3RD STREET

Item #6 01/31/18

NEW STUDENT SERVICES BUILDING
FFE - 53.75



EAST CAROLINA UNIVERSITY
STUDENT SERVICES BUILDING

EA-8
ENLARGED SITE PLAN
AT READE STREET

01/31/18



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Right-of-Way Encroachment Agreement with Teleport Communications America, LLC

Explanation: **Abstract:** The City has received a request from Teleport Communications America, LLC, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

Explanation: For City Council's consideration is the Right of Way Encroachment Agreement setting out the terms by which Teleport Communications America, LLC, can encroach over and upon the public street rights-of-ways of the City.

No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

Fiscal Note: No fiscal impact is anticipated with this action.

Recommendation: City Council approve the right-of-way encroachment agreement permitting Teleport Communications America, LLC, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

ATTACHMENTS:

☐ ENC_Teleport_Right_of_way_Agreement_backhaul_line_for_AT_T_1081146

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville PWD
PO Box 7207
Greenville, NC 27834

Master Rights of Way Encroachment Agreement

THIS AGREEMENT made and entered into this the ____ of June, 2018 by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first part and hereinafter referred to as the “**City**”, and **TELEPORT COMMUNICATIONS AMERICA, LLC** (“**AT&T**”), a Delaware limited liability company authorized to do business in North Carolina, party of the second part, and hereinafter referred to as “**PERMITTEE.**”

W I T N E S S E T H

WHEREAS, PERMITTEE, party of the second part, desires to encroach upon the public rights of way of the public streets within the corporate limits of the City of Greenville for the installation, operation, and maintenance of a communications Facilities; and

WHEREAS, it is to the material advantage of PERMITTEE to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by North Carolina General Statute § 160A-296, is willing to permit the encroachment within specific locations within the City public rights of way of the public streets within the corporate limits of Greenville as approved by the Director of Public Works, subject to the terms and conditions of this Agreement, the provisions of the Code of Ordinances, City of Greenville, North Carolina, and the provisions of North Carolina General Statute § 160A-400.50 et seq.; and

NOW, THEREFORE, in consideration of the execution of this Agreement by the City, the benefits flowing to PERMITTEE , and the covenants and agreements herein contained with respect to the obligations of PERMITTEE hereunder, the CITY does hereby give and grant unto PERMITTEE the right and privilege to make the encroachment as shown on all permits to construct the encroachment, subject to the conditions contained in this Agreement; and

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto PERMITTEE, provided, however, that PERMITTEE performs and abides by the covenants and agreements herein contained.

The covenants and agreements by and between the CITY and PERMITTEE as a part of the consideration for this encroachment agreement are as follows:

SECTION 1. DEFINITIONS

For the purposes of this agreement the following terms, phrases, words and their derivations shall have the meaning given herein unless otherwise defined by Federal or State law. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Communications Services means all services that PERMITTEE is authorized to provide under Law.

GUC means Greenville Utilities Commission.

Facilities includes, without limitation, cables, conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, surface location markers, utility poles, appurtenances, and related facilities to be located by the PERMITTEE in the Public Rights of Way of the CITY and used or useful for the provision of communications services it is authorized by law to provide.

NCDOT means North Carolina Department of Transportation.

LAW means any local, state or federal legislative, judicial or administrative order, certificate, decision statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement, as amended, now in effect or subsequently enacted or issued during the term of this Agreement, including, but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 70, codified at 47 U.S.C., and all orders, rules, tariffs, guidelines and regulations issued by the Federal Communications Commission or the North Carolina Utilities Commission pursuant thereto.

PUBLIC RIGHTS OF WAY or PUBLIC WAY means the surface, the airspace above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, utility easement hereafter held by the City or other public rights of way now or which shall entitle the CITY and PERMITTEE to the use thereof for the purpose of installing and maintaining Facilities owned by the Permittee. No reference herein to the "public way" shall be deemed to be a representation or guarantee by the CITY that its title to any property is sufficient to permit its use for such purpose, and PERMITTEE shall, by its use of such terms, be deemed to gain only such rights to use property in the CITY as the CITY may have the undisputed right and power to give or as granted by Federal or State law.

STATE means the State of North Carolina.

SECTION 2. GENERAL PROVISIONS

- a. Use of Public Rights of Way. For the purpose of installation, operation and maintenance of Facilities PERMITTEE may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the public streets and ways within the corporate limits of Greenville such cables, conduits, splice boxes, cabinets, hand holes, manholes, vaults, equipment, surface location markers, and other appurtenances as are necessary to the operation of the Facilities provided, however, that, subject to applicable Law, PERMITTEE shall comply with all design, construction, safety, and performance provisions contained in this Agreement and other applicable local ordinances. The PERMITTEE accepts the City right-of-way "as is" and "where is" and assumes all risks related to the use. The City is not liable for any damage to Facility Equipment due to an event causing damage to the Facility Equipment except where such damage is caused by the sole negligence or willful misconduct of the City.
- b. Location of Public Rights of Way and Existing Utilities. It is the responsibility of PERMITTEE to determine the location of the public rights of way and utilities located thereof and to show the same on construction drawings. PERMITTEE shall notify other utility owners and provide protection and safeguards to prevent damage or interruption to existing facilities and to maintain accessibility to existing utilities. Cost to repair, restore, or relocate existing facilities due to this encroachment shall be the responsibility of PERMITTEE. To the extent applicable, PERMITTEE agrees to fully comply with Underground Utility Safety and Damage Prevention Act, Article 8A of Chapter 87 of the NCGS.
- c. Use of Areas Outside the Public Rights of Way. This Agreement only covers the encroachment over and upon the public rights of way of the public streets maintained by the CITY within the corporate limits of Greenville. PERMITTEE shall secure all necessary easements, permits, permission, or approval for encroachment or other use of property outside the CITY maintained right of ways. Upon request, PERMITTEE shall provide to the CITY documentation of the above mentioned easements, permits, permissions and encroachments or use of properties outside the public street rights of way maintained by the CITY.
- d. Police Powers. PERMITTEE's rights are subject to the police powers of the CITY to adopt and enforce ordinances for the health, safety and welfare of the public to extent allowed by law. Subject to applicable law, PERMITTEE shall comply with all applicable general laws and ordinances enacted by the CITY pursuant to that power (for instance, City's noise ordinance).
- e. E-verify. If this agreement is subject to NCGS § 143-133.3, the PERMITTEE and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- f. Permittee acknowledges that City may impose a right-of-way charge to the extent permitted by law.

SECTION 3. TERM

Term. The term of this Agreement is twenty (20) years (the "First Term"). At the end of the First Term, the Agreement shall automatically renew for successive one-year terms unless terminated by either party as provided herein or unless superseded by a new or amended agreement. Notwithstanding the foregoing, the grant of Permission to encroach shall become void, and this Agreement terminated, if the Applicant does not begin installation of the Facilities within one (1) year of the date of this Agreement (unless mutually agreed upon in writing by the parties) and thereafter diligently pursue installation to completion.

SECTION 4. CONSTRUCTION AND TECHNICAL STANDARDS

- a. Compliance with Construction and Technical Standards. PERMITTEE shall construct, install and maintain its Facilities in an orderly and workmanlike manner and in a manner consistent with all laws, City ordinances, construction standards, current technological standards and governmental requirements, which standards are incorporated by reference herein.
- b. Tree Trimming Plan for Overhead Lines. After approval by the CITY of the Facilities, PERMITTEE shall submit to the CITY a tree trimming plan if required by the Director of Public Works for review and approval by the City Arborist.
- c. Structural Engineering Analysis. If PERMITTEE's Facilities include a pole or other structure that is proposed to support Small Wireless Facilities, the Permittee shall submit a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location. The Permittee shall inspect the City right-of-way on which the Permittee's Small Wireless Facility Equipment will be placed and shall base its determination of the suitability of the City right-of-way for Permittee's purposes on such inspection, on a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location.
- d. Approval of Construction Plans. Prior to the placement or installation of any part of the PERMITTEE's facilities within public rights of way, PERMITTEE shall first submit to the Director of Public Works a Construction Plan, sealed by a Professional Engineer and/or Land Surveyor licensed in the State, including a concise description of the facilities proposed to be erected or installed, specifications, engineering drawings, and detailed plans indicating the proposed location of all such facilities and their relationship with existing utilities including the location of the right of way and all above and below ground structures located within the right of way. All permits issued by the City shall become part of this agreement.
- e. Pole Attachment. PERMITTEE shall provide the CITY with written verification of PERMITTEE's right to attach to poles along the path of the fiber optic cable when said poles are to be utilized, and that there is sufficient clearance for attachment.
- f. Identification of Facilities. All above ground structures shall be marked to identify the owner of the structure and emergency contact for the same.
- g. NCDOT Approval. PERMITTEE shall submit to the CITY written verification of approval of the PERMITTEE's final construction plans from the North Carolina Department of Transportation (NCDOT) where NCDOT right of ways are involved, and evidence of the coordination of construction with other utilities along PERMITTEE's facilities route. No placement or installation of any part of the PERMITTEE'S facilities shall be commenced by any person until construction permits and written approval has been issued by the Director of Public Works; provided further, that such permits and approval shall not be unreasonably withheld and action thereon shall be taken within a reasonable period of time as allowed by law.

- h. PERMITTEE shall provide the following to the Director of Public Works at least three (3) working days before the start of construction.
- (1) Application for a Right-of-Way Excavation & Restoration Permit
 - (2) Proposed schedule of operations.
 - (3) The name(s) and phone numbers of the project contact person(s).
 - (4) Tree trimming plan for overhead lines.
- i. Traffic Control Plan. PERMITTEE shall submit with the original application and coordinate with the City Traffic Engineer, a traffic control plan prepared in accordance with the Manual on Uniform Traffic Control Devices and amendments or supplements thereto (MUTCD) as published by the Federal Highway Administration at least forty eight (48) hours prior to the start of construction. PERMITTEE shall install and maintain all traffic control devices in accordance with the plan and MUTCD. Street or lane closures shall be limited to the hours between 8:30AM and 4:30 PM, Monday-Friday or as approved by the CITY Traffic Engineer.
- j. Record Drawings. Within sixty (60) days after the completion of any construction activities of the Facilities within the encroachment areas, PERMITTEE shall provide to the Director of Public Works copies of the record drawings, being two (2) printed copies along with a PDF file of the same, and a digital version compatible with ESRI GIS software.
- k. Requirement for Underground Installations. All installations that can practicably be placed underground shall be underground where feasible and shall be underground in those areas of the CITY where all utilities serving the area are underground at the time of installation. In areas where other utility facilities are above ground at the time of installation, PERMITTEE may install its service above ground on such facilities. All cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. At such time as all utilities and cable serving the area are required to be placed underground by the CITY or are placed underground, PERMITTEE shall likewise place its services underground without cost to the CITY.
- l. Applicable Standards. PERMITTEE shall at all times comply with the (1) applicable Federal, State and local regulations; and (2) the standards as set forth in this Agreement.
- m. Interference with Persons, Improvements, Public and Private Property and Utilities. PERMITTEE's Facilities shall be located, erected and maintained so that such system shall:
- (1) Not endanger or interfere with the health, safety or lives of persons;
 - (2) Not interfere with the utilization of the right of way by the CITY or utilization by the GUC of the right of way or facilities maintained by GUC;
 - (3) Not interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction, repair or removal;
 - (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction, repair or removal; and

- (5) Not obstruct, hinder or interfere with any gas, electric, water or other utilities, cable, telecommunication or telephone facilities located within the CITY.

n. Excavation and Work in Public Streets; Application; Restoration; Damage.

- (1) Prior to the start of any permitted work under this agreement, the PERMITTEE shall make application for a Right-of-Way Excavation and Restoration Permit.
- (2) PERMITTEE shall install the cable by directional boring. PERMITTEE may excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfacing in or on any street, right-of-way, or public place as necessary for directional boring. Manholes and handholes shall not be visible in residential areas unless approved by the Director of Public Works who may require a route change. If authorized in writing by the Director of Public Works, sidewalks may be excavated for the placement of manholes and handholes.
- (3) Excavations or borings made by PERMITTEE under the public streets, rights-of-way or public places of the CITY, pursuant to this Agreement, shall be made in compliance with the ordinances and regulations of the CITY in effect at the time of such excavation.
- (4) Prior to any excavation in or boring under the public streets or rights-of-way of the CITY, PERMITTEE shall notify all utilities that may be affected by such excavation in or boring under the street, rights-of-way or property upon which the work is to be done, and the nature of the work to be performed. Additionally, the services of North Carolina One-Call may be used to notify its member utilities.
- (5) In situations deemed by the PERMITTEE to constitute an emergency involving a danger to the public health, safety and welfare, PERMITTEE shall notify the Director of Public Works of the nature and the location and of the potential hazard.
- (6) During the installation, repair or removal of PERMITTEE's facilities in or on any street, right of way or public place, PERMITTEE agrees to provide at all times proper signs, signal lights, flagmen, barricades, and other warning devices for the protection of pedestrian and vehicular traffic in conformance with the approved Traffic Control Plan and MUTCD.
- (7) PERMITTEE shall exercise due care in the operation, installation, alteration, repair or removal of its system. If any utility or property of the CITY or GUC, real or personal, is damaged, impaired or destroyed as a result of either the negligent or intentional acts of PERMITTEE, its employees, agents or persons operating under its direction, supervision or control, PERMITTEE shall be liable to the CITY for such damages, including but not limited to the cost to repair or replace the utility or property.
- (8) Immediately after PERMITTEE installs or repairs its system, PERMITTEE shall refill any excavations according to the technical specifications of the CITY. PERMITTEE shall restore and replace landscaping destroyed, disturbed, or damaged by such work in accordance with the technical specifications of the CITY and subject to the inspection of the Director of Public Works.
- (9) If the installation, alteration, repair or removal of the facilities in or on any street, right of way or public place requires the temporary removal of bricks, grates, trees or other property or

materials belonging to the CITY, PERMITTEE shall, until such materials are reinstalled, and in the exercise of due care, store said property or materials in a safe place satisfactory to the CITY to minimize the risk of damage or theft.

- (10) PERMITTEE shall preserve and protect all trees and shrubbery located within the streets, rights of way, and public places of the CITY from damage by PERMITTEE. PERMITTEE shall comply with the regulations of the CITY concerning the preservation and protection of trees and shrubs. PERMITTEE shall pay to the CITY the cost of treating, removing and replacing any tree or shrub on the streets, rights-of-way and public places of the CITY which has been damaged or destroyed as a result of the work of PERMITTEE.
- (11) Whenever the CITY, GUC, or NCDOT, or their successors or assigns, within the exercise of reasonable police power, for the benefit of the public safety, plan to widen, modify, close, relocate, grade or regrade any public street, sidewalk, or other public way, in, along, under or across, which PERMITTEE shall have installed any of its facilities, it shall be the duty of PERMITTEE, upon reasonable notice by the proper authority, and at no cost to the CITY, GUC, or NCDOT to remove or relocate as necessary its facilities.
- (12) PERMITTEE shall, on the request of any person holding a building moving permit issued by the CITY, temporarily raise or lower its lines to permit the moving of buildings. The expense of such temporary removal, raising or lowering of lines shall be paid by the person requesting the same, and PERMITTEE shall have the authority to require such payment in advance. PERMITTEE shall be given not less than fifteen (15) working days advance notice to arrange for such temporary line changes.
- (13) All necessary easements over and under private property, or encroachments upon NCDOT rights of ways, or railroad rights of way shall be acquired by PERMITTEE. The CITY neither promises nor contracts to obtain or acquire rights of way for the construction, installation, maintenance or operation of the PERMITTEE's system. PERMITTEE shall provide the CITY upon demand and within fifteen (15) days written verification of NCDOT's approval for the facility which encroaches upon NC's rights of way and owner approval for encroachments along any railroad or other rights of way or on private property.
- (14) Any damage to PERMITTEE's encroaching structure caused by the CITY's or GUC's use of its rights of way for construction or maintenance work in the ordinary course of its business, shall be borne by PERMITTEE except where such damage is caused by the sole negligence or willful misconduct of the City.
- (15) Removal and Abandonment.
 - a) If this Agreement is terminated and if PERMITTEE has no other legal right to keep its facilities in place, PERMITTEE agrees to promptly vacate and remove its above-ground facilities at its own expense, provided that the Director of the Department of Public Works may, at that time, agree in writing, upon the written request of PERMITTEE to allow abandonment of some or all of its above-ground facilities in place, if PERMITTEE will transfer ownership of any abandoned facilities to the City. PERMITTEE may abandon underground facilities in place.

- b) Should any removal or abandonment of facilities in place be approved by the Director of Public Works, PERMITTEE shall thereafter apply for and obtain any necessary permits.
- c) If any portion of the above-ground facilities covered under this Agreement are no longer used by the PERMITTEE, or are abandoned for a period in excess of 180 days, the PERMITTEE shall notify the CITY and shall vacate and remove the facilities at its own expense within a reasonable time.

SECTION 5. EMERGENCY CONTACTS

- a. Coordination of Emergency Events: In case of an emergency, CITY will act to protect the public health and safety of its citizens and to protect public and private property, notwithstanding any provision in this Agreement. In the event addressing the emergency impacts the Permittee's Facility Equipment, the CITY will make every reasonable effort to coordinate its emergency response with the PERMITTEE. PERMITTEE shall post on all Small Wireless Facility poles the emergency contact information of the Permittee.
- b. Notice of Changes: Permittee will keep emergency contact information current, and provide the Director of Public Works with information as to changes within a reasonable time.
- c. Response to Network Emergency: In case of a network emergency, Permittee may access its Facilities without first obtaining a permit to disturb the City right-of-way provided Permittee has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Permittee shall conduct its activities within the City right-of-way in such a manner as to protect public and private property. Permittee will make every reasonable effort to coordinate its emergency response with the City. To that end, prior to entering the City right-of-way, Permittee will contact the Director and give notice to City of the network emergency and an estimated time period to address the situation.

SECTION 6. TRANSFER OF OWNERSHIP OR CONTROL

- a. No transfer of ownership or control of the facility shall occur unless approved by the CITY. A transfer of ownership or control of the facility shall comply with all applicable Federal, State and Local Laws. The PERMITTEE shall promptly notify the CITY of its intent to transfer ownership or control of the facility and shall provide the CITY with a true copy of all the documents relating to ownership transfer. The transferee is required to accept this Agreement and all of its terms, provisions, and any amendments at the time of transfer. Performance bond and letter of credit, insurance are required from the transferee before the transfer is complete. Notification to the CITY shall be as outlined herein. Notwithstanding anything herein to the contrary, PERMITTEE shall be permitted to transfer ownership and control of its facilities to any other entity with which it is affiliated through ownership (for example, a corporate parent, a subsidiary, or a subsidiary of a corporate parent) providing that such other entity undertakes all the obligations of PERMITTEE under this Agreement.
- b. Grant of Third Party Rights. Notwithstanding any provision in this Agreement to the contrary, the CITY agrees and acknowledges that PERMITTEE shall have the right to grant to third parties

indefeasible rights of use and/or a right to use its facilities, which are subject to the rights that have been granted to PERMITTEE under this Agreement and that such actions by PERMITTEE shall not constitute a transfer of ownership or control of the facilities or require the prior approval by the CITY.

- c. Restoration of Property. In removing its facilities, PERMITTEE shall not excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfaces in or on any street, right-of-way or public place. PERMITTEE shall refill, at its own expense, any excavation and boring that shall be made by it and shall leave all public ways and places in as good a condition or better as that prevailing prior to PERMITTEE's removal of its facilities without affecting the electrical, television, telephone or other telecommunication cable, wires or attachments or the utilities. The CITY shall inspect and approve the condition of the public ways and public places and cables, wires, attachments, and poles after removal. The liability, indemnity, insurance, performance bond and letter of credit as provided herein shall continue in full force and effect during the period of removal until full compliance by PERMITTEE with the terms and conditions of this paragraph and this Agreement.
- d. Restoration by CITY; Reimbursement of Costs. In the event of a failure by PERMITTEE to complete any work required by c. above, or any other work required by CITY ordinance within the time as may be established and to the satisfaction of the CITY, the CITY may cause such work to be done and PERMITTEE shall reimburse the CITY the cost thereof within fifteen (15) days after receipt of an itemized list of such costs or the CITY may recover such costs through the performance bond provided by PERMITTEE. The CITY shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

SECTION 7. PERFORMANCE BOND, LETTER OF CREDIT, INSURANCE, AND INDEMNIFICATION.

a. Performance Bond or Letter of Credit.

- (1) At the time this Agreement is accepted, PERMITTEE shall deliver to the CITY:
 - a) Letter of credit issued by a federally-insured banking institution in the amount of one hundred thousand dollars (\$100,000) or
 - b) Performance bond issued by a surety licensed in North Carolina in the amount of \$100,000

The bond or letter of credit shall be a security fund. Failure to timely obtain, file and maintain said bond or letter of credit shall constitute a substantial violation within the meaning of this section.

- (2) The security fund shall serve as security for:
 - a) The faithful performance by PERMITTEE of all the terms and conditions of the Agreement;
 - b) Any expenditure, damage or loss incurred by the CITY occasional by PERMITTEE's unexcused or uncured failure to comply with all lawful rules, regulations, orders, permits and other directives of the CITY issued pursuant to this Agreement; and

- c) The payment by PERMITTEE of all liens and taxes, and all damages, claims, costs or expenses which the CITY has been compelled to pay or incur by reason of any act or default of PERMITTEE, and all other payments due the CITY from PERMITTEE pursuant to this Agreement.
 - d) The costs and expenses incurred by the CITY as a result of PERMITTEE's abandonment of the Facility at any time during the term of the Agreement or any extension thereto; or
- (3) If PERMITTEE fails to repay to the CITY any damages, costs or expenses which the CITY shall be compelled to pay by reason of any act or default of PERMITTEE in connection with this Agreement, the CITY may then demand payment from the security fund.
 - (4) The letter of credit shall be issued to the City of Greenville and shall be made payable upon a draft submitted by the CITY and accompanied by the written statement of an appropriately authorized official for the CITY that payment is due the CITY under the terms of this Agreement as a result of a default by PERMITTEE. The CITY shall be the beneficiary under the performance bond. PERMITTEE shall not use the security fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose. During the term of the Agreement, the letter of credit shall be maintained in the amount of one hundred thousand dollars (\$100,000), or the performance bond shall be maintained in the amount of one hundred thousand dollars (\$100,000).

b. Insurance.

- (1) All Certificates of Insurance must be furnished before work begins. A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.
- (2) PERMITTEE shall immediately advise the CITY of any litigation arising out of this Agreement that may develop that would affect this insurance.
- (3) Neither the provisions of this section nor any damages recovered by the CITY hereunder, shall be construed or limit the liability of PERMITTEE under the Agreement or for damages.
- (4) Permittee shall provide at least 30 days' prior written notice to City of cancellation or non-renewal of any required coverage that is not replaced.
- (5) All insurance policies provided under the provisions of this ordinance or the Agreement shall be written by companies authorized to do business in the State of North Carolina and approved by the State Commissioner of Insurance.
- (6) Permittee shall include the City of Greenville as an Additional Insured to the General Liability and Automobile Liability policies including those of its subcontractors while working hereunder.

(7) **Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The form of coverage must be the ISO CG 00 01 policy or equivalent as approved by the State of North Carolina Department of Insurance. Certificates evidencing ongoing completed operations coverage shall be provided for at least two years following the termination or expiration of this Agreement.

(8) **Commercial Automobile Liability:**

Limits:

\$1,000,000 combined single limit.

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

(9) **Workers' Compensation Insurance:**

Limits:

Workers Compensation: Statutory for the State of North Carolina

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee.

Workers Compensation must include all employees.

(10) **Umbrella Liability**

An Umbrella or excess Liability policy covering General Liability, Automobile Liability and Employers Liability with a minimum limit of \$10,000,000 is required. PERMITTEE may use any combination of primary and excess to meet required total limits.

Notwithstanding the forgoing, PERMITTEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event PERMITTEE elects to self-insure its obligation under this Agreement to include City as an additional insured, the following conditions apply: (i) City shall promptly and no later than thirty (30) days after notice thereof provide PERMITTEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide

PERMITTEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of PERMITTEE; and (iii) City shall fully cooperate with PERMITTEE in the defense of the claim, demand, lawsuit, or the like.

c. Indemnification

- (1) To the maximum extent allowed by law, the Permittee shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this agreement as a result of acts or omissions of the Permittee or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection (1) the Permittee shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to the City.
- (2) Definitions. As used in subsections (1) above and (3) below, “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this agreement). “Indemnitees” means City and GUC, and their officers, officials, independent contractors, agents, and employees, excluding the Permittee.
- (3) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this agreement.
- (4) Survival. This section shall remain in force despite termination of this agreement (whether by expiration of the term or otherwise) and termination of the services of the Permittee under this agreement.
- (5) Limitations of the Permittee’s Obligation. If this section is in, or is in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection (1) above shall not require the Permittee to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

SECTION 8. NOTICES.

