



## **Agenda**

### **Greenville City Council**

**June 25, 2018**

**6:00 PM**

**City Council Chambers**

**200 West Fifth Street**

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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.

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- I. Call Meeting To Order**
- II. Invocation - Council Member Litchfield**
- 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. Authorization to apply for a 2018 BUILD Grant for Multimodal Transportation Network
2. Resolution authorizing a grant application to the North Carolina Division of Water Resources to support Sound Rivers' development of a kayak/canoe launch at Port Terminal
3. Approval to enter into a contract for the purchase of uniforms for the Police Department
4. Contract with The Ferguson Group for FY 2018-2019
5. Contract for services with the Pitt County Arts Council at Emerge
6. Supplemental Municipal Agreement with the North Carolina Department of Transportation for Construction of the South Tar River Greenway Phase 3 Project – Pitt Street to east of Memorial Drive
7. Contract award for the South Tar River Greenway Phase 3 Project and resolution requesting concurrence in award from the North Carolina Department of Transportation
8. Lease agreements for replacement of the current golf and utility cart fleet at Bradford Creek Public Golf Course
9. Lease/Purchase Agreement for replacement of current golf course maintenance equipment fleet
10. Contract award to Street Level Media, LLC for bus advertising services

## **VIII. New Business**

### **Public Hearings**

11. Naming of the new park on Stantonsburg Road near Gretna Drive and the Westpointe Village neighborhood

### **Other Items of Business**

12. Parking Lot Lease with Evans Street Properties, LLC at East Second Street and Cotanche Street
13. Purchase of an avigation easement by the Pitt County-City of Greenville Airport Authority on City-owned land located in the approach path of Runway 2

14. Purchase of an avigation easement by the Pitt County-City of Greenville Airport Authority on City-owned land located in the approach path of Runway 8
15. Review of Civilian Police Review Boards

**IX. City Manager's Report**

**X. Comments from Mayor and City Council**

**XI. Adjournment**



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Authorization to apply for a 2018 BUILD Grant for Multimodal Transportation Network

**Explanation:** **Abstract:** With City Council approval, a Better Utilizing Investments to Leverage Development (BUILD) grant application will be submitted for 2018. This grant is formerly known as the TIGER Grant and was submitted in 2016 and 2017. The 2018 application will focus on pedestrian, transit stops, and roadway improvements on W.5th Street, Dickinson Avenue, Reade Circle, Albemarle Avenue, Pitt Street, Clark Street, Atlantic Avenue and a pedestrian crossing to and from West Greenville. The overall purpose is to create pathways for safe and efficient access to the G. K. Butterfield Transportation Center or opportunities for West Greenville residents.

**Explanation:** Under the Better Utilizing Investments to Leverage Development (BUILD), the U.S. Department of Transportation provides funding for transportation and transit projects that are multi-modal, multi-jurisdictional, or otherwise challenging to fund through existing programs. BUILD investments aim to make communities more livable, safe, efficient, and sustainable. Cities can use BUILD funds to supplement “traditional” transportation funding from state DOTs, especially for projects that emphasize non-automotive modes.

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

The application will focus on pedestrian and roadway improvements on West 5th Street, Dickinson Avenue, Reade Circle, Albemarle Avenue, Pitt Street, Clark Street, and a pedestrian passage across the railroad tracks to and from West Greenville and a renovation of Atlantic Avenue. These improvements primarily consist of sidewalks, pedestrian crossings, streetscapes, lighting, roadway enhancements, and sidewalk accessories.

The grant application will explain that these improvements will create easier, efficient, and safer access to the G. K. Butterfield Transportation Center. Moreover,

the G. K. Butterfield Transportation Center will then and there safely link people, particularly West Greenville residents, to places of education, healthcare, and jobs.

The grant proposal requests \$8,200,000 in federal funding and requires a minimum 20% local match. The City's match will use \$5.65M in existing funds to include the Highway Trust Fund, the 2015 Street and Pedestrian Transportation Bond, and \$1,500,000 from the City's Capital Improvement Plan. This combination of funding will result in a 41% local match.

**Fiscal Note:**

The City will use \$5.65M in existing funds to include the \$2.2M from the Highway Trust Fund, \$1.95M from the 2015 Street and Pedestrian Transportation Bond, and \$1.5M from the City's Capital Improvement Plan.

**Recommendation:**

Authorize City staff to submit a 2018 BUILD grant application proposal, upon the final approval of the City Manager, which would be submitted no later than July 19, 2018.



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:**

Resolution authorizing a grant application to the North Carolina Division of Water Resources to support Sound Rivers' development of a kayak/canoe launch at Port Terminal

**Explanation:**

**Abstract:** The NC Division of Water Resources (DWR) provides water resource development grants for a variety of purposes, including the development of facilities for water-based recreation. The current (spring 2018) grant cycle ends June 30, 2018. Recreation and Parks staff requests approval to apply for a \$10,000 grant to support Sound Rivers' development of an accessible kayak/canoe launch near the Port Terminal boat ramp.

**Explanation:** Sound Rivers Inc. (SRI) is working to develop additional river access for kayaks and canoes along the "Tar Pamlico River Trail," and has sought and received permission from the NC Wildlife Resources Commission (NCWRC) to establish an accessible kayak/canoe launch in proximity to the NCWRC's Boat Launch at Port Terminal in Greenville. This is one of three launches SRI is planning to construct on the Tar-Pamlico, with another in Washington and one in Beaufort County. The deadline for completing construction of these projects is November, 2019.

The total cost of all three launches is approximately \$165,000, or about \$55,000 each. SRI has secured \$155,000 of this total through grants and cash donations. SRI is hoping to secure the remaining \$10,000 through a DWR grant. Funding from the DWR grant would be used to secure a no-rise certification for the Port Terminal project. Eligibility for DWR grants is limited to units of local government and local political subdivisions, and the spring grant cycle ends June 30, 2018.

Fall grant cycle applications must be submitted by December 31, 2018. Delaying application until then would result in grant notification not being received until April 2018, potentially making completion by the project deadline doubtful, if not impossible.

The City will be the grant applicant and the grant recipient. Sound Rivers will develop a Memorandum of Understanding (MOU) acceptable to the City to take on

responsibility for project management and completion of the project, obtaining the necessary permits and supervising the installation of the kayak launch.

The grant application must be accompanied by a City Council resolution with specific wording that is prescribed by the State. The resolution for consideration by Council is attached. Though portions of the resolution assign certain project responsibilities to the City of Greenville, the MOU will stipulate that those responsibilities will be addressed by Sound Rivers.

**Fiscal Note:** There would be little if any direct expense to the City.

**Recommendation:** Approve the resolution enabling application for a \$10,000 NC Division of Water Resources grant to support the development of an accessible kayak/canoe launch at Port Terminal.

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ATTACHMENTS:

- ☐ Letter of Comittment from SRI
- ☐ Sound\_Rivers\_Grant\_Resolution\_-\_Final\_1082344



June 15, 2018

Gary