Except as otherwise provided herein, all notices from PERMITTEE to the CITY pursuant to this Agreement shall be to the City Manager or his/her designee as follows:

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

And to PERMITTEE

Area Manager, Network Engineering
Teleport Communications America, LLC
One AT&T Way, Room 3A234G
Bedminster, NJ 07921

With a copy to

Teleport Communications America, LLC
Attention: Legal Department – Network Services
208 S. Akard St.
Dallas, Texas 75202

PERMITTEE shall maintain with the CITY a telephone number and an address for service of notices by mail. PERMITTEE shall be required to advise the CITY of such addresses and telephone numbers and any changes thereof.

SECTION 9. FAILURE OF CITY TO ENFORCE THIS AGREEMENT, NO WAIVER OF THE TERMS THEREOF

PERMITTEE shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the CITY upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 10. SEVERABILITY

- a. **Invalidity.** If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on PERMITTEE and the CITY.

- b. Court Action. Notwithstanding anything to the contrary, in the event that any court, agency, commission, legislative body or other authority of competent jurisdiction (i) declares any section, deemed by the CITY to be material, invalid, in whole or in part, or (ii) requires PERMITTEE either to (a) perform any act which is inconsistent with any section deemed by the CITY to be material; or (b) cease performing any act deemed by the CITY to be material, the CITY shall so notify PERMITTEE and the CITY and PERMITTEE shall, in good faith, renegotiate that term or those terms of this Agreement.

SECTION 11. RIGHTS CUMULATIVE

All rights and remedies given to the CITY and PERMITTEE by this Agreement shall be in addition to and cumulative with any and all other rights or remedies, -existing or implied, now or hereafter available to the CITY and PERMITTEE, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Agreement or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY and PERMITTEE and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST

Carol L. Barwick, City Clerk

Teleport Communications America, LLC,
a Delaware Limited Liability Company

By: _____
Christopher J. Och, Vice-President

APPROVED AS TO FORM:

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.

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

RECOMMENDED:

Kevin Mulligan, Public Works Director

**State of North Carolina
County of Pitt**

I, _____, a Notary Public of said County and State, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by the Mayor, P.J. Connelly, sealed with corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of June, 2018.

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

**State of _____
County of _____**

I, _____ a notary public in and for the aforesaid county and state, certify that Christopher J. Och personally (1) appeared before me this day, (2) stated that he or she is a manager of **TELEPORT COMMUNICATIONS AMERICA, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, (3) acknowledged that the foregoing agreement with the City of Greenville carries on in the usual way the company’s business, and (4) acknowledged the due execution of the contract on behalf of the company.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2018.

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Ordinance and reimbursement resolution amending Greenville Utilities Commission's FY 2017-18 Budget and various capital projects budgets

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to amend its fiscal year 2017-18 budget to reflect end-of-year projections, including certain capital projects budget amendments.

Explanation: The fiscal year 2017-18 Electric, Water, Sewer, and Gas Fund Budgets need to be amended to ensure that the estimated sources of revenue appropriately cover the estimated expenditures and contingencies for the remainder of the fiscal year and to also alleviate the potential of actual expenditures being over the budget. On May 17, 2018, the GUC Board of Commissioners approved the fiscal year 2017-18 budget amendments which included certain capital projects budget amendments and recommends similar action by City Council.

Fiscal Note: No cost to the City.

Recommendation: Adopt the attached ordinance and reimbursement resolution amending GUC's fiscal year 2017-18 budget amendment which includes certain capital projects budget amendments.

ATTACHMENTS:

- ❑ Ordinance
- ❑ Reimbursement Resolution

ORDINANCE NO. 18-
CITY OF GREENVILLE, NORTH CAROLINA
TO AMEND THE GREENVILLE UTILITIES COMMISSION 2017-18 BUDGET, AND
TO AMEND VARIOUS CAPITAL PROJECTS BUDGETS

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	\$3,608,430	\$172,634,605
Fees & Charges	1,777,452	96,635	1,874,087
Miscellaneous	2,295,301	647,932	2,943,233
Interest on Investments	204,000	246,000	450,000
FEMA/Insurance Reimbursement	0	41,959	41,959
Total Electric Fund Revenue	\$173,302,928	\$4,640,956	\$177,943,884
B. <u>Water Fund</u>			
Rates & Charges	\$19,010,430	\$42,478	\$19,052,908
Fees & Charges	359,787	106,620	466,407
Miscellaneous	246,053	50,844	296,897
Interest on Investments	45,000	43,000	88,000
FEMA/Insurance Reimbursement	0	2,622	2,622
Total Water Fund Revenue	\$19,661,270	\$245,564	\$19,906,834
C. <u>Sewer Fund</u>			
Rates & Charges	\$22,065,490	\$190,988	\$22,256,478
Fees & Charges	304,686	192,314	497,000
Miscellaneous	145,866	91,209	237,075
Interest on Investments	27,000	58,000	85,000
FEMA/Insurance Reimbursement	0	27,757	27,757
Transfer from Capital Projects	0	170,915	170,915
Total Sewer Fund Revenue	\$22,543,042	\$731,183	\$23,274,225
D. <u>Gas Fund</u>			
Rates & Charges	\$37,683,200	(\$1,635,193)	\$36,048,007
Fees & Charges	135,176	20,771	155,947
Miscellaneous	156,157	32,638	188,795
Interest on Investments	60,000	65,000	125,000
FEMA/Insurance Reimbursement	0	5,245	5,245
Appropriated Fund Balance	1,000,000	(32,605)	967,395
Total Gas Fund Revenue	\$39,034,533	(\$1,544,144)	\$37,490,389
Total Revenues	\$254,541,773	\$4,073,559	\$258,615,332

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	\$4,640,956	\$177,943,884
Water Fund	19,661,270	245,564	19,906,834
Sewer Fund	22,543,042	731,183	23,274,225
Gas Fund	39,034,533	(1,544,144)	37,490,389
Total Expenditures	<u>\$254,541,773</u>	<u>\$4,073,559</u>	<u>\$258,615,332</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	\$60,977,858	\$24,111,678	\$85,089,536
Capital projects fund balance	1,000,000	31,171,464	32,171,464
	<u>\$61,977,858</u>	<u>\$55,283,142</u>	<u>\$117,261,000</u>

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

FCP10072 New Operations Center Phase 2	\$40,941,858	\$12,358,142	\$53,300,000
FCP100 Downtown Office Efficiency and Enhancement	1,750,000	1,925,000	3,675,000
WCP117 Water Treatment Plant Upgrade Phase 1	6,900,000	40,600,000	47,500,000
SCP118 Wastewater Southside Pumping Station Upgrade Project	6,600,000	0	6,600,000
SCP122 Wastewater Treatment Plant Air Distribution System	2,000,000	0	2,000,000
SCP10222 Sewer Outfall Rehabilitation Phase 4	2,480,000	0	2,480,000
SCP10217 10th St. Connector Project	306,000	0	306,000
GCP10094 Thomas Langston Road Enhancement	1,000,000	400,000	1,400,000
	<u>\$61,977,858</u>	<u>\$55,283,142</u>	<u>\$117,261,000</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.

(d) Capital Projects listed in section III may be amended on an individual project basis.

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.

Attest:

P. J. Connelly, Mayor

Carol L. Barwick, City Clerk

RESOLUTION NO. 18-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE TAX EXEMPT
FINANCING FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN
CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN
CAPITAL IMPROVEMENTS

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

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

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

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

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

Section 3. The principal amount of the Tax Exempt Financing estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$75,475,000.

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

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

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

Adopted this the ____ day of _____, 2018.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

EXHIBIT A

THE IMPROVEMENTS

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

New Operations Center Phase 2	43,300,000
Downtown Office Efficiency and Enhancement	3,675,000
Water Treatment Plant Upgrade Phase 1	<u>28,500,000</u>
	<u><u>\$75,475,000</u></u>



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Reimbursement resolution for the proposed Police Superior Software installment financing agreement

Explanation: **Abstract:** This item proposes the adoption of a reimbursement resolution for the purchase of the Police Department Superior Software, which will allow the City to reimburse itself for costs expended prior to the actual installment purchase transaction, which is scheduled for July 2018.

Explanation: As part of the budget amendment at the June 11, 2018 City Council meeting, staff has included a budget to establish the capital project for the purchase of the Greenville Police Superior Software within the Police Capital Project Fund. Spending for this project is scheduled to begin in May 2018. Staff is requesting approval of the attached reimbursement resolution, which will allow the City to reimburse itself for costs expended prior to the actual installment purchase transaction, which is scheduled for July 2018.

Fiscal Note: The reimbursement resolution is in the amount of \$1,159,676.

Recommendation: Approve the attached reimbursement resolution.

ATTACHMENTS:

☐ [Police_Superion_Reimbursement_Resolution_1080373](#)

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE
PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN
EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE
PURCHASE AND IMPLEMENTATION OF SUPERION PUBLIC SAFETY SOFTWARE

WHEREAS, the City of Greenville, North Carolina (the “Issuer”) is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid, beginning no earlier than May 15, 2018, and will pay, on and after the date hereof, certain expenditures (the “Expenditures”) in connection with the acquisition, construction and/or equipping of the Greenville Police Superior Software, as described in more detail in Exhibit A attached hereto (the “Project”); and

WHEREAS, the City Council of the Issuer (the “City Council”) has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the “Tax-Exempt Obligations”);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, as follows:

Section 1. The City Council hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Tax-Exempt Obligations for the Expenditures with respect to the Project made on and after May 15, 2018, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Tax-Exempt Obligations.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to tax-exempt financings, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum aggregate principal amount of the Tax-Exempt Obligations expected to be issued for the Project is \$1,159,676.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer’s use of proceeds of tax-exempt financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the respective Project with respect to which such Expenditure is paid is placed in service or

abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

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

PASSED AND ADOPTED this 11h day of June, 2018.

P.J. Connelly, Mayor

Attested to:

Carol L. Barwick, City Clerk

DESCRIPTION OF PROJECT

Greenville Police Superion Software

Project Description

The Greenville Police Superion Software will replace the current software for the Police Department and lead to better Public Safety outcomes.



CITY OF GREENVILLE
NORTH CAROLINA

CERTIFICATION OF THE CITY CLERK

I hereby certify that I am the duly appointed and acting City Clerk of the City of Greenville, North Carolina, and as such I am the legal custodian of the Official Minutes and Records of the City of Greenville, North Carolina. I further attest and certify that the foregoing is a true copy of Resolution No. ____-18, which was duly adopted by the Greenville City Council at their meeting held on June 11, 2018.

In witness whereof, I have hereunto set my hand and the official seal of the City of Greenville, North Carolina, on this the 11th day of June, 2018.

Carol L. Barwick, CMC
City Clerk

SEAL



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Police Services Agreement and Memorandum of Understanding for Operational Procedures between the City of Greenville and the Greenville Housing Authority

Explanation: **Abstract:** The current Police Services Contract and Operational Memorandum of Understanding between the City of Greenville and the Greenville Housing Authority expires June 30, 2018. An updated Police Services Agreement and Memorandum of Understanding for Operational Procedures is presented for discussion.

Explanation: The Police Department desires to continue its current partnership with the Greenville Housing Authority to provide additional police services to the Housing Authority residents. The updated Police Services Agreement and Memorandum of Understanding for Operational Procedures outline the responsibilities and expectations of both entities to include the reimbursement of salary expenses for one of the two officers assigned to the Housing Authority. The City will continue to be responsible for the salary of the second officer along with the benefit expenses for both officers. Overtime for both officers will be covered by the Housing Authority.

Other Significant Changes:

- **GHA Regulations:** Restricts GPD's enforcement of Housing Authority regulations to only that relating to the "Trespass and Ban Policy". (MOU p.7)
- **Equipment & Uniforms:** Removes references to the use of 'Housing Authority' decals on GPD police vehicles and insignia from GPD uniforms. (MOU p.5,6)
- **Annual Reporting:** Allows for flexibility in designing a tailored activity and crime report to be provided to the GHA on an annual basis at minimum. (Police Services Agreement (C))

Fiscal Note: The Greenville Housing Authority will reimburse the City for the salary of one officer along with overtime expenses for both officers, not to exceed \$68,060 per year. This is a two-year agreement expiring on June 30, 2020.

Recommendation:

Approval of the Police Services Agreement and Memorandum of Understanding for Operational Purposes with the Greenville Housing Authority, beginning July 1, 2018 and ending on June 30, 2020.

ATTACHMENTS:

- ▣ **COG-GHA--Police_Services_Agreement--2018-2020--Clean_1080097**
- ▣ **COG-CHA--Police_Services_Agreement--2018-2020--Operational_MOU--Clean_1080099**

**PITT COUNTY
NORTH CAROLINA**

POLICE SERVICES AGREEMENT

This Police Services Agreement (“Agreement”) is made and entered into July 1, 2018, by and between the City of Greenville, a municipal corporation in the State of North Carolina, (the “City”), and the Housing Authority of the City of Greenville, North Carolina, a public body, body corporate and politic, and a public housing authority organized under the laws of the State of North Carolina, which is sometimes known as HACG or GHA (“GHA”)(individually “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the GHA desires to enter into this Agreement with the City to have the City of Greenville Police Department (“GPD”), an agency of the City, provide GPD officers to GHA for the increased security and safety of the GHA’s properties.

WHEREAS, the City agrees to provide the GHA, as an independent contractor, such law enforcement services upon terms and conditions provided hereinafter.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and of the promises, covenants, representations, warranties, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the GHA and the City agree as follows:

**ARTICLE I
SERVICES PROVIDED BY THE CITY**

- A. The City agrees to assign two (2) GPD police officers to maintain a police patrol presence in targeted areas of GHA during specific periods of time identified by the GHA, and agreed upon by the City, as high crime or high workload periods.
- B. GPD will employ a community-policing concept and will assist in developing and enhancing a crime prevention program in the GHA’s public housing communities.
- C. The City will collect and provide workload data in public housing communities to the GHA on a quarterly basis, or as requested by the GHA. Workload data shall include, but not be limited to, such public information as frequency and location of calls for service, the number of officers responding to calls for service, and the number of hours police officers are assigned to the public housing communities under this Agreement, etc. Workload data will assist the GHA in assessing the public safety efforts and needs in its public housing communities. Where such workload data requires the City or its

departments to create databases in order to provide the requested information, the City will advise the GHA that additional expense will be incurred to provide the information. If the GHA wants the information, it will advise the City and, the GHA agrees to reimburse the City for this additional work on a time and materials basis; otherwise, the City will not be required to provide information which requires additional expenses.

- D. To the extent necessary, GPD officers will appear as witnesses in the GHA's administrative grievance procedures, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or off public housing communities involving any resident, members of a resident's household, or any guest(s) or visitor(s) of a resident or household member. Such attendance shall be in an on-duty status and be included in the hours worked submitted by the assigned officers for the performing pay period.
- E. Regarding the services to be performed by the GPD officers in accordance with this Agreement, the appropriate GPD Administrative Liaison Officer will meet bi-weekly with resident leadership and management representatives of the GHA for the purposes of reviewing the enforcement and crime prevention efforts, and planning for future changes or modifications anticipated by this Agreement. Such meeting shall be in an on-duty status and be included in the hours worked submitted by the assigned officer for the performing pay period. The GPD officers assigned to the GHA's communities pursuant to this Agreement shall be familiar with the dwelling lease, trespass policy, and other applicable policies of the GHA, as the same may be amended from time to time.
- F. The GPD officers assigned to the GHA are at all times subject to all rules, orders, and policies of the City and GPD.
- G. The City agrees that it will provide the assigned GPD officers with such basic equipment as may be necessary and reasonable in order to allow the GPD officers to carry out the duties anticipated under this Agreement. Any additional automobiles, motor vehicles, bicycles, special uniforms, or other equipment requested by the GHA may be furnished at the expense of the GHA and shall remain the property of the GHA.
- H. GPD will provide law enforcement training on topics consistent with credentialing and state requirements as applicable to housing authorities. Additional training on housing authority-related issues will be provided at the expense of the GHA including but not limited to travel, per diem expenses, and salary of the assigned personnel during such training periods.
- I. The City will provide supervision, control, and direction of work activities and assignments of GPD officers, including disciplinary actions. It is expressly understood that the City shall be responsible for the compensation of GPD officers and all employee benefits, as well as any injury to officers, their property, or the City's property while discharging their duties under this Agreement except as stated elsewhere in this Agreement.

- J. The City assumes responsibility for the defense and liability, if any, of the City, GPD, and their employees against any claim, lawsuit, or other civil action brought as a direct result of the City's providing law enforcement services under this Agreement except as stated elsewhere in this paragraph or this Agreement. In the event an action is filed involving the enforcement of any of the GHA's rules, regulations, policies, guidelines, or directives and where the City and/or GPD is/are named as a party/as parties, then the GHA assumes responsibility for the defense and liability of the City, GPD, other departments, and their officers and employees involving such claim, lawsuit, or other action brought. Where the claim or action involves mixed allegations against the City, and/or GPD, and/or its officers and/or employees and the GHA, and/or its officers and/or employees, the City, GPD, and/or its officers and employees shall be responsible for the defense and liability, if any, involving the enforcement or failure to enforce federal or state laws or City ordinances. The GHA shall remain responsible for the defense and liability, if any, involving any GHA rules, policies, guidelines, regulations, or directives.
- K. GPD shall designate one of the assigned GPD officers as the GPD Administrative Liaison Officer, who will work in concert with the Executive Director of the GHA, or his designee. The GPD Administrative Liaison Officer as well as the GPD officer(s) assigned pursuant to this Agreement shall remain subject to the directions and instructions of the GPD chain of command and supervisory structure. The City and the GHA agree that all operational procedures, methodologies, and guidelines to implement the services performed shall be governed and administered by a separately prepared and agreed upon *Memorandum of Understanding for Operational Procedures*, as identified in Article IX of this Agreement. Subject to the identified *Memorandum of Understanding of Operational Procedures*, the duties of the GPD Administrative Liaison Officer will include the following duties:
1. Coordinate the dissemination and processing of police and security reports; provide supervisory assistance; and coordinate the resolution of problems with, and the execution of, provisions of this Agreement.
 2. Establish and maintain an ongoing line of communication between GPD personnel and GHA staff. The GPD personnel shall keep GHA staff informed of matters relevant to property supervision and the safety of residents, guests, visitors, and GHA personnel in accordance with the North Carolina public records laws.
 3. Prepare quarterly reports and provide same to the GHA.
 4. Initiate and monitor ongoing lines of communication between the GPD and resident leaders to effectively employ the community-policing concept and to address, in a timely manner, concerns raised by community leaders.
 5. Coordinate security workshops and training seminars for identified residents.
 6. Provide assistance with, and advice regarding, the planning and implementation of other grant-funded security programs within the GHA.
 7. Establish a clearly defined process for reporting non-emergency criminal activities.

8. Coordinate police officers' assignment to targeted areas during specific periods of time as identified by the GHA and agreed upon by the City as high crime or high workload periods.

**ARTICLE II
SERVICES PROVIDED BY THE GHA**

- A. The GHA will provide training for residents, GHA on-site management staff, and the assigned GPD officers with workshops on community policing and crime prevention issues associated with public housing. Such training shall be consistent with the operational procedures in the identified *Memorandum of Understanding of Operational Procedures* as identified elsewhere in this Agreement. This shall include, but is not limited to, the following: crime prevention and security responsibilities; community organization/mobilization against the causes of and precursors to crime; drug awareness and control; orientation and familiarization with the public housing communities for the assigned GPD officers; orientation to the lease contract, trespass policy, and other applicable policies of the GHA, as may be amended from time to time; and lease compliance enforcement procedures and policies.
- B. The GHA will provide suitable facilities for police services, as determined by the GHA and consistent with United States Department of Housing and Urban Development ("HUD") regulations, as may be amended from time to time.
- C. The GHA will provide to the GPD supervisors of the assigned GPD Administrative Liaison Officer and other assigned GPD officers, as established and directed by the policies and procedures of the GPD, a quarterly assessment of the performance and operations of the GPD officers under this Agreement.
- D. The GHA has the right to reasonably request the GPD to replace any assigned personnel for reasons such as failure of performance, misconduct, or inability to provide services effectively. The GHA shall provide a written enumeration of the reasons for the request, including documentation of the alleged behavior that is the subject of the request. The request of the GHA shall not be unreasonably withheld.
- E. The GHA will work with the GPD to subsidize housing or rent for GPD officers who volunteer to reside in public housing developments selected by the GHA and consistent with HUD regulations, as may be amended from time to time.
- F. The GHA shall be responsible for hours worked by the assigned GPD officer as provided in Article VIII of this Agreement including overtime and shall promptly pay the City invoices submitted for the services provided by the assigned officer. The City will be responsible for the additional officer as provided by Article VIII of this Agreement. The GHA shall be responsible for any invoices for additional services for both assigned officers requested by the GHA under this Agreement.

**ARTICLE III
ENFORCEMENT OF RULES AND REGULATIONS**

- A. The City, through the GPD, consistent with the *Memorandum of Understanding of Operational Procedures* as identified herein, is authorized to enforce the *Trespass and Ban Policy of the Housing Authority of the City of Greenville, North Carolina* and its amendments or other such policies as may be implemented from time to time.
- B. Nothing contained herein shall be construed as permitting or authorizing GPD officers to use any method or to act in any manner in violation of federal or state law, or of their sworn obligations as GPD officers.

**ARTICLE IV
COMMUNICATIONS, REPORTING, AND EVALUATION**

- A. Communications.
 - 1. Access to Information—The City agrees that the GHA will have reasonable access to all public information which deals with criminal activity in any of the GHA’s communities. It is further agreed that the GPD will provide to the GHA copies of such incident reports, arrest reports, or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, in accordance with the public records laws of the State of North Carolina. This information will be provided by the GPD at no cost on a regular basis in accordance with specific procedures that have been or will be established and mutually agreed upon by the parties, except where stated otherwise in this Agreement. GHA and its officers, employees, and agents hereby agree to utilize these documents and/or information solely for official purposes and to limit any distribution and use to only as necessary to defend or prosecute any official action or proceeding related to the GHA’s function and duties.
- B. Reporting.
 - 1. Forms—The GPD will require all assigned GPD officers to complete an activity log and forward a monthly report to the GHA no later than the 15th day of each month. This report will include, but not be limited to, data as follows:
 - a) Hours worked: Foot, bicycle, motorized, other
 - b) Calls/requests for service
 - c) Referrals to City/PHA Agencies
 - d) Vehicle abandoned/towed/stolen
 - e) Drug paraphernalia confiscated/found
 - f) Arrests/citations issued in connection with this Agreement, to include age, sex, ethnicity
 - g) Property recovered/stolen

- h) Counseling of residents and visitors
 - i) Broken lights/sidewalks
 - j) Weapons violations/seized
2. Media Coordination—GPD will relay to the GHA Executive Director or his designee information related to any major crime or incident that occurs on GHA property as soon as possible, preferably before public dissemination.

C. Annual Statistical Crime Information Data.

To the extent feasible, at least twice per year, the City will provide to GHA comparable statistical crime information data for GHA to evaluate what proportion of City-wide criminal activities occur on GHA property. The Parties will communicate and work together to determine the type and scope of data provided.

**ARTICLE V
INDEMNIFICATION**

The City agrees to hold the GHA, its officers, agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the GPD officers providing services under this Agreement except as stated elsewhere in this paragraph or this Agreement. The GHA assumes responsibility for the defense and liability of the City of Greenville, Police Department, other departments and their employees and agents against any claim, lawsuit, or other action brought as a direct result of the City's providing law enforcement services to enforce any federal, state, or GHA laws, regulations, policies, guidelines, or directives.

**ARTICLE VI
TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2018, and end on June 30, 2020, subject to the availability of funds. If funds are not sufficient to enforce this Agreement at any time during the period of this Agreement, the parties can agree to continue the Agreement or terminate this Agreement without penalty, cost, or expense.

**ARTICLE VII
TERMINATION**

Either Party may terminate this Agreement, for convenience or for cause, upon thirty (30) days' written notice to the other Party. In the event that the Agreement is terminated, the GHA shall pay the City the outstanding pro rata amount of the Agreement for work performed through the effective date of termination within thirty (30) days of termination. The City shall deliver to the GHA final reports as provided above through the effective date of termination within thirty

(30) days of termination. The City shall retain the right to suspend performance under this Agreement or terminate this Agreement for nonpayment for services provided to the GHA by the City pursuant to this Agreement and where such nonpayment is for a period of thirty (30) days or more. Such reservation of right shall not waive any other rights in law or equity or privileges of the City concerning the performance or termination of performance of the terms of this Agreement.

ARTICLE VIII COMPENSATION TO THE CITY

All compensation to the City will be made on a cost reimbursement basis. The GHA will reimburse the City for services specified in this Agreement for the expense incurred by the City. Included in the cost reimbursements, the GHA shall be responsible for payment of the salaries of one (1) of the two (2) assigned GPD officers in the performance of the services requested pursuant to this Agreement, and for time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C. and Article IV, paragraph C. Additionally, the GHA shall be responsible for any overtime or extra duty periods of the two (2) assigned GPD officers. The GHA further shall be responsible for payment of training costs as identified in Article I, paragraph H. The City shall be responsible for the salary of one (1) of the two (2) GPD officers and shall be responsible for the benefits paid to the two (2) assigned GPD officers in accordance with the personnel policies and procedures of the City of Greenville; *City of Greenville Personnel Policies*.

The GHA's obligation for reimbursement during the period of this Agreement is a maximum of \$68,060.00 for each year of this Agreement, except for the amount of overtime or extra duty expenses incurred. When the maximum amount of reimbursement for this Agreement period has been reached, the City at its sole discretion may elect to withdraw one (1) of the assigned GPD officers or assume the payments of salary, benefits, overtime, and training for the GPD officer for any portion of the remaining Agreement period.

ARTICLE IX MEMORANDUM OF UNDERSTANDING

The parties to the Agreement declare their intentions to prepare a *Memorandum of Understanding for Operational Procedures* to implement, guide, and incorporate the operational activities and procedures requested to be performed by the assigned GPD officers including the GPD Administrative Liaison Officer. Such *Memorandum of Understanding for Operational Procedures* is incorporated herein by reference as if fully set forth and enforceable as part of this Agreement.

**ARTICLE X
NOTICES**

Any notices required pursuant to the terms of this Agreement shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

GHA: Greenville Housing Authority
 Attn: Executive Director
 PO Box 1426
 Greenville, NC 27835-1426

City: City of Greenville
 Attn: Chief, Greenville Police Department
 PO Box 7207
 Greenville, NC 27835-7207

**ARTICLE XI
CONSTRUCTION OF LAWS**

This Agreement is made and entered into in the City of Greenville, North Carolina. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of North Carolina.

**ARTICLE XII
AMENDMENT OF AGREEMENT**

The Parties agree this Agreement may be amended, but such amendment must be in writing and executed in duplicate originals by persons with authority to bind the Parties.

**ARTICLE XIII
ENTIRE AGREEMENT**

This Agreement shall consist of the following component parts:

- a) This Agreement;
- b) *Memorandum of Understanding for Operational Procedures*
- c) Any subsequent addenda agreed to by both parties.

This Agreement exceeds \$25,000.00, and an Annual Audit under the Single Audit Act is required.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, in duplicate originals, the day and year first above written.

Housing Authority of the City of Greenville, North Carolina

_____(SEAL)
Wayman A. Williams, Executive Director/CEO

Date

ATTEST:

Procurement Officer/Contract Administrator

Date

City of Greenville

_____(SEAL)
Ann E. Wall, City Manager

Date

ATTEST:

Carol L. Barwick, City Clerk

Date

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Wayman A. Williams personally appeared before me this day and acknowledged that he is Executive Director/CEO of the Housing Authority of the City of Greenville, North Carolina, and that by authority duly given and as the act of the organization, the foregoing instrument was signed in its corporate name by its Executive Director and attested by the Procurement Officer/Contract Administrator.

Witness my hand and Notarial Seal, this the _____ day of _____, 2018.

(Official Seal)

Notary Public
My Commission expires:_____

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is City Clerk of the City of Greenville, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Greenville, the foregoing instrument was signed in its corporate name by its City Manager and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the _____ day of _____, 2018.

(Official Seal)

Notary Public
My Commission expires:_____

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.

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

**NORTH CAROLINA
PITT COUNTY**

MEMORANDUM OF UNDERSTANDING FOR OPERATIONAL PROCEDURES

This Memorandum of Understanding for Operational Procedures (“MOU”), is made and entered into July 1, 2018, by and between the City of Greenville, a municipal corporation in the State of North Carolina, (the “City”), and the Housing Authority of the City of Greenville, North Carolina, a public body, body corporate and politic, and a public housing authority organized under the laws of the State of North Carolina, which is sometimes known as HACG or GHA (“GHA”)(individually “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Parties have contemporaneously entered into a Police Services Agreement (“Agreement”); and

WHEREAS, the Parties desire to coordinate and cooperate in the performance of the services identified in the Agreement; and

WHEREAS, the Parties recognize that such services impose unusual constraints and responsibilities on the Parties;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties acknowledge their understanding of their responsibilities under the Agreement relating to the performance of services by police officers of the Greenville Police Department (“GPD”) which are part of the Agreement and that this MOU is incorporated and made a part of the Agreement, and the Parties furthermore agree as follows:

1. **Scheduling and Hours Worked:** The Parties will work together to establish the schedules and working hours of the GPD officers assigned as provided in the Agreement. Schedules, including days and hours worked, holidays, and scheduled days off will be established using past service calls and other records of activity to determine the time periods when police presence is most used or needed. Hours and schedules will be consistent with the Fair Labor Standards Act and the personnel policies and procedures of the City and GPD. The assigned GPD officers, as determined by GPD, will work schedules not to exceed 80 hours in a two-week period, with each scheduled shift to be of a continuous nature except for meal breaks as provided by GPD policies and practices. The GHA will be responsible for any overtime wages and salary payments for the GPD officers assigned pursuant to the Agreement. The hours worked by the GPD officers shall include time after shifts are completed where the assigned GPD officer continues to perform services for the GHA such as the transport of prisoners, report preparation, incident reports, and other work as may be required under the Agreement. The GHA will be responsible for any overtime hours incurred in performing the services requested or

required in the Agreement. The term of this MOU shall be the same as the Agreement subject to the availability of funding.

2. **Additional Work:** The City will provide the GHA, in writing, an estimate for time and materials for additional work or services that require the creation of databases in order to provide the additional requested work or services or that require work or services to be performed in addition to the basic salaries of the two (2) assigned GPD officers. After review of the cost estimates, the GHA will notify the City in writing whether it wants the work or services performed. If the GHA desires the additional work to be performed, the notification to the City will include an acceptance of the estimate for time and materials. It is agreed and understood there may be times that the City determines that the special needs of the City and GPD will best be served by temporarily assigning one (1) or more of the assigned GPD officers to additional work or special needs of the City. In the event of such special needs assignment, the City will be responsible for the salary and other benefits of the assigned GPD officers.

3. **Training:** The City will provide the assigned GPD officers with law enforcement training as required by the State of North Carolina. Any training desired by the GHA relating to housing authority or other related issues will be at the sole expense of the GHA. The GHA will provide travel expenses, course expenses, per diem, and lodging expenses for any GPD officers sent to or requested by GHA to attend such specialized or requested training. Unless otherwise agreed in writing, the time for travel and attendance at such training sessions will be included in the hours worked for each GPD officer attending as provided in Paragraph 1 of this MOU.

4. **Supervision:** It is understood and agreed that the GPD officers assigned to GHA pursuant to the Agreement will report to and are directly responsible to GPD supervisors in their supervisory chain of command. The GHA may not issue instructions or directives that contradict or attempt to override the orders of the City or its employees. In the event of conflicts between the policies or procedures or ordinances of the City and the GHA, the policies or procedures of the City and the ordinances of the City are controlling.

5. **Equipment:** The City will provide the assigned GPD officers with the equipment and vehicles necessary to perform the services under the Agreement as determined solely by GPD. The equipment shall remain the property of the City. GPD will assign vehicles from its fleet for the performance of services under the Agreement, subject to availability, maintenance, or public safety issues. Additional vehicles may be purchased at the expense of the GHA for use by the assigned GPD officers, subject to the vehicles complying with GPD's vehicle equipment standards, markings, and configurations. The GHA may purchase with its funds bicycles for use by the assigned GPD officers as part of the assigned GPD officers patrol duties. Such bicycles will conform to the standards, kind, and equipment requirements for bicycles used by GPD. The GHA shall be responsible for payment for required training by the assigned GPD officers before the assigned GPD officers will be permitted to use the bicycles as part of their patrol duties. The GHA, at its own expense, shall purchase bicycle racks to be attached to the vehicles available to the assigned GPD officers for the performance of duties under the Agreement. Use of bicycles by the assigned GPD officers will conform and comply with GPD standards, scheduling, and use requirements.

6. **Uniforms:** GPD will provide uniforms for the assigned GPD officers consistent with GPD policies and practices. Bicycle uniforms for assigned GPD officers will be provided and purchased at the expense of the GHA, but must meet uniform requirements and approval of GPD, prior to purchase.

7. **GHA Regulations:** Consistent with operational needs, the assigned GPD officers and any tactical officers will be authorized to enforce GHA's *Trespass and Ban Policy of the Housing Authority of the City of Greenville, North Carolina* (the "Policy"). In accordance with, and pursuant to the Policy, the GHA hereby authorizes each assigned GPD officer and every sworn GPD officer to serve as an Authorized Person for the purpose of enforcement of the Policy, and further authorizes the assigned GPD officers and any other sworn GPD officers to complete and/or serve any *Banned Letters* as defined by and pursuant to the Policy. The GHA further directs and authorizes the assigned GPD officers or other sworn GPD officers to issue citations up to and including arrest of individuals for Trespass violations, as defined by and pursuant to the Policy, such as refusing to leave after being directed to do so, or be found on or upon GHA Property after being directed not to enter and/or remain on or upon GHA Property. If a GPD officer, other than the assigned GPD officers under the Agreement, is involved in any administrative or civil proceeding involving a GHA resident, GPD is authorized to substitute GPD officer statements and reports in lieu of presence of the GPD officer.

8. **Administrative Space:** The GHA, at no cost to the City, shall provide administrative office space, furniture, equipment, telephones, and supplies necessary for the assigned GPD officers under the Agreement to prepare GHA reports or other documentation, communications, and information necessary to perform the Agreement.

9. **Incorporation:** It is agreed and understood that this MOU is fully incorporated by reference as part of the Agreement and for operational and procedural issues shall act as the guidelines for the performance by the Parties.

10. **Billing:**

A. The month following the services provided under the Police Services Agreement, GPD's designated billing department will invoice the GHA for the periods of assignment worked by each GPD officer for the preceding month. The GHA shall provide a copy of the hours worked to the designated GPD program coordinator for record keeping purposes. GPD will forward a copy of the record of hours worked to the City's Financial Services Department. The City shall be responsible for all withholding taxes including but not limited to federal and state income, social security and Medicare and any benefits elected and paid to any assigned GPD officer under the Agreement. The City shall be responsible for the preparation, filing, and provision to the assigned GPD officers of any W-2 forms for any services performed during a tax year. The GHA shall be responsible for the payment only for those hours and services performed by the assigned GPD officers on the dates requested.

B. In the event the GHA requests the City to provide additional GPD officers beyond the GPD officers assigned under the Agreement, the City may decline such request where the operational needs and available on-duty manpower would create a concern for public safety and

welfare. In such event, the GHA may request the use of off-duty GPD officers under a separate off-duty agreement at such rates prescribed in the off-duty agreement, if such GPD officers are available. Off-duty GPD officers employed under a separate off-duty agreement will be billed separately from the billing for the GPD officers assigned pursuant to the Agreement and will be paid promptly by the GHA.

11. **Amendments:** The Parties may amend, modify, or change this MOU from time to time to meet the operational and/or procedural requirements necessary to perform the services under the Agreement. Any amendments, modifications, or changes shall be in writing and signed by the authorized and designated representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed in duplicate originals as of the day and year first written above.

Housing Authority of the City of Greenville, North Carolina

_____(SEAL)
Wayman A. Williams, Executive Director/CEO

Date

City of Greenville

_____(SEAL)
Ann E. Wall, City Manager

Date

Greenville Police Department

_____(SEAL)
Mark R. Holtzman, Chief of Police

Date

NORTH CAROLINA

PITT COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Wayman A. Williams personally appeared before me this day and acknowledged that he is the Executive Director/CEO of the Housing Authority of the City of Greenville, North Carolina that by authority duly given and as the act of the organization, has signed the foregoing instrument in its corporate name by its Executive Director for the purposes set forth in the document.

Witness my hand and Notarial Seal, this the _____ day of _____, 2018.

(Official Seal)

Notary Public

My Commission expires: _____.

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Ann E. Wall personally appeared before me this day and acknowledged that she is City Manager of the City of Greenville, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Greenville, the foregoing instrument was signed in its corporate name by its City Manager.

Witness my hand and Notarial Seal, this the _____ day of _____, 2018.

(Official Seal)

Notary Public

My Commission expires: _____.

NORTH CAROLINA

PITT COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Mark R. Holtzman personally appeared before me this day and acknowledged that he is Chief of Police, City Of Greenville, a North Carolina municipal corporation, and that by authority duly given has signed the foregoing instrument for the purposes set forth in the document.

Witness my hand and Notarial Seal, this the _____ day of _____, 2018.

(Official Seal)

Notary Public

My Commission expires: _____.

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.

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

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

Explanation: **Abstract:** The City of Greenville has been approved for loan assistance from the Clean Water State Revolving Fund (CWSRF) in the amount of \$32,620,172 at an interest rate of 0.93%. This is the full amount estimated for the completion of the Town Creek Culvert project and will save the City approximately \$9.3 million in interest costs over a 20-year period.

Explanation: The City received bids for the Town Creek Culvert project in June of 2017. Subsequently, the City requested the full amount anticipated for the project, \$32,620,172.44. The Local Government Commission (LGC) approved this request, and on May 14, 2018, NCDEQ-DWI made the formal offer for the revised loan amount of \$32,620,172 with a 0.93% interest rate, a maximum loan term of 20 years, and an estimated closing fee of \$652,403 (2% of loan amount). The rate of 0.93% is a weighted average rate comprised of:

- \$16,000,000 at 0.0% interest
- \$16,620,172 at approximately 1.83% interest (half the market rate).

This saves the City approximately \$9.3 million in interest costs over a 20-year period.

Acceptance of the loan by the City requires the adoption of the attached resolution which accepts the offer and also gives the assurances that all items referenced in Section 11 - Assurances of the Offer and Acceptance will be adhered to. In addition, the attached Offer and Acceptance Document making the loan offer has been signed by the NCDEQ and must be executed by the City's representative identified in the resolution (City Manager).

Fiscal Note: The City will be required to repay the loan amount at 0.93% interest over a 20-year period. Payment will be made from the revenue of the City's Stormwater Utility Fund. The 2% closing fee will also be paid by the Stormwater Utility Fund. Payment of the closing fee (cost of bond issuance) is required prior to the first disbursement of funds.

Recommendation: By the adoption of the attached resolution, City Council will accept the State Revolving Loan offer of \$32,620,172 and give assurances to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer will be adhered to.

ATTACHMENTS:

- ▣ **Resolution - Town Creek Culvert and BMP Retrofit 2 1081082**
- ▣ **TCC Offer and Acceptance**

RESOLUTION NO. -18
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
ACCEPTING A STATE REVOLVING LOAN OFFER AND MAKING APPLICABLE
ASSURANCES CONTAINED IN THE OFFER RELATING TO THE CITY OF GREENVILLE
TOWN CREEK CULVERT AND BMP RETROFIT PROJECT

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

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a State Revolving Loan in the amount of \$32,620,172 for the construction of the City of Greenville Town Creek Culvert and BMP Retrofit Project; and

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

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

- 1) That the City of Greenville does hereby accept the State Revolving Loan offer of \$32,620,172.
- 2) That the City of Greenville does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer, Section II – Assurances will be adhered to.
- 3) That Ann E. Wall, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
- 4) That the City of Greenville has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

This the 11th day of June, 2018.

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk
#1081082

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

Funding Award Offer and Acceptance

Legal Name and Address of Award Recipient

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

Account

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

State Project Number: E-SRF-T-14-0393

Federal Project Number: CS370487-10

CFDA Number: 66.458

Amendment	Date	Additional Amount
Original	12-3-2015	\$13,340,571
1	3-6-2018	\$2,659,429
2	5-1-2018	\$16,620,172

Project Description:

Town Creek Culvert & BMP Retrofit –

Division A, A Alternate and B:
Replacement of culvert pipe; rehabilitation of existing box culvert; installation of oversized junction boxes, 10'x 8' reinforced concrete box culvert, bio-retention area, two regenerative storm water conveyance systems, street replacement with permeable pavement and an inlet capture device.
Replacement of culvert pipe, endwalls, and associated site work.
Replacement of gravity sewer, sewer manholes, sewer laterals, oversized junction boxes, and water line

Total Financial Assistance Offer: **\$32,620,172**
Principal Forgiveness: **\$0**
Total Project Cost: **\$32,620,172**
Interest Rate: (Weighted) **0.93% Per Annum**
Maximum Loan Term: **20 Years**
Estimated 2% or 1.5% Closing Fee: **\$652,403**

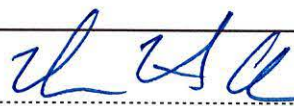
Pursuant to North Carolina General Statute 159G:

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

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

For The State of North Carolina:

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

Signature:  Date: 5/11/18

On Behalf of:

City of Greenville

Name of Representative in Resolution:

Title (Type or Print):

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

Signature: _____ Date: _____

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

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

ASSURANCES

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

Acknowledgement of Standard Conditions and Assurances

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

.....
Signature

.....
Date



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Allen Road Multi-Lane Improvement Project

Explanation: **Abstract:** The City is entering into a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for betterments for the Allen Road Widening Project No. U-5875, Roadway Improvements on SR 1203 (Allen Road) from SR 1467 (Stantonsburg Road) to US 13 (Dickinson Avenue Extension). At the request of the City and in accordance with NCDOT's Pedestrian Policy Guidelines, NCDOT will include provisions in its construction contract for the construction of betterments within the corporate limits of the City of Greenville and Pitt County that include a 5- foot wide sidewalk on both sides of Allen Road, at the intersection and portions of Stantonsburg Road, and at part of the intersection of Dickinson Avenue Extension. The estimated cost to the City of Greenville is \$241,800.00

Explanation: The North Carolina Department of Transportation has programmed Roadway Improvements on SR 1203 (Allen Road) from SR 1467 (Stantonsburg Road) to US 13 (Dickinson Avenue Extension) to widen to multi-lanes. At the request of the City of Greenville and in accordance with NCDOT's Pedestrian Policy Guidelines, NCDOT will include provisions in its construction contract for the construction of betterments within the City of Greenville's corporate limits and Pitt County, which includes approximately 25,740 linear feet of 5-foot wide sidewalk along both sides of Allen Road, at the intersection and portions of Stantonsburg Road, and at part of the intersection of Dickinson Avenue Extension.

Work will be performed in accordance with NCDOT's policies, procedures, standards, specifications, and the following provisions: NCDOT will prepare the environmental and/or planning document; obtain any environmental permits required; prepare the project plans and specifications; acquire any needed right of way required; construct the Project in accordance with the plans and specifications as approved by NCDOT; and administer the construction contract.

Upon completion of the project, the City of Greenville will assume all maintenance responsibilities for the betterments and release NCDOT from all liability relating to such maintenance. In accordance with the Pedestrian Policy Guidelines, the City of

Greenville will reimburse NCDOT 40% of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities. NCDOT shall participate in 60% of the actual cost of the pedestrian facilities for that portion of the project within the corporate limits and Pitt County where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is \$604,500. The estimated cost to the City of Greenville is \$241,800. Both parties understand that this is an estimated cost and is subject to change.

Construction is scheduled to begin in FY 2021 and be completed in FY 2023. Upon completion of the project, NCDOT will invoice the City of Greenville for its share of the actual costs of the betterments. Reimbursement to NCDOT shall be made in one final payment within sixty days (60) of invoicing by NCDOT.

Fiscal Note:

The City will be responsible for 40% of the actual cost (estimated at \$241,800) of all requested betterments which are due to be invoiced to the City in FY 2023 and will be paid for from the Capital Improvement Funds. Annual maintenance cost is estimated to be \$3,380.

Recommendation:

City Council approve the Municipal Agreement with NCDOT for betterments along Allen Road.

ATTACHMENTS:

- ☐ **Allen Road Municipal Agreement**

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT
MUNICIPAL AGREEMENT WITH BETTERMENTS**

PITT COUNTY

DATE: 6/4/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5875

AND

WBS Elements: 44677.3.1

CITY OF GREENVILLE

AND

PITT COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greenville, a local government entity, hereinafter referred to as the "Municipality", and Pitt County, a local government entity, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality and County under Project U-5875, in Pitt County; and,

WHEREAS, all parties have agreed that the Municipal and County limits as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of improvements on SR 1203 (Allen Road) from SR 1467 (Stantonsburg Road) to US 13 (Dickinson Avenue Extension).
2. At the request of the Municipality and the County, and in accordance with the Department's *Pedestrian Policy Guidelines*, the Department shall include provisions in its construction contract for the construction of pedestrian facilities along the east and west side of SR 1203 (Allen Road). Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. It is understood by all parties that all work for the pedestrian facilities shall be performed within the existing right of way. However, should it become necessary, the Municipality and/or County, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

6. It is understood that the municipally-owned water and sewer lines are owned by Greenville Utilities Commission, therefore a separate Utility Agreement will be prepared with Greenville Utilities Commission. The Municipality shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately - or publicly-owned utilities.

CONSTRUCTION

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

8. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
9. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the sidewalk within the Municipal limits and release the Department from all liability relating to such maintenance.
10. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the sidewalk portions within the County limits and release the Department from all liability relating to such maintenance.

COSTS AND FUNDING

11. The Municipality shall participate in the costs of the Project as follows:

- A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department forty percent (40%), of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities within the Municipal limits and the County. The Department shall participate in sixty percent (60%) of the actual cost of the pedestrian facilities for the portion of the project within the Municipal limits and the County, where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is \$604,500. The estimated cost to the Municipality is \$241,800. Both parties understand that this is an estimated cost and is subject to change.
- B. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the sidewalk Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.
- C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

ADDITIONAL PROVISIONS

- 12. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality and County certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- 13. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

14. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
15. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
16. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
17. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
18. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate, the day and year heretofore set out, on the part of the Department, the Municipality and the County by authority duly given.

L.S. ATTEST: CITY OF GREENVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the City of Greenville as attested to by the signature of Clerk of said governing body on _____(Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Greenville

L.S. ATTEST:

PITT COUNTY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Approved by _____ of the local governing body of the Pitt County as
attested to by the signature of Clerk of said governing body on _____(Date)

Remittance Address:

Pitt County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Resolution declaring two stormwater cameras as surplus and authorizing their disposition by exchange for a new camera system

Explanation: **Abstract:** City staff negotiated with Jet-Vac Equipment Company to exchange two surplus stormwater cameras for a new camera system.

Explanation: The Public Works Department acquired the camera systems described below for the purpose of inspecting stormwater pipes. They are used to investigate existing stormwater pipe collection system to assess existing conditions as well as to verify correct installation of new infrastructure to be accepted by the City for maintenance.

- **2006 Aries Saturn III Portable Color Inspection System to include:** Camera, Carrying Case, Kit Spare Parts, Case Unit W/Video Display & Keyboard, Badger Wheeled Transporter, and Saturn Portable Reel w/ Large Line Kit. This system is past its useful life. Additionally, this camera does not have the ability to record video of the pipe. Video records are a necessary component in order to monitor potential degradation of the pipe condition.
- **2014 Cues Portable CCTV System to include:** K2 Portable Wheeled Dolly, K2 Portable PCU Assembly, Steerable Pipe Ranger, OX II Pan/Tilt/Zoom Camera, DVD Recorder, Wireless Hand Held Controller, Electronic Camera Lift, 1000' Gold Multi Conductor Cable, Remote Hand Controller for Dolly, 6"-8", 8"-10", 10"-15" Tire Kit, 12"- 18" & 18"- 60" Pneumatic Tires, PCU Enclosure for Dolly, and Truck Mount for Doll. This camera system is no longer reliable. The data/fiber connection to the camera unit has been problematic. This has resulted in this unit being out of service for extended periods of time.

Through negotiation, Jet-Vac Equipment Company has agreed to exchange the surplus property listed above for a new camera system shown below for full and fair consideration to the City:

- **2018 ORION Zoom Camera and BP 100 Control Console to include:** KW 206 Powered Reel with Level Wind, 656 feet of High-Strength Cable, T66.1 Tractor for 4" and up CC2.1 Camera Connector, Pressure Test Set, and Downhole Roller

This new camera will be housed in a trailer being retrofitted at a cost of approximately \$6,700 to accommodate the equipment and will be used for inspection of our storm water system.

Fiscal Note:

The fair market value of the surplus items equals \$50,000, and the fair market value of the items received equals \$74,574.

Recommendation:

Adopt the attached resolution declaring the above-listed property as surplus and authorizing its exchange for the listed property with Jet-Vac Equipment Company.

ATTACHMENTS:

- ▣ **Resolution_to_Dispose_by_Exchange_-_SW_Camera_System_1081107**

RESOLUTION NO. _____ - 18
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING ITS DISPOSITION BY EXCHANGE

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

- 1- 2006 Aries Saturn III Portable Color Inspection System to include:
Camera, Carrying Case, Kit Spare Parts, Case Unit W/Video Display &
Keyboard, Badger Wheeled Transporter, Saturn Portable Reel w/ Large Line Kit
- 1- 2014 Cues Portable CCTV System to include:
K2 Portable Wheeled Dolly, K2 Portable PCU Assembly, Steerable Pipe Ranger,
OX II Pan/Tilt/Zoom Camera, DVD Recorder, Wireless Hand Held Controller,
Electronic Camera Lift, 1000' Gold Multi Conductor Cable, Remote Hand
Controller for Dolly, 6"-8", 8"-10", 10"-15" Tire Kit, 12"- 18" & 18"- 60"
Pneumatic Tires, PCU Enclosure for Dolly, Truck Mount for Dolly.

WHEREAS, the City of Greenville has entered into private negotiation with a firm, Jet-Vac Equipment Company, who has agreed to exchange the surplus property listed above for new equipment listed below for full and fair consideration to the City:

- BP 100 Control Console
- KW 206 Powered Reel with Level Wind
- 656 feet of High-Strength Cable
- T66.1 Tractor for 4" and up
- CC2.1 Camera Connector
- ORION Zoom Camera
- Pressure Test Set
- Downhole Roller

WHEREAS, the fair market value of surplus items equals \$50,000.00 and the fair market value of items received equals \$74,574.00.

WHEREAS, North Carolina General Statute 160A-271 provides for the release of such City property by exchange if the City receives full and fair consideration pursuant to a resolution authorizing the exchange adopted at a regular meeting of the Council upon 10 days' public notice;

WHEREAS, notice summarizing the contents of this resolution with its intent to exchange said property was published no less than 10 days from the date of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above listed property is hereby declared as surplus and the Purchasing Manager is hereby authorized to exchange the listed surplus property with Jet-Vac Equipment Company.

This 11th day of June, 2018.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk
Doc# 1081107



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Resolution declaring as surplus and authorizing the disposition of four vehicles by electronic auction

Explanation: **Abstract:** The Public Works Department has determined that four heavy-duty vehicles are surplus to its needs. The equipment has been removed from the fleet, and staff is requesting that City Council declare these items as surplus and authorize the sale of the equipment via GovDeals, the City's on-line auction service.

Explanation: The Public Works Department has determined that the following vehicles are surplus to its needs:

Asset#	Year	Make	Model	Type	VIN#
5107	2002	GMC	C6500	Truck	1GDP7H1C32J500275
6739	2008	GMC	C8500	Truck	1GDV8C4B88F403871
8031	2012	Freightliner	M2	Johnson Street Sweeper	4UZACRDT0CCBP1966
8108	2013	Freightliner	M2	Truck	1FVHCYBC0DHBY3907

All equipment above is deemed surplus as major repairs are needed in order to keep the equipment operable. The cost to repair the equipment outweighs the useful life of the equipment.

The Purchasing Manager has the authority to surplus property with an estimated value of less than \$30,000. The items listed are valued over \$30,000; therefore, City Council is asked to declare these items as surplus and authorize their disposition via electronic auction on the GovDeals.com website.

Fiscal Note: The sale of each vehicle is estimated to produce revenue of \$30,000 or more. The revenue received will be returned to the Vehicle Replacement Fund.

Recommendation:

Approve the resolution declaring the four assets as surplus and authorize the Purchasing Manager to proceed with the disposition of the equipment via electronic auction.

ATTACHMENTS:

- ▣ **Resolution**

RESOLUTION NO. _____ - 18
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

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

Asset#	Year	Make	Model	Type	VIN#
5107	2002	GMC	C6500	Truck	1GDP7H1C32J500275
6739	2008	GMC	C8500	Truck	1GDV8C4B88F403871
8031	2012	Freightliner	M2	Johnson Street Sweeper	4UZACRDT0CCBP1966
8108	2013	Freightliner	M2	Truck	1FVHCYBC0DHBV3907

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above listed property is hereby declared as surplus and the Purchasing Manager is hereby authorized to sell the above listed property to the highest bidder on June 22, 2018, at 3:00 p.m. via electronic auction on GovDeals - www.govdeals.com, said electronic address being where the information about the property to be sold can be found and where electronic bids may be posted.

BE IT FURTHER RESOLVED that the property listed above will be sold in accordance with the electronic auction procedure utilized by the Purchasing Manager to sell surplus property and shall be sold on an "as is" basis with the sale being final and that the City of Greenville reserves the right to reject any and all bids.

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

This 11th day of June, 2018.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc# 1080187



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Approval to purchase twelve vehicles for various City departments

Explanation: **Abstract:** The Public Works Department is requesting to purchase 11 replacement vehicles for several City departments at a cost of \$1,007,427 by utilizing monies available in the FY 2018 Vehicle Replacement Fund. Staff is also recommending the purchase of 1 new Stormwater Truck using \$206,749 from the Stormwater Fund.

Explanation: Originally, a new ladder truck was scheduled to be acquired in FY 2018 to replace vehicle #5120 (2001 ladder truck). The projected cost of this truck is \$1.5 million. The purchase of this vehicle will require construction of an addition to Fire/Rescue Station #1 to accommodate this new ladder truck. As a result, the purchase of the new ladder truck is now scheduled for FY 2019. This action resulted in approximately \$1.5 million being available in the FY 2018 Vehicle Replacement Fund budget.

Vehicles that were identified for replacement in FY 2019 will be purchased in place of the ladder truck so that FY 2018 funds are utilized. The 11 vehicles will be replaced at a cost of \$1,007,427.

Additionally, the Public Works Department completed the evaluation of a new Stormwater Truck and Camera System. This vehicle will be used to house and transport equipment as well as provide a workplace for staff to review video and provide condition assessments. This will allow staff to identify urgent stormwater infrastructure needs, plan for the future, and inspect public infrastructure before it is accepted for maintenance. The new truck will be funded by the Stormwater Fund. To provide the City the best value for these vehicles, Public Works will be using the following Purchase Contracts: the Houston-Galveston Area Cooperative Purchasing Program to purchase (1) EMS unit; the North Carolina State Contract 760H for Construction Equipment to purchase (1) Backhoe; and the North Carolina Sheriff Association Contract to purchase (3) Ford Interceptors, (4) Ford F150's and (2) Knuckle Boom Trucks.

Fiscal Note: Funding for these purchases will come from the FY 2018 Vehicle Replacement Fund (\$1,007,427) and the Stormwater Fund (\$206,749).

Recommendation: City Council approve the purchase of the 11 replacement vehicles as listed using the FY 2018 Vehicle Replacement Fund and approve the purchase of 1 new Stormwater vehicle utilizing Stormwater Funding.

ATTACHMENTS:

- ❑ **Vehicle Replacement Fund**

City of Greenville
 Vehicle Replacement Fund (VRF)
 Vehicles Scheduled for Replacement per June 2018 Agenda Item

A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K. = J. / H.	L.	M. = L. / 3.92	N. = M. * H.	O. = N. / F.
#	Dept	Model Year	Description	Model ID	Actual Replacement Cost	Expected Life (Years)	Actual Life (Years)	Target Meter Miles	Actual Meter Miles	Actual Average Miles / Year	Actual Maint Cost Since 2015	Average Maint per Year	Estimated Maint Cost Over Actual Life	% of Replace Cost

June 2018 Replacement Summary

1.	EMS	2010	RESCUE TRUCK	G4500	\$ 305,957	6	6.9	75,000	120,385	17,423	\$ 50,585	\$ 12,904	\$ 89,164	29.1%
2.	POLICE	2006	SEDAN	CROWN VICTORIA	\$ 53,345	5	11.8	75,000	106,908	9,035	\$ 12,695	\$ 3,238	\$ 38,320	71.8%
2.	POLICE	2007	SEDAN	MALIBU-LS	\$ 53,345	8	10.9	75,000	110,974	10,172	\$ 9,937	\$ 2,535	\$ 27,655	51.8%
3.	POLICE	2011	SEDAN	POLICE SEDAN	\$ 41,701	5	6.7	75,000	82,980	12,317	\$ 20,409	\$ 5,206	\$ 35,076	84.1%
4.	SANITATION	2005	PICKUP TRUCK	SILVERADO-1500	\$ 28,914	10	12.8	75,000	129,074	10,080	\$ 11,276	\$ 2,876	\$ 36,834	127.4%
5.	SANITATION	2007	KNUCKLE BOOM	C8500	\$ 168,000	7	10.7	75,000	104,108	9,743	\$ 53,520	\$ 13,653	\$ 145,883	86.8%
5.	SANITATION	2008	KNUCKLE BOOM	C7500	\$ 168,000	7	9.7	75,000	91,350	9,430	\$ 68,970	\$ 17,594	\$ 170,448	101.5%
4.	SANITATION	2011	PICKUP TRUCK	F150-XL	\$ 28,914	10	6.7	75,000	90,558	13,420	\$ 12,408	\$ 3,165	\$ 21,359	73.9%
4.	SANITATION	2004	SEDAN	TAURUS-LX	\$ 28,914	8	13.9	75,000	66,531	4,793	\$ 3,965	\$ 1,011	\$ 14,041	48.6%
6.	STREET	2004	BACKHOE	580SM	\$ 101,423	10	13.6	75,000	90,000	6,630	\$ 26,853	\$ 6,850	\$ 92,993	91.7%
4.	R&P	2010	PICKUP TRUCK	F150-XL	\$ 28,914	10	7.9	75,000	76,322	9,679	\$ 19,188	\$ 4,895	\$ 38,595	133.5%

Total	\$ 1,007,427	86	111.7	825,000	1,069,190	9,576	\$ 289,805	\$ 73,930
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Average per Vehicle	\$ 91,584	8	10.2	75,000	97,199
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1

City of Greenville
1500 Beatty Street
Greenville, NC 27834

Monday May 7, 2018

Atlantic Emergency Solutions, the North Carolina dealer for Road Rescue Emergency Vehicles, is pleased to present you with pricing regarding your request for 2018 Ford E450 Ultramedic, Ambulance(s).

The prices to customize and manufacture the truck matching your specifications are as follows:

Total cost for (1) unit: \$265,961.00
Total cost for (2) units: \$519,774.00 --- \$259,887.00 price per unit
Total cost for (3) units: \$767,715.00 --- \$255,905.00 price per unit

The price includes the following:

2018 Ford E450 GPC Discount of \$6,607 per unit. Discount will change for a 2019 Chassis.

Equipment

Stryker Power Pro XT with Customer specified option
NO SMOKE direct source capture diesel exhaust removal system, installed in Greenville, NC

Factory Pickup and Transportation

Road Rescue will drive new unit(s) from Road Rescue to Fayetteville Service facility after final inspection

Dealer Pre-Delivery Inspection

Fayetteville service center will perform a pre-delivery inspection after delivery from the Road Rescue factory

Delivery

Greenville will take delivery of unit(s) from Fayetteville Service Center after pre-delivery inspection is completed

Fuel and Tags

Atlantic will ensure the unit(s) has a full tank of fuel and a temporary tag

Pre-Construction Meeting

A pre-construction meeting will take place in Greenville, NC at customers convenience

Inspection Trips Include

- (1) Mid-Point, post paint inspection trip to Winter Park, Florida for (3) department personnel
- (1) Final inspection trip to Winter Park, Florida for (6) department personnel



www.atlanticemergency.com

(800)

Standing true to their motto, In Service for Life, Road Rescue has been manufacturing quality units since 1976. Located in Winter Park, Florida, Road Rescue offers a diverse product line, allowing for unique and custom ambulance configurations. Being one of only two ISO 9001 certified ambulance manufactures in the industry, Road Rescue prides itself on safety, innovation, maintenance, and the Road Rescue experience. Road Rescue's parent company, REV, is no stranger to the world of emergency apparatus. Representing eight unique emergency apparatus brands, REV has the experience and knowhow to continue leading Road Rescue in an innovative and prosperous state of operation.

At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With eleven (11) service centers and over fifteen (15) fully stocked service vehicles located throughout Maryland, Delaware, Virginia, and North Carolina our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine and emergency service to its customers in North Carolina. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of the City of Greenville and all those involved in the fire and emergency field.

Thank you!

Michael F. Guzman



VP of Ambulance Sales



www.atlanticemergency.com

(800)

1

**EMS Equipment for New Truck
(To Replace EMS Veh# 7079)**

Equipment Description	Costs	Method of Purchase
1 Motorola dual head radio-	\$5,789.67	NC State Contract
Defibrillator	\$30,000.00	NC State Contract
2 airpacks per truck- item X3214022200402 Scott AP-75 3013 Edition With the following, Standard Harness, belt, CBRN Quick connect Regulator, Dual EBSS , Pass , Pak-Tracker and Sems II	\$10,578.00	Informal Bid
2 bottles per truck-item 804721-01, Scott 4.5 30 min carbon fiber	\$1,642.00	Informal Bid
2 masks per truck- Item 201215-05 Medium Face seal, Right Comm Bracket	\$524.00	Informal Bid
2 Vulcan flashlights per truck- orange	\$318.00	Informal Bid
1 Zoll Ferno D 360 Swivel Defibrillator Mount for Zoll X series per truck	\$1,200.00	Informal Bid

TOTAL \$50,051.67

Ultramedic

by  **Road Rescue**
AN ALLIED SPECIALTY VEHICLES COMPANY
In Service for Life



The Ultramedic is the flagship in the Road Rescue line



Road Rescue pioneers new features that allow emergency personnel to provide effective patient care in a safe, secure environment. When you choose Road Rescue, you know you're getting the safest, most innovative ambulances in the industry with features designed to provide a secure environment for patient care and occupant safety.

Standard Features

Hidden Hinges - Exclusive design protects hinges from environmental conditions and provides a clean, streamlined appearance.

Wall-Panel Construction - Formed .125" aluminum utilizing pan formed, single sheet front, rear and side wall design principles enhances a robust modular structure.

Roof Radius - The perimeter of the roof is framed with a radius extrusion with triple-wall webbing for long-term strength and structural integrity.



www.RoadRescue.com

Road Rescue is an ISO 9001:2008 Certified Company





Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731
Fax: 828-258-6012

Customer Proposal

Prepared for:

Angel Maldonado
City of Greenville NC

Prepared by:

Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 12/20/2017

Vehicle: 2018 Police Interceptor Utility Base
AWD

Quote ID: 1030201701





Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2018 Police Interceptor Utility, Sport
 Utility
 AWD Base(K8A)
 Price Level: 815 Quote ID: 1030201701

2

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$42,801.00
<i>Pre-Tax Adjustments</i>	
Description	
Fleet Concession	-\$2,500.00
DEALER DISCOUNT	-\$3,528.82
Total	\$36,772.18

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, City of Greenville NC
 By: Jeffrey Williams Date: 12/20/2017

2

2018 Ford Interceptor SUV "Marked" Unit
(Equipment needed to replace GPD Vehicle#'s 6602,6670)

QTY per Veh	Manufacturer	Description	Part #	COST EA	Total Product Cost	Placement
1	MnStar	Wiring Harness	Custom	\$300.00	\$300.00	
4	Whelen	ION light LED Blue	WHE-ION	\$105.00	\$420.00	grille
4	Whelen	ION light LED Blue	WHE-ION	\$105.00	\$420.00	2 each side rear cargo
4	Whelen	Pedestal mount kit Black	WHE-IONPEDB	\$40.00	\$160.00	2 each side rear cargo
2	Whelen	Round split red/white compartment light 3"	WHE-3SRCCDCR	\$50.00	\$100.00	Interior cargo
2	Whelen	V Series Blue	WHE-IONV1B	\$162.00	\$324.00	license plate holder
1	Whelen	License plate bracket	WHE-IONBKT1	\$20.00	\$20.00	license plate holder
1	Whelen	Inner Edge XLP all Blue w/ takedowns (Dual Color)	WHE-IX34UFZ	\$956.00	\$956.00	front driver/passenger, outer blue lights should be steady blue
1	Whelen	Undervisor mounting bracket		\$0.00	\$0.00	front passenger side
2	Whelen	Micron Blue	WHE-MCRNSB	\$95.00	\$190.00	1@side passenger row (steady blue)
1	Whelen	Inner Edge RTX ABBB BBBA w/ traffic advisory	WHE-IE34UR8	\$1,120.00	\$1,120.00	lights should be steady blue
1	Whelen	mounting bracket for upper rear cargo		\$0.00	\$0.00	rear cargo
2	Whelen	ION light LED Blue	WHE-ION	\$105.00	\$210.00	1 each side b-pillar
1	Whelen	Speaker 100 watt	WHE-SA315P	\$200.00	\$200.00	
1	Whelen	SA315 Mount Kit	WHE-SAK44	\$25.00	\$25.00	
1	Whelen	Siren Amplifier	WHE-295SLSA6	\$425.00	\$425.00	
2	Whelen	Tracer All Blue	WHE-TCRH55	\$670.00	\$1,340.00	
6	Whelen	Bracket	WHE-TCRLBKT	\$25.00	\$150.00	
1	Havis Shield	Console 21" include equipment bracket for Radio (XTL2500) (2.5) 40-WS2-1P for A6/mpc01 295SLSA6 (4) (1) filler plate (5") (1) filler plate (1 1/2") (1) filler plate (1/2")	HAV-C-VS-1308-INUT HAV-C-EB25-MMT HAV-C-EB40-WS2-1P C-FP-5 C-FP-15 C-FP-05	\$300.00	\$300.00	
1	Havis Shield	Dual Cupholder 4"	HAV-C-CUP2-I	\$35.16	\$35.16	
1	Havis Shield	Adjustable Arm Rest	HAV-C-ARM-103	\$99.70	\$99.70	
1	Havis Shield	3 Lighter Plug w/ 1 switch cut out	C-LP3-PS	\$35.16	\$35.16	
1	Havis Shield	Dual USB charger Module	C-USB-1	\$47.60	\$47.60	
1	Havis Shield	Printer Mount	HAV-C-PM-101	\$89.65	\$89.65	
1	Havis Shield	Mic Clip Bracket	HAV-C-MCB	\$11.76	\$11.76	right console
1	Havis Shield	Integrated Control System w/ synca	ICS-B-F03-102	\$3,590.00	\$3,590.00	
1		20 ft USB cable - (note: only needed if ICS is installed)		\$33.00	\$33.00	
1		10 ft USB cable -(note: only needed if ICS is not installed)		\$15.00	\$15.00	
1	Havis Shield	Keyboard w/ mounting - rugged	PKG-KB-201	\$480.98	\$480.98	
1	Havis Shield	Flex arm package and mount (note: only needed if ICS is not installed)	PKG-FAM-104	\$156.12	\$156.12	right side of console
1	Havis Shield	if ICS is installed)	C-TCB-7	\$103.95	\$103.95	
1	Havis Shield	Tilt Swivel Motion Device (note: only needed if ICS is installed)	C-MD-202	\$62.45	\$62.45	
1	Havis Shield	Charge Guard	CG-X	\$79.20	\$79.20	inside truck vault
1	Magnetic Mic	Magnetic Mic Conversion Kit	MAGMIC	\$30.00	\$30.00	
1	Setina	Prisoner Transport Partition Recessed panel partition w/horizontal sliding windows #10VS 10XL recessed panel coated polycarbonate	SET-10VS-XL-C-INTSUV	\$600.00	\$600.00	
1	Setina	Rear Poly Partition	SET-12VS-P-INTSUV	\$300.00	\$300.00	
1	Setina	PC Lower Extension Panels	Inc (SET-PX1130ITU12)	\$0.00	\$0.00	
1	Setina	Full Rear Transport Seat TPO Plastic to include center pull seat belt	SET-QK0634ITU12	\$550.00	\$550.00	
1	Setina	Window barrier S polycarbonate tinted	WK0595ITU12T	\$160.00	\$160.00	

2

QTY per Veh	Manufacturer	Description	Part #	COST EA	Total Product Cost	Placement
1	Setina	Single Rifle T-Rail Mount w/partition mount & universal lock W/ PG7529	MT-SSVWML	\$220.00	\$220.00	
1	Truck Vault	2 Drawer Cargo Box top drawer w/ Kaba Simplex Combo & key override	FDEXRN2-11N-TR-Z3	\$1,940.80	\$1,940.80	
1	STI-Co Ind	Concealed Internal Antenna	454562	\$80.00	\$80.00	
1	GlobalSAT	GPS	MR-350PS4	\$65.97	\$65.97	
1	GlobalSAT	USB cable for antenna	X000S3TVHD	\$25.93	\$25.93	
1		Cable from ECM to fuel nozzle w/ service loop		\$0.00	\$0.00	
1		Window Tint front left and right door	35%	\$0.00	\$0.00	
		DMV Registration			\$1,100.00	

TOTAL \$16,572.43

3



Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731
Fax: 828-258-6012

Customer Proposal

Prepared for:

Angel Maldonado
City of Greenville NC

Prepared by:

Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 12/20/2017

Vehicle: 2018 Police Interceptor Utility Base
AWD

Quote ID: 1030201701





Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2018 Police Interceptor Utility, Sport
 Utility

AWD Base(K8A)
 Price Level: 815 Quote ID: 1030201701



Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$42,801.00
<i>Pre-Tax Adjustments</i>	
Description	
Fleet Concession	-\$2,500.00
DEALER DISCOUNT	-\$3,528.82
<hr/>	
Total	\$36,772.18

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, City of Greenville NC
 By: Jeffrey Williams Date: 12/20/2017

3

2018 Ford Interceptor SUV (unmarked)
 (Equipment Needed to replace GPD Vehicle# 7088)

QTY	Manufacturer	Description	Part #	Placement	Price Ea	Total
4	Whelen	ION Split light LED	WHE-IONE	grille	\$ 65.49	\$ 261.96
1	Whelen	V-Series light head w/180 degree (pair)	WHE-SK01V3B8	front fender	\$ 330.00	\$ 330.00
2	Whelen	ION LED w/ black housing Blue	WHE-IONE	b-pillar	\$ 65.49	\$ 130.98
2	Whelen	Pedestal mount kit Black	WHE-IONPED8	b-pillar	\$ 35.00	\$ 70.00
1	Whelen	Inner Edge XLP all Blue	WHE-IX38UF6P	front passenger side	\$ 295.00	\$ 295.00
1	Whelen	Undervisor mounting bracket	Included on Light	front passenger side		\$ -
2	Whelen	ION LED w/ black housing Blue	WHE-IONE	rear deck	\$ 65.49	\$ 130.98
2	Whelen	Pedestal mount kit Black	WHE-IONPED8	rear deck	\$ 35.00	\$ 70.00
2	Whelen	V Series Blue	WHE-IONV1B	license plate light	\$ 119.00	\$ 238.00
1	Whelen	License plate bracket	WHE-IONBKT1	license plate holder	\$ 14.50	\$ 14.50
1	Whelen	Speaker 100 watt	WHE-SA315P		\$ 110.00	\$ 110.00
1	Whelen	SA315 Mount Kit	WHE-SAK39		\$ 15.00	\$ 15.00
1	Whelen	Siren Amplifier	WHE-295SLSA6		\$ 274.00	\$ 274.00
1	Havis Shield	Console 23" (15" front & 8" rear include equipment bracket for Radio (XTL2500) (2.5) 40-WS2-1P for A6/mpc01 295SLSA6 (4) (1) filler plate (5") (1) filler plate (1")	HAV-C-VS-1508-INSE HAV-C-EB25-MMT HAV-C-EB40-WS2-1P C-FP-5 C-FP-1		\$ 250.44	\$ 250.44
1	Havis Shield	Dual Cupholder 4"	HAV-C-CUP2-I		\$ 25.57	\$ 25.57
1	Havis Shield	Adjustable Arm Rest	HAV-C-ARM-103		\$ 71.89	\$ 71.89
1	Havis Shield	3 Lighter Plug w/ 1 switch cut out	C-LP3-PS		\$ 30.45	\$ 30.45
1	Havis Shield	Dual USB charger Module	C-USB-1		\$ 34.51	\$ 34.51
1	Havis Shield	Printer Mount	HAV-C-PM-101		\$ 64.99	\$ 64.99
1	Havis Shield	Mic Clip Bracket	HAV-C-MCB	right console	8.52	\$ 8.52
1	Magnetic Mic	Magnetic Mic Conversion Kit	MAGMIC		\$ 29.00	\$ 29.00
1	Vault	Trunk Vault	Vault		\$ 875.00	\$ 875.00
1	Setina	Single Rifle T-Rail Mount w/freestanding mount & universal lock			\$ 310.00	\$ 310.00
1		Window Tint	35%			\$ 188.00
		Registration				\$ 1,100.00

TOTAL \$ 4,928.79



Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731
Fax: 828-258-6012

Customer Proposal

Prepared for:

Angel Maldonado
City of Greenville NC

Prepared by:

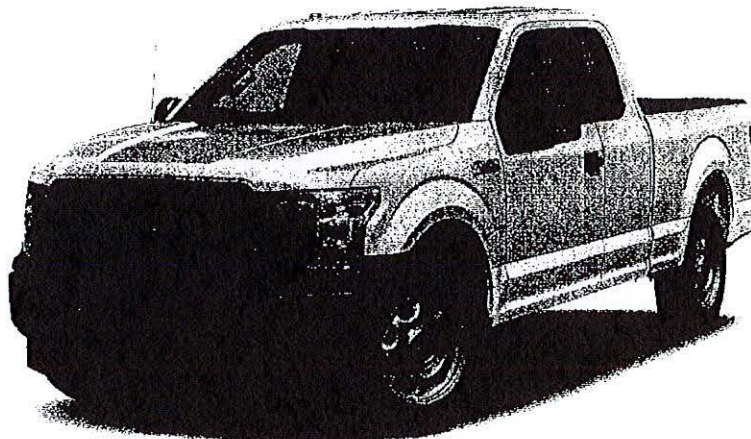
Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 05/03/2018

Vehicle: 2018 F-150 XL

4x4 SuperCab Styleside 6.5' box 145" WB

Quote ID: 0503201802





Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2018 F-150, SuperCab Styleside
 4x4 SuperCab Styleside 6.5' box 145" WB
 XL(X1E)
 Price Level: 815 Quote ID: 0503201802



Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$40,445.00
<i>Pre-Tax Adjustments</i>		
Code	Description	
Fleet	Fleet Concession	-\$7,800.00
DISCOUNT	DEALER DISCOUNT	-\$3,730.84
<hr/>		
Total		\$28,914.16

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, City of Greenville NC
 By: Jeffrey Williams Date: 05/03/2018

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<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$167,769.25
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

WHITE'S TRACTOR & TRUCK
7045 ALBERT PICK ROAD
GREENSBORO NC 27409 -
(336)668-0491

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

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Sales Order

Hills Greenville, NC
 415 Belvoir Highway
 Greenville, NC 27834
 877-549-3232

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General Information

Sales Representative	Mark Hollingsworth	Order Date	4-23-18	Cust. PO #	
Purchasers Full Name	City of Greenville Purchasing Division		Account #		
Purchasers Address	PO Box 7207	City	Greenville	State	NC
Email Address	Amaldonado@greenvillenc.gov	Business Phone	252 329 4522	Fax	NA
				ZIP	27835

Purchase Equipment

Qty. New	Qty. Used	Qty. Demo	Make, Model, Description	Serial # or Attachment	Cash Price Each Item
1			NEW 2018 Case 580SN Backhoe, 4 wheel Drive, Power Shuttle transmission, 12x16.5 tires FRONT, 19.5L24 Rear tires, Extendahoe, Dual Lever controls, 24" Hi capacity digging bucket, 4 in 1 front bucket, Aux hydraulics to run the thumb, Amulet thumb, 4WD Shaft Guard, Battery disconnect/Jump start, Mech suspension seat with arm rests, 4 Corner strobe light kit, Cab with LH Door with heat and AC, 24 inch bucket smooth edge. QUOTED UNDER STATE CONTRACT 760H	FACTORY	\$ 94,788.00
Subtotal					\$ 94,788.00

Trade-In Equipment

Year	Make, Model, Serial #	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except to the extent shown below.

This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Hills Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

I. Trade Allowance \$ 0.00

II. Less Amount Owed To _____ \$ _____

III. Net Trade Allowance (I-II) \$ 0.00

IV. OTHER (Specify) \$ _____

V. Trade Down Payment \$ 0.00

Subtotal \$ 94,788.00

Transportation Fees \$ _____
 Enter 7.00 % Sales Tax
 OR Flat Sales Tax (\$C) \$ 6,635.16

Total Taxes \$ 6,635.16

TOTAL PRICE \$ 101,423.16

Cash Down Payment \$ _____

Trade Down Payment \$ 0.00

Total Down Payment \$ 0.00

Cash Due on Delivery \$ 101,423.16

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCTS WARRANTY or qualified new Case warranty.
 If qualified, the period is 24 months.
 WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other manufacturer's warranty.

USED - When the equipment covered by this order is used equipment. THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified in writing below.

Torque converter, transmission, drive shafts, & drive axles are covered 24 months/2000 hours

Notice To Purchaser

1. Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
3. General Manager signature required for final acceptance of Purchase Order.

ACCEPTED BY _____ GENERAL MANAGER _____ DATE _____

PURCHASERS SIGNATURE _____ DATE _____

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

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ADDITIONAL TERMS AND CONDITIONS
(Referred to on the Reverse Side Hereof)

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form the purchaser may terminate this order, however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
3. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
4. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear. The Property is held by Purchaser at his risk and expense with no abatement in his obligation on account of loss or damage.
5. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
6. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or condonation of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
7. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
8. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
9. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
10. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

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Date: 21-May-18
 Customer Name: City of Greenville NC
 Main Contact: Kevin Keigh
 Phone: 252-329-4470
 Email: kkeigh@greenvillenc.gov



Per NJPA Contract #122017-RVL Utilized by Jet-Vac Equipment Company LLC Authorized Rapidview Dealer

	Quantity	Retail	NJPA Discount	NJPA Contract Price	Total
Cameras					
V4004012	1	\$29,079.00	\$1,163.16	\$27,915.84	\$27,915.84
V4011001	1	\$5,344.92	\$213.80	\$5,131.12	\$5,131.12
901601040	1	\$491.40	\$19.66	\$471.74	\$471.74
802300430	1	\$1,863.00	\$74.52	\$1,788.48	\$1,788.48
Tractors - T66					
905202521	1	\$3,234.60	\$129.38	\$3,105.22	\$3,105.22
902202191	1	\$793.80	\$31.75	\$762.05	\$762.05
902211090	1	\$1,354.32	\$54.17	\$1,300.15	\$1,300.15
Tractors - T76					
V9044001	1	\$22,134.60	\$885.38	\$21,249.22	\$21,249.22
V9040012	1	\$4,941.00	\$197.64	\$4,743.36	\$4,743.36
904116031	1	\$7,257.60	\$290.30	\$6,967.30	\$6,967.30
904110390	1	\$1,371.60	\$54.86	\$1,316.74	\$1,316.74
904100890	1	\$1,971.00	\$78.84	\$1,892.16	\$1,892.16
900410391	1	\$1,404.00	\$56.16	\$1,347.84	\$1,347.84
V0000228	1	\$3,208.00	\$128.32	\$3,079.68	\$3,079.68
Controllers					
V1974002	1	\$16,783.20	\$671.33	\$16,111.87	\$16,111.87
V8026001	1	\$30,704.40	\$1,228.18	\$29,476.22	\$29,476.22
80017040	1	\$5,445.36	\$217.81	\$5,227.55	\$5,227.55
904350020	1	\$702.00	\$28.08	\$673.92	\$673.92
802617031	1	\$1,069.00	\$42.76	\$1,026.24	\$1,026.24
V0001017	1	\$3,031.56	\$121.26	\$2,910.30	\$2,910.30
Conversions					
V2000756	1	\$33,966.00	\$1,358.64	\$32,607.36	\$32,607.36
Conversion Extras					
V2000306	1	\$2,025.00	\$81.00	\$1,944.00	\$1,944.00
Additional Items					
Transit	1	\$35,701.00	\$0.00	\$0.00	\$35,701.00
Total - price does not include any applicable NC Sales Taxes:					\$206,749.35

Funded from Stormwater Fund

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City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Contract Award to Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project

Explanation: **Abstract:** The 2018 Street Resurfacing Project will provide milling, resurfacing, deep patch repairs, ADA improvements, pavement markings, and upgraded signal detection equipment on numerous City-maintained streets across the city. Rose Brothers Paving Company, Inc. of Ahoskie, NC, submitted the lowest base bid and also provided the lowest bid for the base bid plus all of the alternates.

Explanation: Bids for the 2018 Street Resurfacing Project were originally scheduled to be opened on May 1, 2018. Only one bid was submitted. Staff, per State law, readvertised the project and received bids on May 10, 2018. Two bids were received on the rebid date.

The list of streets to be resurfaced under this project is attached. The lowest responsible, responsive base bid was received from Rose Brothers Paving Company, Inc. in the amount of \$2,540,516.25.

The bid also included four bid alternates that would be awarded depending upon available funding. The attached street list also includes each bid alternate and associated streets. Rose Brothers Paving Company's total bid for the base bid and alternates 1 through 4 is \$4,403,471.25.

For the FY18 budget, Council approved \$2,200,000 for the Annual Street Resurfacing Program from Powell Bill Funds; another \$2,500,000 is included in the FY19 budget. In addition to streets scheduled under the annual resurfacing program, some major City streets designated to be resurfaced with Bond proceeds were also included in this contract. Approximately \$800,000 from Bond funds will be utilized for these improvements.

The project includes a total of 25.57 lane miles to be improved. In addition to milling and resurfacing of each street, there is an estimated quantity of deep patch repair, ADA ramp upgrades, upgraded signal detection equipment, and pavement markings.

Fiscal Note:

Funding for this project is \$2,200,000 from the Street Resurfacing Program as approved by City Council in the FY18 budget and \$2,203,471.25 from the proposed FY19 Resurfacing Program and 2015 General Obligation Bond proceeds.

Recommendation:

City Council award a construction contract for the 2018 Street Resurfacing Project to Rose Brothers Paving Company, Inc. in the amount of \$4,403,471.25.

ATTACHMENTS:

- ❑ **Bid Summary**
- ❑ **2018 Street Resurfacing Map Legend**
- ❑ **Street listing for improvements**

2018 Street Resurfacing Project

BID SUMMARY SHEET

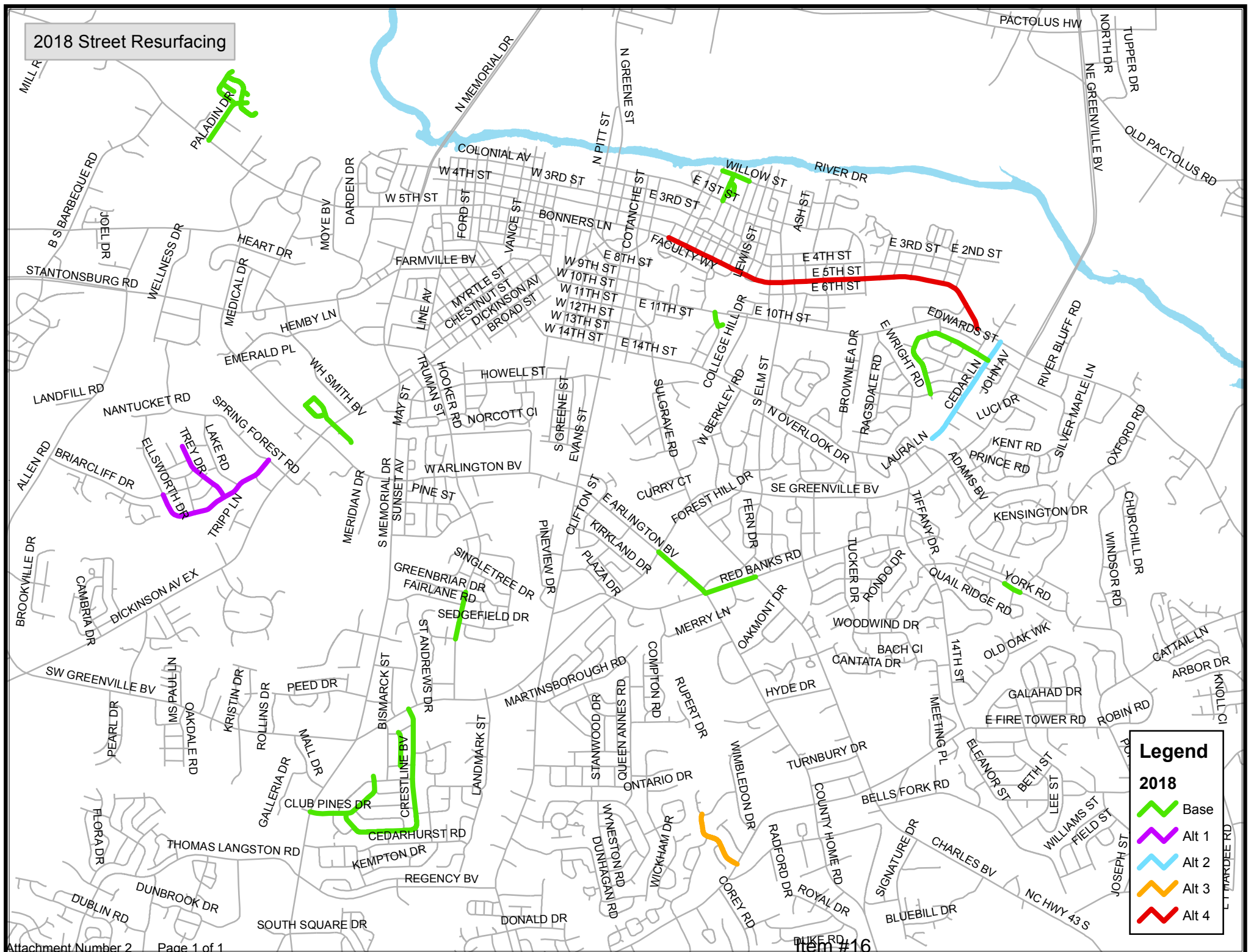
City of Greenville, North Carolina

Engineering Division

Re-Bid Opening: May 10, 2018 @ 2:00 p.m.

<i>Contractor</i>	<i>Rec'd Addenda #1 & #2</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Base Bid and Alternates</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Rose Brothers Paving, Inc.	X		X		X		X		\$2,540,516.25 – Base Bid
									\$588,252.50 – Alt. 1
									\$254,267.50 – Alt. 2
									\$244,222.50 – Alt. 3
									\$776,212.50 – Alt. 4
S. T. Wooten Corp.	X		X		X		X		\$2,583,587.50 – Base Bid
									\$588,462.50 – Alt. 1
									\$267,930.00 – Alt. 2
									\$256,662.50 – Alt. 3
									\$812,075.00 – Alt. 4

2018 Street Resurfacing



Legend

2018

- Base
- Alt 1
- Alt 2
- Alt 3
- Alt 4

STREET LISTING FOR IMPROVEMENTS

STREET LISTING/ESTIMATES FOR ASPHALT AND MILLING – BASE BID

*Streets marked by asterisk will be milled only 1” deep

** Base repair on E. Arlington Blvd. will be 5” deep

Street Name	From	To	Milling (SY)	Estimated 4” Base Repair (Tons)**	Resurfacing (Tons)	Thickness (inches)
Bluff View Ct*	Paladin Dr.	Cul-de-sac	1,720*	10	200	2
Bluff View Dr.*	Paladin Dr.	Richard Dr.	3,610*	10	410	2
Boone Ct.*	Richard Dr.	Cul-de-sac	1,040*	0	120	2
Carlson St.	Westwood Dr.	Patrick St.	1,170	0	135	2
Lindbeth Dr.	Dickinson Ave.	Cul-de-sac	2,670	10	305	2
Paladin Dr.*	W. 5 th St.	Cul-de-sac	5,850*	10	675	2
Patrick St.	Westwood Dr.	Carlson St.	2,470	0	285	2
Richard Dr.*	Paladin Dr.	Cul-de-sac	4,530*	0	520	2
Sweet Gum Ct.*	Bluff View Dr.	Cul-de-sac	430*	0	50	2
Hooker Rd.	Greenbrier Dr.	Horseshoe Dr.	7,130	0	820	2
Westwood Dr.	Dickinson Ave.	Carlson St.	3,380	0	150	2
Jefferson Dr.	S. Wright Rd.	Cedar Ln.	13,980	180	1,600	2
N. Woodlawn Ave.	E. 1 st St.	Willow St.	2,070	25	240	2
Park Dr.	N. Woodlawn Ave.	N. Woodlawn Ave.	1,410	70	165	2
E. Rock Spring Rd.	E 10 th St.	Alley	690	0	80	2
Alley	E. Rock Spring Rd.	Street End	0	0	40	2
E. Arlington Blvd.**	SE Greenville Blvd.	Red Banks Rd.	11,470	1600**	1,325	2
Red Banks Rd.	E. Arlington Blvd.	Charles Blvd.	9,750	0	1,100	2
Willow St.	N. Jarvis St.	N. Harding St.	2,620	0	305	2
York Rd.	Sir Raleigh Ct.	Oxford Rd.	1,200	0	135	2
Club Pines Dr.	S. Memorial Dr.	Greenwood Dr.	8,840	125	1,020	2
Crestline Blvd.	Club Pines Dr.	SW Greenville Blvd.	20,560	125	2,360	2
Harmony St.	Placid Way	Lindenwood Dr.	3,410	35	390	2

INTERSECTION LISTING FOR CONCRETE WORK – BASE BID

Intersection	Corner	Work to be Completed
E. Arlington at Wall St.	NE	Remove existing WCR, Install Type 2A WCR
E. Arlington at Wall St.	NW	Remove existing WCR, Install Type 2A WCR
E. Arlington at Greenville Blvd.	SE	Install 10 SY of 4" Sidewalk behind ramps

INTERSECTION LISTING FOR SIGNAL WORK – BASE BID

Intersection	GridSmart Bell Camera	GridSmart Advance Directional Camera
E. Arlington at Red Banks Rd.	1	2
Red Banks at Charles Blvd.	2	2

STREET LISTING/ESTIMATES FOR ASPHALT AND MILLING – ALTERNATE 1

Street Name	From	To	Milling (SY)	Estimated 4" Base Repair (Tons)	Resurfacing (Tons)	Thickness (inches)
Ellsworth Dr.	Spring Forest Rd.	Briarcliff Dr.	12,380	970	1,400	2
Trey Dr.	Ellsworth Dr.	Street End	7,270	330	820	2

STREET LISTING/ESTIMATES FOR ASPHALT AND MILLING – ALTERNATE 2

Street Name	From	To	Milling (SY)	Estimated 4" Base Repair (Tons)	Resurfacing (Tons)	Thickness (inches)
Cedar Lane	E. 10 th St.	Street End	12,200	15	1375	2

INTERSECTION LISTING FOR CONCRETE WORK – ALTERNATE 2

Intersection	Corner	Work to be Completed
Cedar at Jefferson	NW, SW	Remove existing WCR ea. corner, Install Type 1 WCR ea. corner
Cedar at Rose	NW, SW	Remove existing WCR ea. corner, Install Type 1 WCR ea. corner
Cedar at Crockett	NW, SW	Remove existing WCR ea. corner, Install Type 1 WCR ea. corner
Cedar at Tryon	NW, SW	Remove existing WCR ea. corner, Install Type 1 WCR ea. corner
Cedar at S. Wright	NW, SW	Remove existing WCR ea. corner, Install Type 1A WCR ea. corner

STREET LISTING/ESTIMATES FOR ASPHALT AND MILLING – ALTERNATE 3

Street Name	From	To	Milling (SY)	Estimated 4" Base Repair (Tons)	Resurfacing (Tons)	Thickness (inches)
Summerhaven Dr.*	E. Firetower Rd.	Holden Dr.	6,900*	170	800	2

STREET LISTING/ESTIMATES FOR ASPHALT AND MILLING – ALTERNATE 4

Street Name	From	To	Milling (SY)	Estimated 4" Base Repair (Tons)	Resurfacing (Tons)	Thickness (inches)
E. 5 th St.	S. Holly St.	E. 10 th St.	37,000	0	4,200	2

**INTERSECTION LISTING FOR SIGNAL WORK
ALTERNATE 4**

Intersection	GridSmart Bell Camera	GridSmart Advance Directional Camera
E. 5 TH St. at E. 10 th St.	2	2

INTERSECTION LISTING FOR CONCRETE WORK – ALTERNATE 4

Intersection	Corner	Work to be Completed
E. 5 TH at S. Oak	NW, NE, SW	Remove existing WCR ea. corner Install: Type 4A at NW, Type 1 at NE, Type 4A at SW
E. 5 th at S. Ash	NE	Remove existing WCR, Install Type 1
E. 5 th at Forest Hill	NW, NE	Retrofit existing WCR with truncated domes
E. 5 th at Hilltop	NW, NE	Remove existing WCR ea. corner Install: Type 1 ea. corner
E. 5 th at Brownlea	NW, NE, SE	Remove existing WCR ea. corner Install: Type 1 at NW, Type 4A at NE, Type 1A at SE
E. 5 th at Hickory	NW, NE	Remove existing WCR ea. corner Install: Type 1 at NW, Type 4A at NE
E. 5 th at Hickory	SE	Retrofit existing WCR with truncated domes
E. 5 th at Laurel	NW, NE	Remove existing WCR ea. corner Install: Type 1A at NW, Type 2A at NE
E. 5 th at Sycamore	NW, NE	Remove existing WCR ea. corner Install: Type 1A at NW, Type 1A at NE
E. 5 th at Beech	NW	Remove existing WCR Install: Type 1A



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Approval of sole-source purchase of replacement traffic signal poles/mast-arms

Explanation: **Abstract:** Recent structural inspections in the City's urban core have revealed that some traffic signal poles require replacement. Traffic signal poles and mast-arms for select intersections in the uptown district are proposed to be purchased from the only vendor who provides the type of pole replacement needed.

Explanation: Signalized intersections in uptown Greenville and many intersections adjacent to this area have aged foundations and metal poles with mast arms supporting the signal displays, and the City desires to replace these existing metal poles and mast arms with new metal poles and mast arms. The existing metal poles and mast arms are showing signs of deterioration, and the poles and their foundations do not comply with current design requirements. Many of these poles have experienced damage due to vehicular impact as well. Within the last few months, two locations on the list had pole failures that were not directly attributable to a single event, such as a motor vehicle collision and/or a high wind event.

The intent of the project is to replace the poles/mast arms with a similar type pole using the existing foundations. The vendor selected for the procurement of these elements is the only vendor available to provide this type of pole replacement using the existing foundation. This manufacturer will provide exact design duplicates of the traffic signal poles that fit on the existing foundations which were designed to support this pole type.

This pole replacement strategy will provide 15 pole/mast-arm replacements for the following intersections:

- 3rd / Washington
- 3rd / Reade
- 5th / Washington
- 5th / Cotanche

Fiscal Note:

The cost to procure the poles and mast-arms for this phase of the project is \$99,000 (see attached quote). The purchase will be funded by a Public Works Capital Improvement Project (CIP) that was set up to replace all of the foundations and poles/mast-arms within the initial study area.

Recommendation: City Council approve the sole-source purchase of these poles from Traffic Systems and Technology to move forward with the pole/mast-arm replacement in the uptown area.

ATTACHMENTS:

- ▣ **Traffic Quote**



Traffic Systems & Technology
 10110 Battleview Parkway
 Suite 100
 Manassas, VA 20109
 Phone: (703) 530-9655
 Fax: (703) 530-9656

QUOTATION

Quote No. 12380 – 30664

Quoted To:	Project Information:
phone fax	Project Location: MA poles Project ID No.: Contract ID No.: City / Locale: Greenville NC

Notes:

1. BLACK POWDER OVER GALV. STEEL POLES DESIGNED TO 1994 AASHTO THIS IS A 12 MULTI-SIDED POLE
2. NO A-BOLT & TEMPLATES
3. NO FOUNDATION DESIGNS
4. FREIGHT ALLOWED
5. 12-14 WEEK LEAD TIME FROM TIME OF APPROVED DWGS

Loading for all the poles starting from 2' end of the outboard
 No BP's needed

(24x24 sign) 4' (3 sec) 4' (30x36 sign) 4' (5 sec) 2' end of arm

Quote Date	Bid Date	FOB	Terms		Created By	
4/25/2018	4/3/2018	See Notes	Net 30		WALT.BRITT	
Credit Card Orders will incur a 3% processing fee						
BID#	Description	QTY	UNITS	UNIT PRICE	EXTENDED PRICE	
	MP1 W/ 20' ARM W/ 8' LUM ARM Notes: BLACK POWDER OVER GALV	4	EA	6,600.00	26,400.00	
	MP1 W/ 22' ARM W/ 8' LUM ARM Notes: BLACK POWDER OVER GALV	7	EA	6,600.00	46,200.00	
	MP1 W/ 24' ARM W/ 8' LUM ARM Notes: BLACK POWDER OVER GALV	3	EA	6,600.00	19,800.00	
	MP1 W/ 32' ARM W/ 8' LUM ARM Notes: BLACK POWDER OVER GALV	1	EA	6,600.00	6,600.00	

Quote No. 12380 30664

Page 2 of 2

BID#	Description	QTY	UNITS	UNIT PRICE	EXTENDED PRICE
------	-------------	-----	-------	------------	----------------

Terms & Conditions of this Quote:

1. Quoted prices will be held firm for 30 days. Prices subject to change if the order is not release within 60 days from the date of PO.
2. Quotation based on quantities and design information provided at time of quotation. The customer is solely responsible for determining final acceptability of materials and quantities for the intended use. If quantities or design changes occur, TS&T reserves the right to adjust prices accordingly.
3. As of the date of this quotation, Estimated Shipping is as noted above and is after receipt of order, release of material for manufacture, submittal approvals if required, and confirmation of credit worthiness.
4. Shipment lead time is based on current factory schedule and may vary depending on schedule at time of release.
5. Payment terms are net 30 days from date of invoice. Payments not received within 45 days shall be charged 1.5% (18% APR) per month until paid in full. Any material not paid within 75 days will be cause to notify the general contractor, bonding company, and state of non-payment.
6. TS&T will not be bound by Buyer's general or blanket instructions. Orders containing such phrases as "all materials to be supplied as per project plans and specifications", etc. are subject to separate written acceptance and agreement by TS&T. Notes or terms written on Purchase Orders are NOT acceptable.
7. It is the customer's responsibility to notify TS&T of any completion dates at time of order. TS&T will not be held accountable for any "liquidated damages" or "penalties" for late shipments, unless agreed to by both parties in writing prior to order entry.
8. All NEW customers will be required to pay 50% at time of order and balance will paid prior to material being shipped.

Authorized Signature: _____ Date: _____

***Please fax a copy of signed quote with your PO#, this will assure no delays to your order.

Merchandise Total 99,000.00

Total Misc. Charges 0.00

Sales Tax Not Included

TOTAL **Item #17** 99,000.00



City of Greenville, North Carolina

Meeting Date: 6/11/2018
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 April and May.

Date Awarded	Description	Vendor PO Number	Amount	MWBE Vendor?	Does Local Preference Apply?
4/26/2018	Servers for City Hall	NWN Corporation PO# 18000445 NOTE: Cooperative Contract	\$76,856.50	No	No
4/30/2018	Public Works Administrative Building Reception Area and Conference Room Renovation	IMEC Group PO# 18000472	\$134,550.00	Yes	No
4/30/2018	Police Surveillance Camera Project - Phase 5	East Carolina Communications PO# 18000491	\$75,141.76	No	No

5/15/2018	Furniture for Transportation Center	Taff Office Equipment	\$90,383.97	No	No
		PO# 18000533			

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:

- ❑ **Purchase Order 18000472**
- ❑ **PO# 18000491**
- ❑ **PO# 18000533**

BID TABULATION SHEET
 City of Greenville, North Carolina
 Public Works Department

Project Name:	Public Works Administration Renovation	
Opening Location:	1500 Beatty Street	15-02-18

Contractor Name	Base Bid	Add 1	Add 2	Total
IMEC Group	\$95,800.00	\$6,250.00	\$32,500.00	\$134,550.00
Meridian Design	\$114,250.00	\$5,000.00	\$41,225.00	\$160,475.00
A & A of NC	\$134,981.00	\$6,000.00	\$25,590.00	\$166,571.00
Burney & Burney	\$175,000.00	\$5,000.00	\$35,000.00	\$215,000.00

Certified by: 
 Ross Peterson, Building Facilities Coordinator



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: IT	Brady Integrated Security	Anixter	East Carolina Communications
Requestor: Freddie Wilkins			
Date: 4/30/2018			

No.	Description	Cost	Cost	Cost
1	Police Citywide Surveillance – Phase 5	\$85,186.99	\$107,375.46	\$75,141.76
2				
3				
4				
5				

Subtotal	\$85,186.99	\$107,375.46	\$75,141.76
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.

Doc#971358



Find yourself in good company

BID TABULATION SHEET
City of Greenville, North Carolina
Financial Services Department

Description: Furniture for GTAC

Formal Bid: 17-18-38

Contractor	Address	Amount
Taff Office Equipment	226 West 8 th Street Greenville, NC 27834	\$101,680.71 *
Institutional Interiors	2851 Van Huron Drive Raleigh, NC 27615	Non-Responsive (late)

*Removed conference table from bid.

Denisha Harris
 Denisha Harris, Purchasing Manager

4/16/2018
 Date

*****SELECTED VENDOR -** Taff Office Equipment *******

Doc. # 979809



City of Greenville, North Carolina

Meeting Date: 6/11/2018
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:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Allen, Jack	Registered Property Taxes	\$3,410.45
Pete West Company, Inc.	Registered Property Taxes	\$893.57
Peterson, Tom Jr.	Registered Property Taxes	\$133.99
Tyson, Maria S.	Registered Property Taxes	\$153.88
Borquez, Angelica	Registered Property Taxes	\$114.34
Glonek, Arvon L.	Registered Motor Vehicle	\$140.52
Hester, Tonya N.	Registered Motor Vehicle	\$106.04
Joyner, Richard S. Jr.	Registered Motor Vehicle	\$101.09
Michael C. McKee & Associates, Inc.	Registered Motor Vehicle	\$509.73
Pitt & Greene Electrical Membership Corp.	Registered Motor Vehicle	\$571.46
Ponce, Elizabeth R.	Registered Property Taxes	\$269.68

	REFUNDS TOTAL:	\$6,404.75
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Fiscal Note: The total to be refunded is \$6,404.75.

Recommendation: Approval of tax refunds by City Council.



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Public hearing on proposed fiscal year 2018-19 budgets:

- a) City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority
- b) Greenville Utilities Commission

Explanation: **Abstract:** The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority budgets.

Explanation: Attached are the 2018-19 proposed City of Greenville and Greenville Utilities Commission budget ordinances. The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority budgets. Also attached for consideration is an abbreviated version of items to be implemented into the Manual of Fees, which includes fee changes for Inspections, Recreation and Parks, Cemetery, and Parking.

The attached ordinances are submitted for consideration at the City Council's June 14, 2018 meeting.

Fiscal Note: The fiscal year 2018-19 budget ordinances provide revenues and appropriations for the following funds:

General	\$ 84,993,936
Debt Service	5,463,492
Public Transportation - Transit	3,249,922
Fleet Maintenance	4,431,156
Sanitation	7,843,096
Stormwater Utility	5,882,000

Housing	1,597,179
Health Insurance	13,562,600
Vehicle Replacement	4,332,161
Facilities Improvement	1,400,000
Capital Reserve	740,000
Greenville Utilities Commission	253,310,658
Convention & Visitors Authority	1,396,501
Sheppard Memorial Library	2,479,917

Recommendation: Receive staff presentations and conduct a public hearing on the proposed budgets for fiscal year 2018-19.

ATTACHMENTS:

- ☐ **Budget_Ordinance_2018-2019_1081278**
- ☐ **GUC_2019__2020_Budget_Ordinance_1081286**
- ☐ **Manual_of_Fees_Changes_2019__2020_1079249**
- ☐ **Budget Charts**

ORDINANCE NO. 18-

CITY OF GREENVILLE, NORTH CAROLINA
2018-2019 BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2018 and ending June 30, 2019:

GENERAL FUND

Unrestricted Intergovernmental Revenues:

Ad Valorem Taxes;

Current Year Taxes - Operations	\$ 33,177,515	
Prior Year's Taxes and Penalties	<u>544,985</u>	
Subtotal		\$ 33,722,500

Sales Tax	\$ 19,463,690	
Video Programming & Telecommunication Services Tax	860,935	
Rental Vehicle Gross Receipts	160,370	
Utilities Franchise Tax	7,000,000	
Motor Vehicle Tax	1,508,522	
Other Unrestricted Intergovernmental Revenues	<u>886,443</u>	
Subtotal		\$ 29,879,960

Restricted Intergovernmental Revenues:

Restricted Intergovernmental Revenues	\$ 1,290,682	
Powell Bill - State allocation payment	<u>2,220,065</u>	
Subtotal		\$ 3,510,747

Licenses, Permits, & Fees:

Other Licenses, Permits & Fees	\$ <u>4,159,556</u>	
Subtotal		\$ 4,159,556

Sales and Services:

Rescue Service Transport	\$ 3,643,346	
Parking Violation Penalties, Leases, and Meters	375,000	
Other Sales and Services	<u>294,803</u>	
Subtotal		\$ 4,313,149

Other Revenues:

Other Revenue Sources	\$ <u>796,793</u>	
Subtotal		\$ 796,793

Investment Earnings:

Interest on Investments	\$ <u>500,000</u>	
Subtotal		\$ 500,000

Other Financing Sources:

Transfer from Greenville Utilities Commission	\$ 6,731,296	
Appropriated Fund Balance	1,379,935	
Other Transfers	<u>-</u>	
Subtotal		\$ 8,111,231

TOTAL GENERAL FUND REVENUES		<u>\$ 84,993,936</u>
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DEBT SERVICE FUND

Occupancy Tax	726,490	
Transfer from General Fund	4,737,002	
	4,737,002	
TOTAL DEBT SERVICE FUND		\$ 5,463,492

PUBLIC TRANSPORTATION FUND

Operating Grant 2017-2018	\$ 1,771,993	
Planning Grant 2017-2018	42,000	
State Maintenance Assistant Program	285,000	
Hammock Source	974	
Pitt Community College Bus Fare	9,744	
Bus Fares	255,297	
Bus Ticket Sales	108,149	
Pitt County Bus Service	4,871	
Transfer from General Fund	771,894	
Appropriated Fund Balance	-	
	-	
TOTAL TRANSPORTATION FUND		\$ 3,249,922

FLEET MAINTENANCE FUND

Fuel Markup	\$ 1,190,882	
Labor Fees	1,411,373	
Parts Markup	1,329,829	
Commercial Labor Markup	464,742	
Other Revenue Sources	34,330	
	34,330	
TOTAL FLEET MAINTENANCE FUND		\$ 4,431,156

SANITATION FUND

Refuse Fees	\$ 7,524,096	
Cart and Dumpster	122,500	
Solid Waste Tax	59,000	
Other Revenues	137,500	
	137,500	
TOTAL SANITATION FUND		\$ 7,843,096

STORMWATER MANAGEMENT UTILITY FUND

Utility Fee	\$ 5,882,000	
TOTAL STORMWATER MANAGEMENT UTILITY FUND		\$ 5,882,000

COMMUNITY DEVELOPMENT HOUSING FUND

CDBG Grant Income	\$ 872,246	
HOME Grant Income	415,103	
Transfer from General Fund	309,830	
	309,830	
TOTAL COMMUNITY DEVELOPMENT HOUSING FUND		\$ 1,597,179

HEALTH FUND

Employer Contributions - City of Greenville	\$	9,049,593	
Employee Contributions - City of Greenville		1,646,123	
Retiree Contributions - City of Greenville		1,327,544	
Other Health Sources		1,313,641	
Appropriated Fund Balance		<u>225,699</u>	
TOTAL HEALTH FUND			<u>\$ 13,562,600</u>

FACILITY IMPROVEMENT FUND

Transfer from General Fund	\$	<u>1,400,000</u>	
TOTAL FACILITY IMPROVEMENT FUND			<u>\$ 1,400,000</u>

VEHICLE REPLACEMENT FUND

Sale of Property	\$	227,460	
Transfer from Sanitation Fund		250,000	
Transfer from Other Funds		3,803,701	
Other Revenues		51,000	
Appropriated Fund Balance		<u>-</u>	
TOTAL VEHICLE REPLACEMENT FUND			<u>\$ 4,332,161</u>

CAPITAL RESERVE FUND

Transfer from General Fund	\$	<u>740,000</u>	
TOTAL CAPITAL RESERVE FUND			<u>\$ 740,000</u>

TOTAL ESTIMATED CITY OF GREENVILLE REVENUES			<u>\$ 133,495,542</u>
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SHEPPARD MEMORIAL LIBRARY FUND

City of Greenville	\$	1,269,958	
Pitt County		634,979	
Pitt County-Bethel/Winterville		12,000	
Town of Bethel		21,108	
Town of Winterville		165,300	
State Aid		197,262	
Desk/Copier Receipts		112,500	
Interest Income		1,500	
Other Revenues		32,000	
Greenville Housing Authority		10,692	
Appropriated Fund Balance		<u>22,618</u>	
TOTAL SHEPPARD MEMORIAL LIBRARY FUND			<u>\$ 2,479,917</u>

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

Occupancy Tax (2%)	\$	797,627	
Occupancy Tax (1%)		398,814	
Interest Income		61	
Appropriated Fund Balance		<u>200,000</u>	
TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND	\$		<u><u>1,396,502</u></u>

Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

GENERAL FUND

Mayor & City Council	\$	430,586
City Manager		2,496,657
City Clerk		275,649
City Attorney		509,349
Human Resources		2,855,170
Information Technology		3,151,566
Fire/Rescue		14,689,593
Financial Services		2,481,422
Contingency		140,000
Other Post Employment Benefits		600,000
Police		25,091,055
Recreation & Parks		7,181,175
Public Works		9,999,525
Community Development		2,848,068
Capital Improvement		2,556,323
Transfers to Other Funds		11,638,684
Indirect Cost Reimbursement		(1,950,887)
TOTAL GENERAL FUND	\$	<u><u>84,993,936</u></u>

DEBT SERVICE FUND

Debt Service	\$	5,463,492
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PUBLIC TRANSPORTATION FUND

Public Transportation	\$	3,249,922
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FLEET MAINTENANCE FUND

Fleet Maintenance	\$	4,431,156
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SANITATION FUND

Sanitation Service	\$	7,843,096
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STORMWATER MANAGEMENT UTILITY FUND	
Stormwater Management Utility Fund	\$ 5,882,000
COMMUNITY DEVELOPMENT HOUSING FUND	
Community Development Housing/CDBG	\$ 1,597,179
HEALTH FUND	
Health Fund	\$ 13,562,600
FACILITY IMPROVEMENT FUND	
Facility Improvement Fund	\$ 1,400,000
VEHICLE REPLACEMENT FUND	
Vehicle Replacement Fund	\$ 4,332,161
CAPITAL RESERVE FUND	
Transfer from General Fund	<u>\$ 740,000</u>
TOTAL CAPITAL RESERVE FUND	<u>\$ 740,000</u>
TOTAL CITY OF GREENVILLE APPROPRIATIONS	<u>\$ 133,495,542</u>
SHEPPARD MEMORIAL LIBRARY FUND	
Sheppard Memorial Library	<u>\$ 2,479,917</u>
PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY	
Pitt-Greenville Convention and Visitors Authority	<u>\$ 1,396,502</u>

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders as of June 30, 2018, added to each appropriation as it appears in order to account for the expenditures in the fiscal year in which it was paid.

Section IV: Taxes Levied. There is hereby levied a tax rate of 52 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2018, for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section V: Salaries.

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

Mayor	\$ 13,900
Mayor Pro-Tem	\$ 9,600
Council Members	\$ 8,700

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

Chair	\$ 350
Member	\$ 200

Section VI: Amendments.

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

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

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

Section VII: The Manual of Fees, dated July 1, 2018, is adopted herein by reference.

Section VIII: Motor Vehicle Tax.

(a) Pursuant to the provisions of General Statute 20-97 (b1) and Section 10-3-1 of the Code of Ordinances, City of Greenville, an annual motor vehicle tax in the amount of thirty dollars (\$30) is hereby levied upon any vehicle resident in the city.

Section IX: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2018-2019 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section X: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

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

ADOPTED this the 14th day of June, 2018.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. _____
 CITY OF GREENVILLE, NORTH CAROLINA
 2018-19 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2018 and ending June 30, 2019 to meet the subsequent expenditures, according to the following schedules:

<u>Revenues</u>	<u>Budget</u>
A. <u>Electric Fund</u>	
Rates & Charges	\$168,192,401
Fees & Charges	2,081,219
Miscellaneous	1,292,496
Interest on Investments	325,000
Transfer from Rate Stabilization	<u>250,000</u>
Total Electric Fund Revenue	\$172,141,116
B. <u>Water Fund</u>	
Rates & Charges	\$20,504,829
Fees & Charges	402,000
Miscellaneous	262,555
Interest on Investments	<u>55,000</u>
Total Water Fund Revenue	\$21,224,384
C. <u>Sewer Fund</u>	
Rates & Charges	\$23,006,546
Fees & Charges	363,604
Miscellaneous	168,411
Interest on Investments	<u>35,000</u>
Total Sewer Fund Revenue	\$23,573,561
D. <u>Gas Fund</u>	
Rates & Charges	\$36,007,700
Fees & Charges	152,925
Miscellaneous	150,972
Interest on Investments	<u>60,000</u>
Total Gas Fund Revenue	<u>\$36,371,597</u>
Total Revenues	<u><u>\$253,310,658</u></u>

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, 2018 and ending on June 30, 2019, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>
Electric Fund	\$172,141,116
Water Fund	21,224,384
Sewer Fund	23,573,561
Gas Fund	<u>36,371,597</u>
Total Expenditures	<u><u>\$253,310,658</u></u>

Section III. Capital Improvements. The following Capital Improvements anticipated revenues and project appropriations as listed below in this section are hereby adopted in the fiscal year beginning July 1, 2018.

(a) It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures that will begin in the fiscal year beginning July 1, 2018.

<u>Capital Projects Revenues</u>		<u>Budget</u>
Electric Fund - Long Term Debt Proceeds	\$6,000,000	
Water Fund - Capital Projects Fund Balance	500,000	
Sewer Fund - Long Term Debt Proceeds	1,100,000	
Sewer Fund - Capital Projects Fund Balance	250,000	
Gas Fund - Capital Projects Fund Balance	<u>1,500,000</u>	
 Total Revenues		 <u><u>\$9,350,000</u></u>

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2018

<u>Capital Projects Expenditures</u>		<u>Budget</u>
Vidant Peaking Generators	\$6,000,000	
Water Distribution System Improvements - 2MG Southeast Tank and Pipeline:	500,000	
Forlines Pump Station Expansion	250,000	
Greene Street Pump Station and Force Main	1,100,000	
Memorial Drive Bridge Replacement (NCDOT B-4786)	1,500,000	
 Total Capital Projects Expenditures		 <u><u>\$9,350,000</u></u>

Section IV: Amendments.

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

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another 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 such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Appropriation. The capital project revenue and expenditure authorizations shall extend from year to year until each project is completed.

Section VI: 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 14th day of June, 2018.

Attest:

P. J. Connelly, Mayor

Carol L. Barwick, City Clerk

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

	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget	2019-2020 Plan
REVENUE:					
Rates & Charges	\$ 242,622,742	\$ 243,785,295	\$ 249,991,998	\$ 247,711,476	\$ 251,997,999
Fees & Charges	2,437,562	2,369,093	2,706,541	2,762,497	2,815,946
U. G. & Temp. Ser. Chgs.	426,095	208,008	286,900	237,251	247,183
Miscellaneous	2,729,243	2,843,377	3,665,999	1,874,434	1,796,003
Interest on Investments	408,657	336,000	748,000	475,000	475,000
FEMA/Insurance Reimbursement	1,580,687	-	77,584	-	-
Transfer from Cap Projects	1,308,082	-	170,915	-	835,162
Transfer from Rate Stabilization	400,000	-	-	250,000	2,600,000
Appropriated Fund Balance	-	1,000,000	967,395	-	-
	\$ 251,913,068	\$ 250,541,773	\$ 258,615,332	\$ 253,310,658	\$ 260,767,293
EXPENDITURES:					
Operations	\$ 60,540,506	\$ 65,558,607	\$ 65,257,585	\$ 67,870,789	\$ 67,732,502
Purchased Power	129,626,970	125,005,049	128,134,094	126,008,698	130,409,287
Purchased Gas	16,047,934	19,423,500	23,083,840	21,753,700	21,869,300
Capital Outlay	10,606,161	9,673,307	13,031,279	10,785,611	10,538,127
Debt Service	14,423,969	14,313,444	14,308,472	14,025,045	14,907,091
City Turnover - General	5,899,987	5,853,236	5,853,236	5,908,642	5,923,391
Street Light Reimbursement	764,901	798,693	798,693	822,654	847,334
Transfer to OPEB Trust	500,000	500,000	500,000	500,000	500,000
Transfer to Rate Stabilization	4,500,000	1,450,000	4,100,000	-	-
Transfer to Capital Projects	7,130,166	6,350,000	1,850,000	4,550,000	6,700,000
Transfer to Designated Reserve	800,000	-	-	-	-
Operating Contingencies	-	1,615,937	1,698,133	1,085,519	1,340,261
	\$ 250,840,594	\$ 250,541,773	\$ 258,615,332	\$ 253,310,658	\$ 260,767,293

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

	2016-2017		2017-2018		2017-2018		2018-2019		2019-2020
	Actual		Budget		Projected		Budget		Plan
REVENUE:									
Rates & Charges	\$ 173,232,911	\$	169,026,175	\$	172,634,605	\$	168,192,401	\$	169,742,465
Fees & Charges	1,520,767		1,573,044		1,601,687		1,858,468		1,893,837
U. G. & Temp. Ser. Chgs.	411,595		204,408		272,400		222,751		232,683
Miscellaneous	1,822,799		2,295,301		2,943,233		1,292,496		1,203,700
Interest on Investments	240,446		204,000		450,000		325,000		325,000
FEMA/Insurance Reimbursement	1,181,352		-		41,959		-		-
Bond Proceeds	-		-		-		-		-
Installment Purchases	-		-		-		-		-
Transfer from Cap Projects	743,619		-		-		-		378,435
Transfer from Rate Stabilization	-		-		-		250,000		2,600,000
Appropriated Fund Balance	-		-		-		-		-
	\$ 179,153,489	\$	173,302,928	\$	177,943,884	\$	172,141,116	\$	176,376,120
EXPENDITURES:									
Operations	\$ 27,059,219	\$	28,858,575	\$	28,292,212	\$	29,133,393	\$	28,932,129
Purchased Power	129,626,970		125,005,049		128,134,094		126,008,698		130,409,287
Capital Outlay	6,849,593		5,846,686		7,702,091		7,932,467		7,371,623
Debt Service	3,191,579		3,089,614		3,089,616		3,382,942		3,959,861
City Turnover - General	4,425,646		4,254,580		4,254,580		4,184,591		4,155,600
Street Light Reimbursement	764,901		798,693		798,693		822,654		847,334
Transfer to OPEB Trust	300,000		275,000		300,000		300,000		300,000
Transfer to Rate Stabilization	4,500,000		1,200,000		4,100,000		-		-
Transfer to Capital Projects	1,400,000		3,000,000		-		-		-
Transfer to Designated Reserve	150,000		-		-		-		-
Operating Contingencies	-		974,731		1,272,598		376,371		400,286
	\$ 178,267,907	\$	173,302,928	\$	177,943,884	\$	172,141,116	\$	176,376,120

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

	2016-2017		2017-2018		2017-2018		2018-2019		2019-2020
	Actual		Budget		Projected		Budget		Plan
REVENUE:									
Rates & Charges	\$ 18,983,628	\$	19,010,430	\$	19,052,908	\$	20,504,829	\$	22,061,548
Fees & Charges	369,790		356,187		451,907		387,500		395,250
U. G. & Temp. Ser. Chgs.	14,500		3,600		14,500		14,500		14,500
Miscellaneous	381,661		246,053		296,897		262,555		267,807
Interest on Investments	56,151		45,000		88,000		55,000		55,000
FEMA/Insurance Reimbursement	133,250		-		2,622		-		-
Bond Proceeds	-		-		-		-		-
Installment Purchases	-		-		-		-		-
Transfer from Cap Projects	73,548		-		-		-		227,967
Transfer from Rate Stabilization	-		-		-		-		-
Appropriated Fund Balance	-		-		-		-		-
	\$ 20,012,529	\$	19,661,270	\$	19,906,834	\$	21,224,384	\$	23,022,072
EXPENDITURES:									
Operations	\$ 12,311,039	\$	13,273,137	\$	13,357,439	\$	14,181,011	\$	14,296,447
Capital Outlay	1,132,520		1,100,540		2,042,599		566,231		844,261
Debt Service	3,559,855		3,454,686		3,449,696		3,225,573		3,680,742
Transfer to OPEB Trust	100,000		75,000		100,000		100,000		100,000
Transfer to Rate Stabilization	-		-		-		-		-
Transfer to Capital Projects	2,407,333		1,600,000		750,000		2,950,000		3,850,000
Transfer to Designated Reserve	200,000		-		-		-		-
Operating Contingencies	-		157,907		207,100		201,569		250,622
	\$ 19,710,747	\$	19,661,270	\$	19,906,834	\$	21,224,384	\$	23,022,072

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

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Plan
REVENUE:					
Rates & Charges	\$ 22,232,340	\$ 22,065,490	\$ 22,256,478	\$ 23,006,546	\$ 23,753,986
Fees & Charges	395,878	304,686	497,000	363,604	370,876
Miscellaneous	197,484	145,866	237,075	168,411	171,778
Interest on Investments	41,143	27,000	85,000	35,000	35,000
FEMA/Insurance Reimbursement	131,275	-	27,757	-	-
Transfer from Cap Projects	154,733	-	170,915	-	128,886
Transfer from Rate Stabilization	-	-	-	-	-
Appropriated Fund Balance	-	-	-	-	-
	\$ 23,152,853	\$ 22,543,042	\$ 23,274,225	\$ 23,573,561	\$ 24,460,526
EXPENDITURES:					
Operations	\$ 12,123,880	\$ 13,657,020	\$ 13,614,848	\$ 14,283,007	\$ 14,318,778
Capital Outlay	1,244,529	1,331,941	1,846,321	1,115,631	862,651
Debt Service	6,124,635	6,394,613	6,394,621	6,095,606	5,858,225
Transfer to OPEB Trust	100,000	75,000	100,000	100,000	100,000
Transfer to Rate Stabilization	-	-	-	-	-
Transfer to Capital Projects	2,572,833	1,000,000	1,100,000	1,600,000	2,850,000
Transfer to Designated Reserve	450,000	-	-	-	-
Operating Contingencies	-	84,468	218,435	379,317	470,872
	\$ 22,615,877	\$ 22,543,042	\$ 23,274,225	\$ 23,573,561	\$ 24,460,526

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

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Plan
REVENUE:					
Rates & Charges	\$ 28,173,864	\$ 33,683,200	\$ 36,048,007	\$ 36,007,700	\$ 36,440,000
Fees & Charges	151,126	135,176	155,947	152,925	155,983
Miscellaneous	327,298	156,157	188,795	150,972	152,718
Interest on Investments	70,917	60,000	125,000	60,000	60,000
FEMA/Insurance Reimbursement	134,809	-	5,245	-	-
Transfer from Cap Projects	336,182	-	-	-	99,874
Transfer from Rate Stabilization	400,000	-	-	-	-
Appropriated Fund Balance		1,000,000	967,395	-	-
	\$ 29,594,197	\$ 35,034,533	\$ 37,490,389	\$ 36,371,597	\$ 36,908,575
EXPENDITURES:					
Operations	\$ 9,046,368	\$ 9,769,875	\$ 9,993,086	\$ 10,273,378	\$ 10,185,148
Purchased Gas	16,047,934	19,423,500	23,083,840	21,753,700	21,869,300
Capital Outlay	1,379,520	1,394,140	1,440,268	1,171,282	1,459,592
Debt Service	1,547,900	1,374,531	1,374,539	1,320,924	1,408,263
City Turnover - General	1,474,341	1,598,656	1,598,656	1,724,051	1,767,791
Transfer to OPEB Trust	-	75,000	-	-	-
Transfer to Rate Stabilization	-	250,000	-	-	-
Transfer to Capital Projects	750,000	750,000	-	-	-
Transfer to Designated Reserve	-	-	-	-	-
Operating Contingencies	-	398,831	-	128,262	218,481
	\$ 30,246,063	\$ 35,034,533	\$ 37,490,389	\$ 36,371,597	\$ 36,908,575

**REQUESTED FEE CHANGES FOR CITY OF GREENVILLE
MANUAL OF FEES
ALL DEPARTMENTS- SUMMARIZED BY FINANCIAL SERVICES**

Department/Division	FEE DESCRIPTION	CURRENT FEE	RECOMMENDED FEE	ESTIMATED REVENUE INCREASE
Cemetery	Grave: Opening & Closing			
	Weekday	\$450	\$600	\$13,050
	Weekend	\$450	\$750	\$26,200
	Holiday	\$480	\$750	-
	Cremation			
	Weekday	\$150	\$200	\$250
	Weekend	\$150	\$250	\$700
	Holiday	\$180	\$250	-
	Single Grave			
	Resident	\$550	\$700	\$21,000
Non-Resident	\$750	\$900	\$6,000	
Economic Development	Monthly Lease Parking Rate	\$52	\$60	\$23,808
Recreation & Parks	Youth Sports	\$33/\$45	\$38/\$53	\$16,658
	Summer Camps	\$47/\$71	\$54/\$81	\$7,870
	Tennis Programs	\$39/\$59	\$41/\$62	\$1,168
	Shelter Rentals			
	Large Half Day	\$30/\$45	\$40/\$60	\$5,870
	Large Full Day	\$60/\$90	\$70/\$105	
	Small Half Day	\$20/\$30	\$30/\$45	
Small Full Day	\$40/\$60	\$50/\$75		
Inspections	Occupancy Load Replacement Card Fee	\$20/card	-	-\$160.00
	Technology Fee	\$10/Permit	\$10/Qualifying Permit	-
TOTAL FUND				\$122,414

**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**

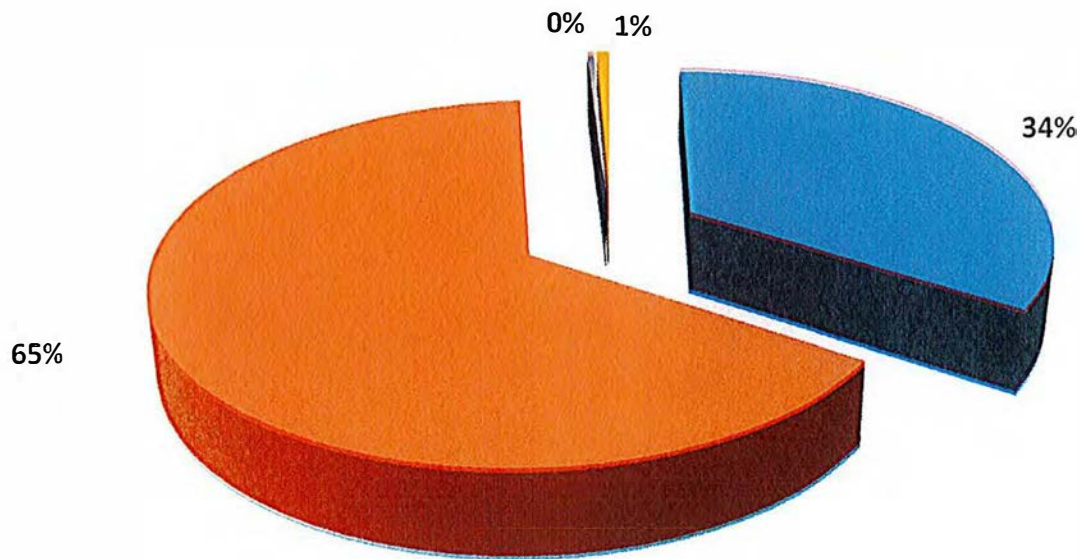


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**ALL FUNDS
BUDGET SUMMARY**

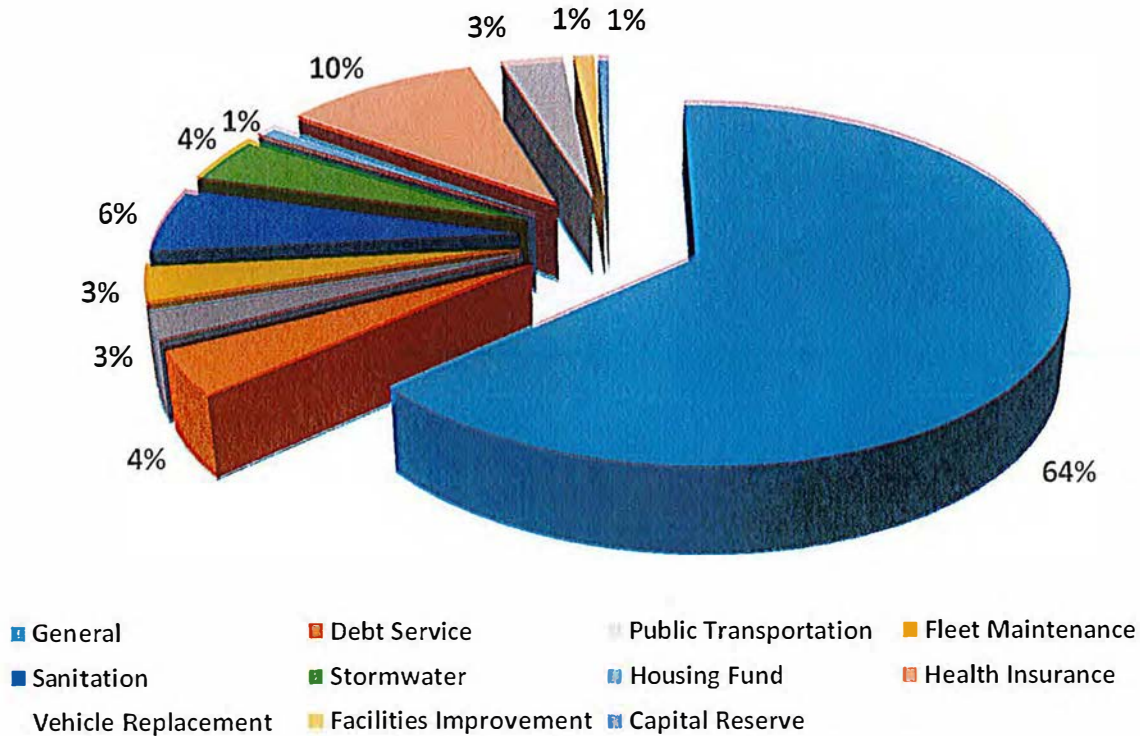
CITY OF GREENVILLE
BUDGET PROPOSED FOR CITY MANAGED FUNDS & INDEPENDENT AGENCIES
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

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%



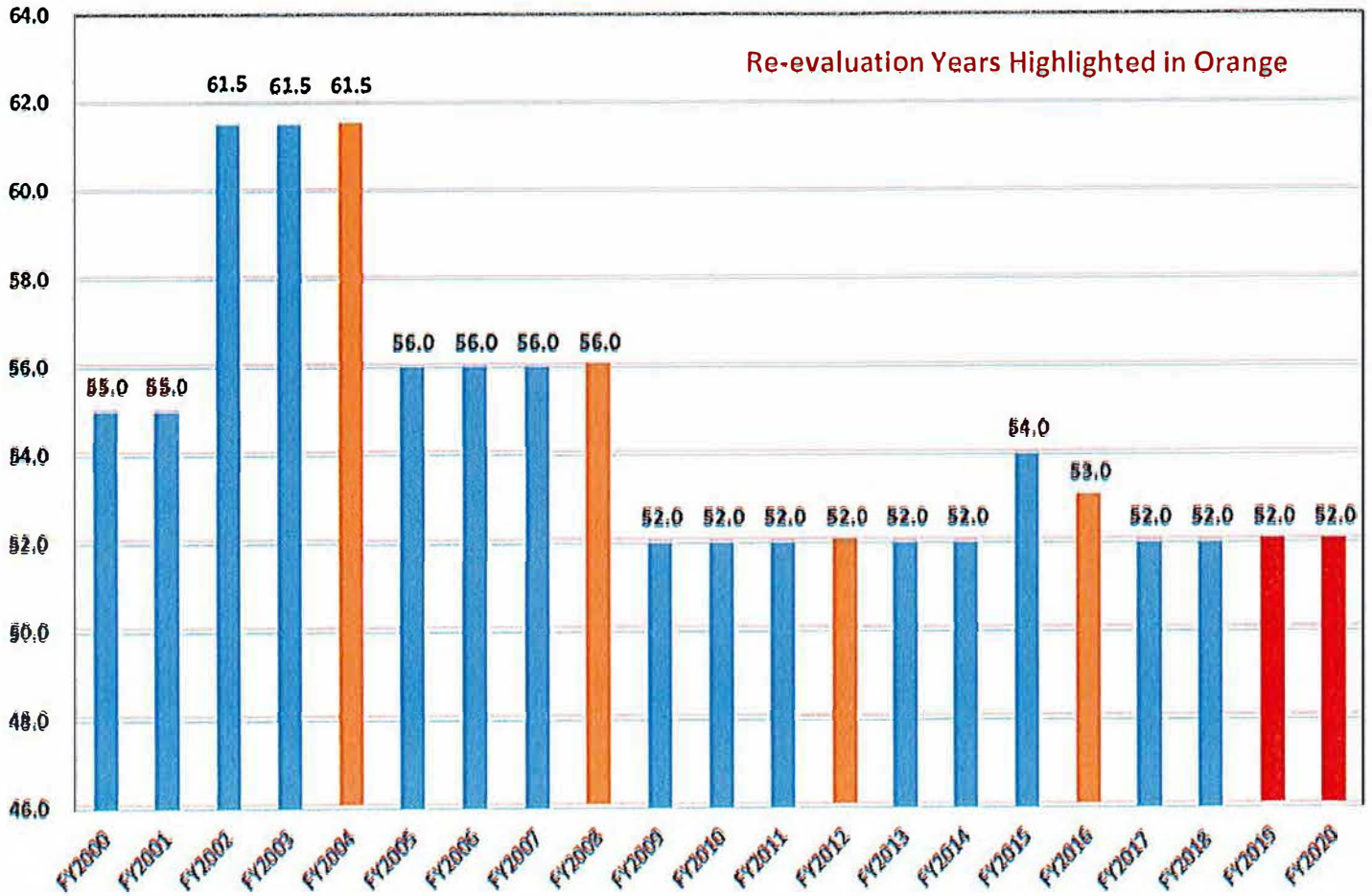
**FY 2018-19 OPERATING BUDGET &
FY 2019-20 FINANCIAL PLAN**



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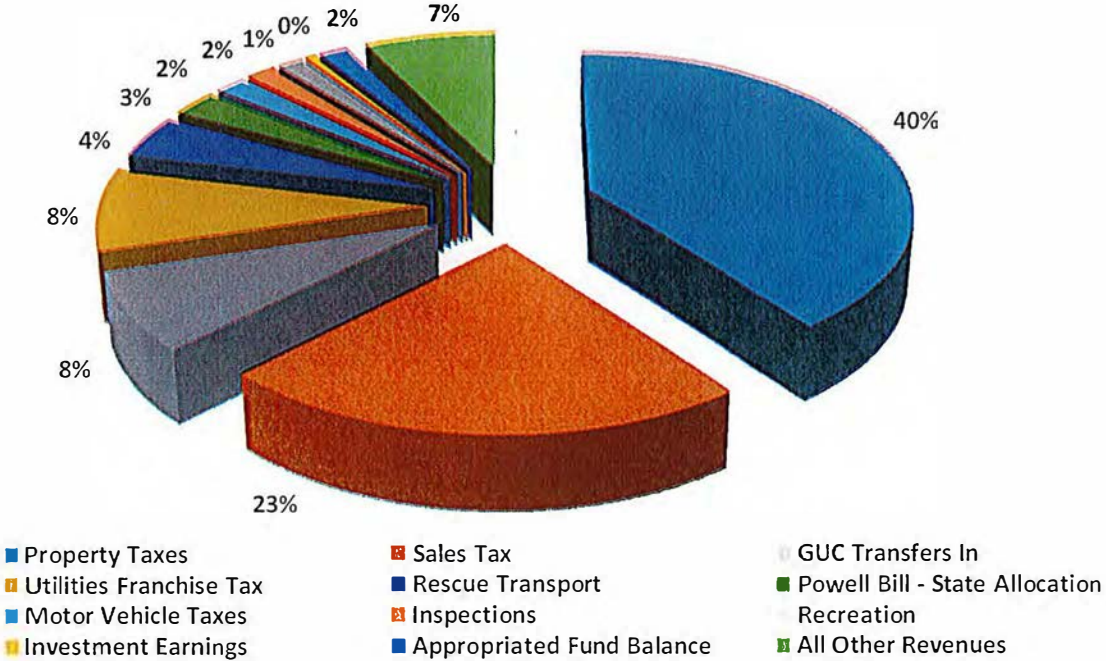
**GENERAL FUND
BUDGET SUMMARY**

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 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 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 Vehide 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%

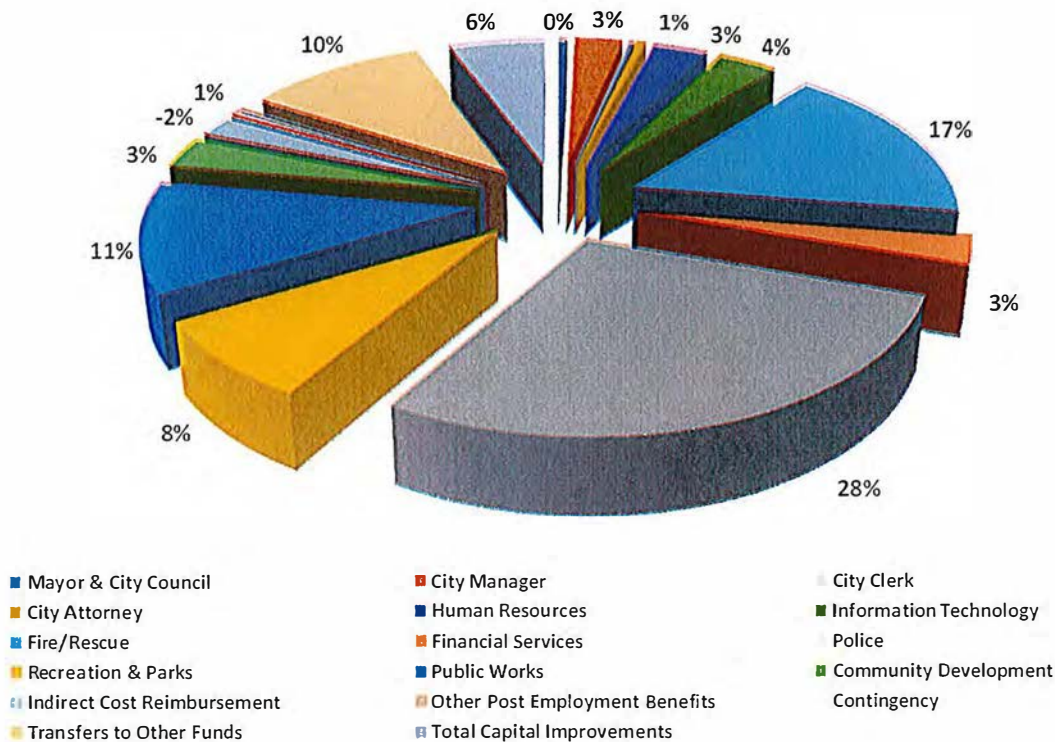


CITY OF GREENVILLE
BUDGET ADOPTED FOR GENERAL FUND - REVENUE DETAIL
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

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 ACTU	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**

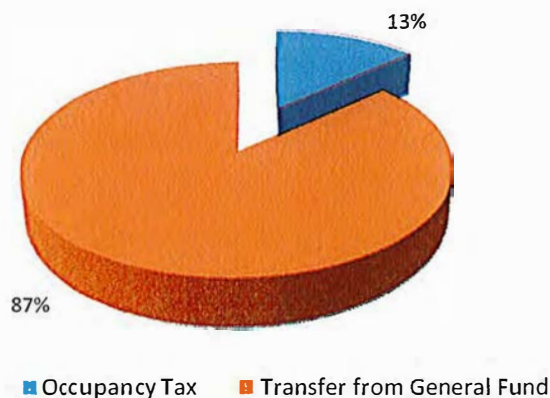
**CITY OF GREENVILLE
DEBT SERVICE FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

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.

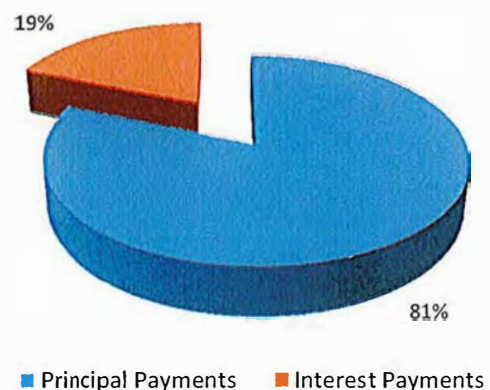
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Occupancy Tax	\$ 520,822	\$ 765,973	\$ 711,932	\$ 726,490	2%	\$ 740,127	2%
Transfer from Powell Bill	49,845	72,603	73,299	-	-100%	-	0%
Transfer from General Fund	4,231,441	4,740,325	4,663,703	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



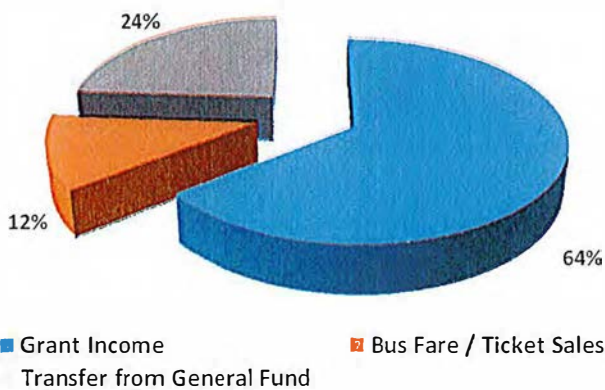
**CITY OF GREENVILLE
PUBLIC TRANSPORTATION FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

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.

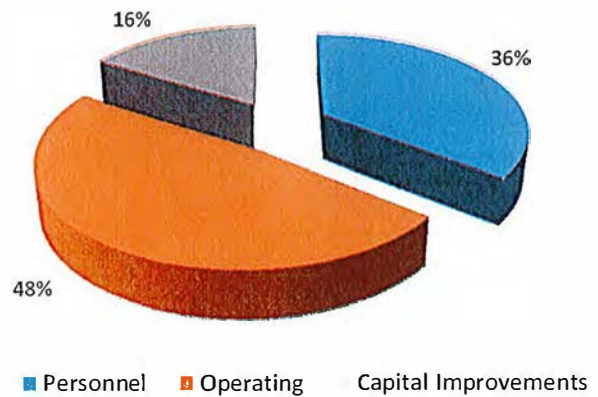
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Grant Income	\$ 1,642,200	\$ 1,462,706	\$ 1,757,197	\$ 2,098,993	19%	\$ 2,107,543	0%
Bus Fare / Ticket Sales	281,058	238,517	380,014	379,035	0%	389,938	3%
Other Revenues	2,759	2,625	-	-	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

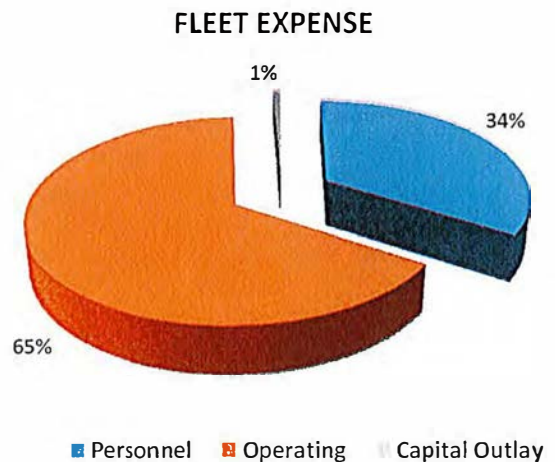
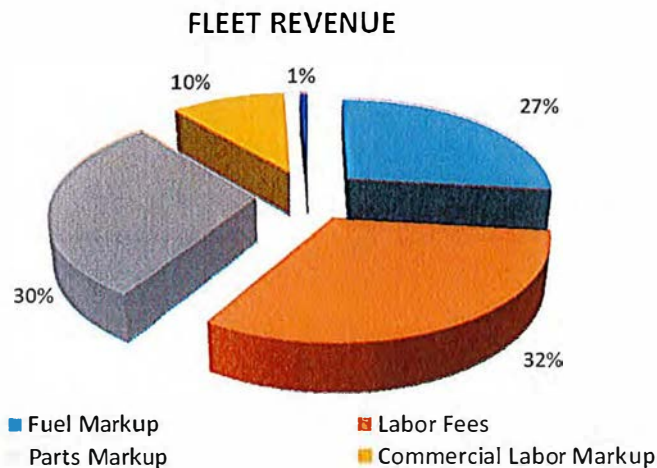


**CITY OF GREENVILLE
FLEET MAINTENANCE FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

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 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
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 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
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%



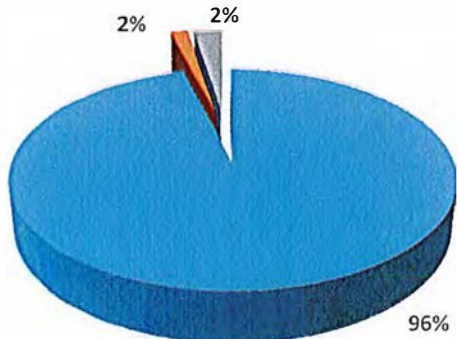
**CITY OF GREENVILLE
SANITATION FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

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%

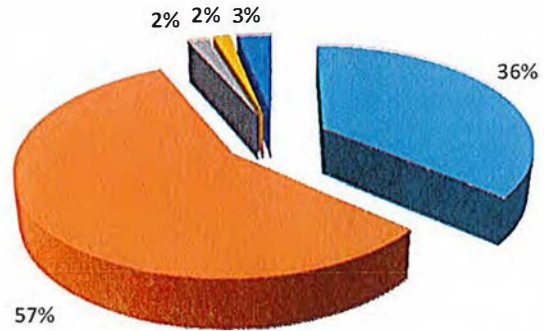
EXPENSES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Personnel	\$ 2,951,139	\$ 2,945,638	\$ 3,135,859	\$ 2,833,368	-10%	\$ 2,898,622	2%
Operating	2,837,337	3,680,211	3,963,668	4,489,969	13%	4,499,979	0%
Capital	326,401	30,210	101,606	150,000	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



■ Refuse Fees ■ Cart & Dumpster Sales ■ Other Revenues

SANITATION EXPENSE



■ Personnel ■ Operating ■ Capital
■ Debt Service ■ Transfer to VRF

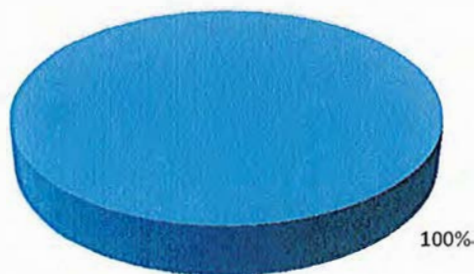
CITY OF GREENVILLE
STORMWATER UTILITY FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

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 Utility Fee

STORMWATER EXPENSE



■ Personnel ■ Operating ■ Capital ■ Transfer Out

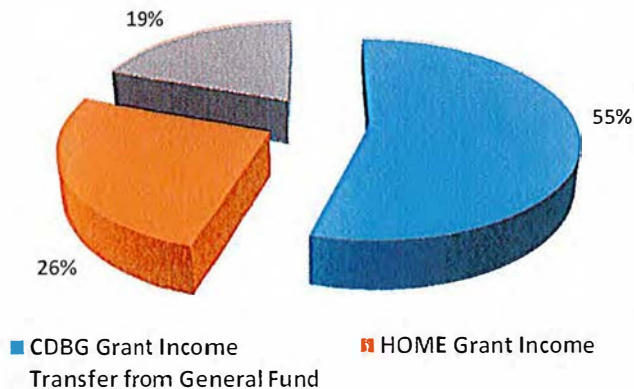
**CITY OF GREENVILLE
HOUSING FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

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.

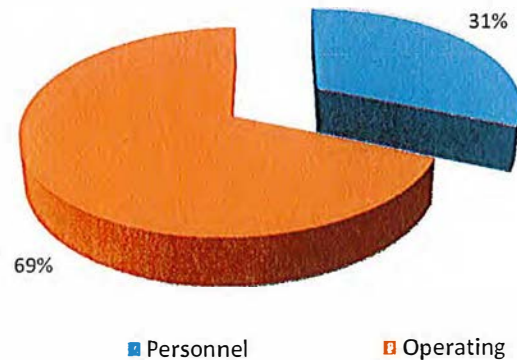
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
CDBG Grant Income	\$ 684,002	\$ 971,733	\$ 796,296	\$ 872,246	10%	\$ 898,413	3%
HOME Grant Income	332,073	255,584	327,047	415,103	27%	\$ 427,556	3%
Transfer from General Fund	235,561	292,684	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

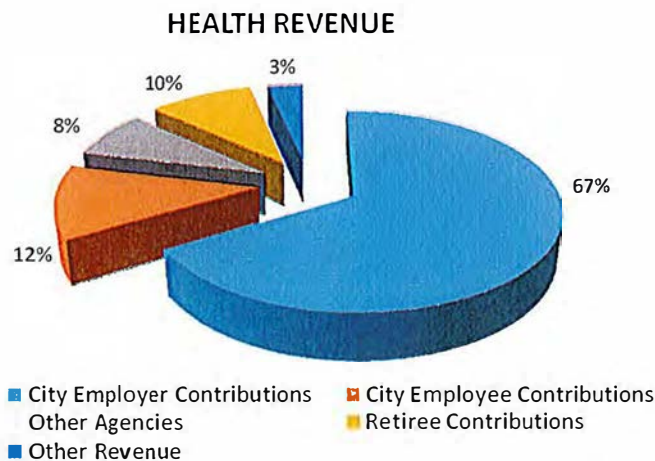


**CITY OF GREENVILLE
HEALTH FUND
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN**

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%



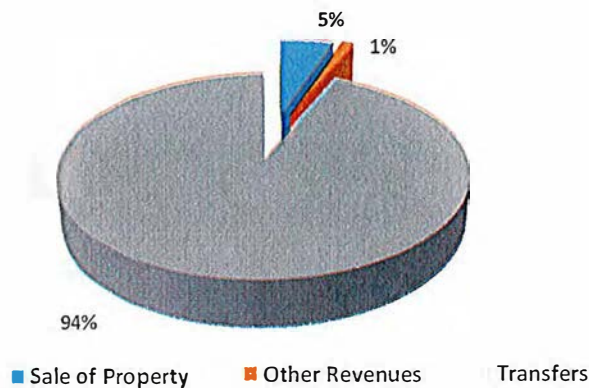
CITY OF GREENVILLE
VEHICLE REPLACEMENT FUND (VRF)
FOR FISCAL YEAR 2018-19 & 2019-20 FINANCIAL PLAN

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.

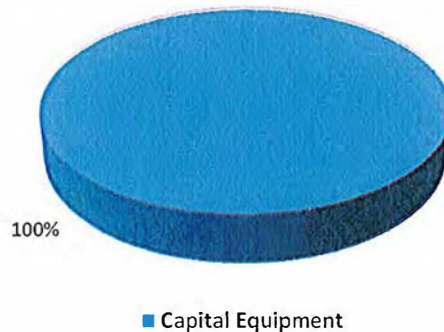
REVENUES	2016 ACTUAL	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 PROPOSED BUDGET	INC/ (DEC)	2020 FINANCIAL PLAN	INC/ (DEC)
Sale of Property	\$ 63,819	\$ 215,866	\$ 227,460	\$ 227,460	0%	\$ 227,460	0%
Other Revenues	-	-	51,000	51,000	0%	51,000	0%
Transfer from City Departments	2,098,112	3,184,573	3,328,636	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%



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

<u>Title of Item:</u>	What to do if stopped by the Police
<u>Explanation:</u>	Council Member Kandie Smith asked that an item be added to the agenda on what to do if stopped by the police and what is legal vs. illegal.
<u>Fiscal Note:</u>	No direct cost to discuss this issue.
<u>Recommendation:</u>	Receive presentation. No action requested.



City of Greenville, North Carolina

Meeting Date: 6/11/2018
Time: 6:00 PM

Title of Item: Budget Ordinance Amendment #10 to the 2017-2018 City of Greenville Budget (Ordinance #17-040), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and the Insurance Loss Reserve Fund (Ordinance #94-140)

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 June 11, 2018 City Council meeting is an ordinance amending the 2017-2018 City of Greenville budget (Ordinance #17-040), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and the Insurance Loss Reserve Fund (Ordinance #94-140).

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	To recognize donation revenue for the construction of an outdoor chessboard at Sheppard Memorial Library.	General Fund	\$ 10,000
B	To recognize additional revenue raised as part of the City's United Way campaign.	General Fund	\$ 1,469
C	To recognize additional inspections revenue to cover additional expenses related to increased staffing and additional software needs.	General Fund	\$ 95,000
D	To reallocate insurance loss, premium, and reserve balances to the Human Resources Department to pay remaining insurance claims for the year.	General Fund Insurance Loss Reserve Other Various Funds	\$436,461

E	To move current year capital improvement projects from the General Fund to the Recreation & Parks Capital Project Fund and the Public Works Capital Project Fund.	General Fund Rec & Parks Cap Proj Public Works Cap Proj	\$ (1,209,494)
F	To adjust General Fund department budgets and Police Capital Project Fund to projected actual for FY 2017-18 year-end.	General Fund Police Cap Proj Fund	\$ (196,126)
G	To adjust the Sheppard Memorial Library budget to projected actual for the FY 2017-18 year-end.	Sheppard Mem Lib	\$ (7,345)
H	To recognize current year appropriations from the General Fund for the Street Improvement Program.	Public Works Capital Proj	\$ 2,297,373
I	To appropriate funds from the anticipated installment financing for the purchase of the Superion software for police telecommunications.	Police Capital Projects	\$ 1,159,676
J	To appropriate grant revenue received for the GREAT School Service Project.	Special Revenue Grants	\$ 500

Fiscal Note:

The budget ordinance amendment affects the following funds:

<u>Fund Name</u>	2017-18 Budget per Amend #9	Amend #10	2017-18 Budget per Amend #10
General	\$ 92,268,994	\$ 506,330	\$ 92,775,324
Debt Service	\$ 5,448,934	\$ -	\$ 5,448,934
Public Transportation	\$ 4,746,577	\$ 98,690	\$ 4,845,267
Facilities Improvement	\$ 3,042,730	\$ -	\$ 3,042,730
Vehicle Replacement	\$ 5,311,895	\$ -	\$ 5,311,895
Sheppard Memorial Library	\$ 2,622,548	\$ (7,345)	\$ 2,615,203
Public Works Capital Projects	\$ 46,414,463	\$ 2,681,578	\$ 49,096,041
Recreation and Parks Capital Projects	\$ 8,402,459	\$ 825,288	\$ 9,227,747
Special Revenue Grants	\$ 6,668,862	\$ 500	\$ 6,669,362

CD Capital Projects	\$ 18,441,285	\$ -	\$ 18,441,285
Sanitation	\$ 7,619,286	\$ -	\$ 7,619,286
Stormwater Utility	\$ 8,185,766	\$ -	\$ 8,185,766
Police Capital Projects	\$ 5,541,814	\$ 1,159,676	\$ 6,701,490
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
Insurance Loss Reserve	\$ -	\$ 436,461	\$ 436,461
Housing	\$ 5,864,566	\$ -	\$ 5,864,566

Recommendation: Approve budget ordinance amendment #10 to the 2017-2018 City of Greenville budget (Ordinance #17-040), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and the Insurance Loss Reserve Fund (Ordinance #94-140).

ATTACHMENTS:

- ☐ **Budget_Ordinance_Amend_10_1081256**
- ☐ **Carryover_for_Budget_Amendment_10_1081264_2_1081298**
- ☐ **Contingency Update**

ORDINANCE NO. 18-

CITY OF GREENVILLE, NORTH CAROLINA

Ordinance (#10) Amending the 2017-18 Budget (Ordinance #17-040), Capital Projects Fund (Ordinance #17-024), Special Revenue Grants Fund (Ordinance #11-003), and Insurance Loss Reserve Fund (Ordinance #94-140)

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 #9	Budget Amendment #10						Total Amend #10	2017-18 Budget per Amend #10
		A.	B.	C.	D.	E.	F.		
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	-	-	95,000	-	-	-	95,000	4,650,992
Rescue Service Transport	3,127,484	-	-	-	-	-	-	-	3,127,484
Parking Violation Penalties, Leases, Other Sales & Services	178,386	-	-	-	-	-	-	-	178,386
Other Revenues	805,125	10,000	1,469	-	-	-	-	11,469	816,594
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	-	-	-	399,861	-	-	399,861	494,861
Appropriated Fund Balance	9,818,668	-	-	-	-	-	-	-	9,818,668
Total Revenues	\$ 92,268,994	\$ 10,000	\$ 1,469	\$ 95,000	\$ 399,861	\$ -	\$ -	\$ 506,330	\$ 92,775,324
APPROPRIATIONS									
Mayor/City Council	\$ 457,998	\$ -	\$ -	\$ -	\$ 23,467	\$ -	\$ 77,313	\$ 100,780	\$ 558,778
City Manager	2,522,415	-	-	-	(8,967)	-	-	(8,967)	2,513,448
City Clerk	265,083	-	-	-	(408)	-	-	(408)	264,675
City Attorney	460,767	-	-	-	2,000	-	10,550	12,550	473,317
Human Resources	2,790,698	-	1,469	-	111,345	-	-	112,814	2,903,511
Information Technology	3,033,452	-	-	-	(2,223)	-	-	(2,223)	3,031,229
Fire/Rescue	15,000,060	-	-	-	118,212	(384,206)	-	(265,994)	14,734,065
Financial Services	2,302,180	-	-	-	(815)	-	75,264	74,449	2,376,629
Recreation & Parks	8,597,178	-	-	-	103,302	(825,288)	(369,253)	(1,091,239)	7,505,939
Police	26,155,214	-	-	-	109,625	-	-	109,625	26,264,839
Public Works	10,933,294	10,000	-	-	(54,920)	-	-	(44,920)	10,888,374
Community Development	2,542,368	-	-	95,000	(755)	-	10,000	104,245	2,646,612
OPEB	500,000	-	-	-	-	-	-	-	500,000
Contingency	11,500	-	-	-	-	-	-	-	11,500
Indirect Cost Reimbursement	(1,459,519)	-	-	-	-	-	-	-	(1,459,519)
Capital Improvements	-	-	-	-	-	-	-	-	-
Total Appropriations	\$ 74,112,689	\$ 10,000	\$ 1,469	\$ 95,000	\$ 399,861	\$ (1,209,494)	\$ (196,126)	\$ (899,290)	\$ 73,213,399
OTHER FINANCING SOURCES									
Transfers to Other Funds	\$ 18,156,305	\$ -	\$ -	\$ -	\$ -	\$ 1,209,494	\$ 196,126	\$ 1,405,620	\$ 19,561,925
Total Other Financing Sources	\$ 18,156,305	\$ -	\$ -	\$ -	\$ -	\$ 1,209,494	\$ 196,126	\$ 1,405,620	\$ 19,561,925
Total Approp & Other Fin Sources	\$ 92,268,994	\$ 10,000	\$ 1,469	\$ 95,000	\$ 399,861	\$ -	\$ -	\$ 506,330	\$ 92,775,324

Section II: 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 #9	E.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	2,527,864	825,288	825,288	3,353,152
Transfer from Debt Service	32,500	-	-	32,500
Transfer from Capital Reserve	2,122,153	-	-	2,122,153
Bond Proceeds	2,100,000	-	-	2,100,000
Transfer from CD Cap Project Fund	25,000.00	-	-	25,000
Transfer from FIP	44,818	-	-	44,818
Total Revenues	\$ 8,402,459	\$ 825,288	\$ 825,288	\$ 9,227,747
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	461,033	461,033	1,446,965
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
Tar River	310,632	183,000	183,000	493,632
Eastside Park	-	181,255	181,255	181,255
Total Appropriations	\$ 8,402,459	\$ 825,288	\$ 825,288	\$ 9,227,747

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

	2017-18 Budget per Amend #9	G.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
City of Greenville	\$ 1,232,969	\$ -	\$ -	\$ 1,232,969
Pitt County	592,718	-	-	592,718
Pitt County - Bethel/Winterville	12,000	-	-	12,000
Town of Bethel	21,108	-	-	21,108
Town of Winterville	165,300	-	-	165,300
State Aid	191,774	5,488	5,488	197,262
Desk/Copier Receipts	117,775	(5,307)	(5,307)	112,468
Interest	1,500	-	-	1,500
Other Revenues	32,500	4,850	4,850	37,350
Capital Reserved-Building	19,000	-	-	19,000
Capital Reserved-Bookmobile	198,266	-	-	198,266
Greenville Housing Authority	10,692	-	-	10,692
Appropriated Fund Balance	26,946	(12,376)	(12,376)	14,570
Total Revenues	\$ 2,622,548	\$ (7,345)	\$ (7,345)	\$ 2,615,203
APPROPRIATIONS				
Personnel	\$ 1,610,626	\$ 8,732	\$ 8,732	\$ 1,619,358
Operations	783,964	2,923	2,923	786,887
Capital	217,266	(19,000)	(19,000)	198,266
Greenville Housing Authority	10,692	-	-	10,692
Total Appropriations	\$ 2,622,548	\$ (7,345)	\$ (7,345)	\$ 2,615,203

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

	2017-18 Budget per Amend #9	J.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 5,440,088	\$ 500	\$ 500	\$ 5,440,588
Transfer From General Fund	1,127,922	-	-	1,127,922
Transfer From Pre-1994 Entitlement	80,000	-	-	80,000
Transfer From Other Funds	20,852	-	-	20,852
Total Revenues	\$ 6,668,862	\$ 500	\$ 500	\$ 6,669,362
APPROPRIATIONS				
Personnel	\$ 2,004,323	\$ -	\$ -	\$ 2,004,323
Operating	3,161,154	500	500	3,161,654
Capital Outlay	1,503,385	-	-	1,503,385
Transfer to Other Funds	-	-	-	-
Total Appropriations	\$ 6,668,862	\$ 500	\$ 500	\$ 6,669,362

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

	2017-18 Budget per Amend #9	D.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
Stormwater Utility Fee	\$ 5,928,998	\$ -	\$ -	\$ 5,928,998
Appropriated Fund Balance	2,256,768	-	-	2,256,768
Total Revenues	\$ 8,185,766	\$ -	\$ -	\$ 8,185,766
APPROPRIATIONS				
Personnel	\$ 1,487,637	\$ (2,500)	\$ (2,500)	\$ 1,485,137
Operating	3,560,129	-	-	3,560,129
Capital Projects	717,000	-	-	717,000
Transfer to Other Funds	2,421,000	2,500	2,500	2,423,500
Total Appropriations	\$ 8,185,766	\$ -	\$ -	\$ 8,185,766

Section VI: Estimated Revenues and Appropriations. Insurance Loss Reserve Fund, of Ordinance #94-140 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #9	D.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
Appropriated Fund Balance	\$ -	\$ 436,461	\$ 436,461	\$ 436,461
Total Revenues	\$ -	\$ 436,461	\$ 436,461	\$ 436,461
APPROPRIATIONS				
Transfer to Other Funds	\$ -	\$ 436,461	\$ 436,461	\$ 436,461
Total Appropriations	\$ -	\$ 436,461	\$ 436,461	\$ 436,461

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

	2017-18 Budget per Amend #9	D.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
Operating Grant 2017-18	\$ 2,935,191	\$ -	\$ -	\$ 2,935,191
Planning Grant 2017-18	37,800	-	-	37,800
NCDOT Grant 2017-18	187,599	-	-	187,599
State Maintenance Asst Program	285,000	-	-	285,000
Hammock Source	974	-	-	974
Convergys	979	-	-	979
Pitt Community College Bus Fare	9,744	-	-	9,744
Bus Fares	255,297	-	-	255,297
Bus Ticket Sales	108,149	-	-	108,149
Pitt County Bus Service	4,871	-	-	4,871
Transfer from Other Funds	603,781	98,690	98,690	702,471
Appropriated Fund Balance	317,192	-	-	317,192
Total Revenues	\$ 4,746,577	\$ 98,690	\$ 98,690	\$ 4,845,267
APPROPRIATIONS				
Personnel	\$ 1,177,241	\$ 109,464	\$ 109,464	\$ 1,286,705
Operating	1,141,561	(10,774)	(10,774)	1,130,787
Capital Improvements	2,427,775	-	-	2,427,775
Transfer Out	-	-	-	-
Total Appropriations	\$ 4,746,577	\$ 98,690	\$ 98,690	\$ 4,845,267

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

	2017-18 Budget per Amend #9	D.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
CDBG Grant Income	\$ 3,299,684	\$ -	\$ -	\$ 3,299,684
HOME Grant Income	1,555,046	-	-	1,555,046
Program Income	990	-	-	990
Transfer from General Fund	1,008,846	-	-	1,008,846
Total Revenues	\$ 5,864,566	\$ -	\$ -	\$ 5,864,566
APPROPRIATIONS				
Personnel	\$ 2,679,638	\$ (100)	\$ (100)	\$ 2,679,538
Operating	3,184,928	-	-	3,184,928
Capital	-	-	-	-
Transfer to Other Funds	-	100	100	100
Total Appropriations	\$ 5,864,566	\$ -	\$ -	\$ 5,864,566

Section IX: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2017-18 Budget per Amend #9	D.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
Occupancy Tax (2%)	\$ 1,136,502	\$ -	\$ -	\$ 1,136,502
Miscellaneous Revenue	60	-	-	60
Appropriated Fund Balance	166,641	-	-	166,641
Total Revenues	<u>\$ 1,303,203</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,303,203</u>
APPROPRIATIONS				
Pitt-Greenville Convention and Visitors Authority	\$ 1,303,203	\$ (3,200)	\$ (3,200)	\$ 1,300,003
Transfer to Other Funds	-	3,200	3,200	3,200
Total Appropriations	<u>\$ 1,303,203</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,303,203</u>

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

	2017-18 Original Budget	D.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES				
Refuse Fees	\$ 7,449,600	\$ -	\$ -	\$ 7,449,600
Cart & Dumpster Sales	94,880	-	-	94,880
Other Revenues	74,806	-	-	74,806
Total Revenues	<u>\$ 7,619,286</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,619,286</u>
APPROPRIATIONS				
Personnel	\$ 3,135,859	\$ (31,950)	\$ (31,950)	\$ 3,103,909
Operating	3,963,668	(24,340)	(24,340)	3,939,328
Capital	101,606	-	-	101,606
Debt Service	168,153	-	-	168,153
Transfer to Vehicle Replacement Fund	250,000	-	-	250,000
Transfer to Other Fund	-	56,290	56,290	56,290
Total Appropriations	<u>\$ 7,619,286</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,619,286</u>

Section XI: Estimated Revenues and Appropriations. Public Works 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 #9	E.	H.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES					
Occupancy Tax	\$ 118,000	\$ -	\$ -	\$ -	\$ 118,000
Transfers from Other Funds	9,402,880	384,206	2,200,000	2,584,206	11,987,086
Spec Fed/State/Loc Grant	23,951,467	-	-	-	23,951,467
Other Income	2,645,313	-	97,372	97,372	2,742,685
Bond Proceeds	10,296,803	-	-	-	10,296,803
Total Revenues	\$ 46,414,463	\$ 384,206	\$ 2,297,372	\$ 2,681,578	\$ 49,096,041
APPROPRIATIONS					
Stantonsburg Rd./10th St Con Project	\$ 6,044,950	\$ -	\$ -	\$ -	\$ 6,044,950
Computerized Traffic Signal System	8,883,151	-	-	-	8,883,151
Thomas Langston Rd. Project	3,980,847	-	-	-	3,980,847
Sidewalk Development Project	2,015,550	-	-	-	2,015,550
GTAC Project	9,336,917	-	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	-	777,600
King George Bridge Project	1,341,089	-	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	-	210,761
Street Lights & Cameras	1,026,225	-	-	-	1,026,225
F/R Station 3 Parking Lot	-	139,551	-	139,551	139,551
F/R Station 2 Bay Expansion	-	244,655	-	244,655	244,655
Street Improvements Project	5,488,000	-	2,297,372	2,297,372	7,785,372
Total Appropriations	\$ 46,414,463	\$ 384,206	\$ 2,297,372	\$ 2,681,578	\$ 49,096,041

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

	2017-18 Budget per Amend #9	F.	I.	Total Amend #10	2017-18 Budget per Amend #10
ESTIMATED REVENUES					
Transfer from General Fund	\$ 538,330	\$ 196,126	\$ -	\$ 196,126	\$ 734,456
Transfers from Capital Reserve	3,484,000	-	-	-	3,484,000
Financing Proceeds	1,519,484	(196,126)	1,159,676	963,550	2,483,034
Total Revenues	\$ 5,541,814	\$ -	\$ 1,159,676	\$ 1,159,676	\$ 6,701,490
APPROPRIATIONS					
New Technology for Public Safety	\$ 1,832,314	\$ -	\$ -	\$ -	\$ 1,832,314
Police Storage Facility	3,709,500	-	-	-	3,709,500
Superion Project	-	-	1,159,676	1,159,676	1,159,676
Total Appropriations	\$ 5,541,814	\$ -	\$ 1,159,676	\$ 1,159,676	\$ 6,701,490

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

Adopted this 11th day of June, 2018

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville
Budget Amendment #10
Fiscal Year 2017-18

Capital Project Carryover From FY2016-17

Project	Amount
- Eastside Park Development	\$ 123,900
Fire/Rescue Parking Lot #3	139,551
-	
- Fire Station #2	244,665
- Fire/Rescue Defibrillators	35,500
- City Hall Upgrades	13,519
Purchasing Expansion	187,270
-	
Greenmill Run Greenway	11,323
-	
Mast Arm Poles	100,000
-	
- Parking Lot Upkeep	81,903
Street Lighting	76,225
-	
- Cemetary Enhancements	30,000
Signal Progression	35,000
-	
Sidewalk Construction Program	412,056
-	
- 911 Communications Center Update	312,830
- Public Safety Storage	225,500
- COPS 2016 Grant Match	181,500
Bathroom Construction - Westpointe	65,300
-	
Westpointe Land Acquisition & Dev	26,485
-	
- Building Reuse Grant City Match	7,500
- Firetower - NC 43 to 14th	187,480
- Firetower - 14th to NC 33	531,160
- Street Signal Conversion	912,000
- 14th Street Widening	201,963
- Street Lights & Cameras	1,000,000
-	
- Sidewalk Development Parking Lot	288,734

-	Town Common Gateway	2,000,000
-	Dickinson Avenue Streetscape	711,266

City of Greenville
Budget Amendment #10
Fiscal Year 2017-18

GENERAL FUND

General Fund Contingency Available for Appropriation per Amendment #10:

2017-18 Contingency Fund Budget \$ 200,000

Appropriations As of Amendment #10:

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)	
Workforce Development Initiatives at Pitt Community College	\$	(8,500)	
			(188,500)

Contingency Available for Appropriation per Amend #10 \$ 11,500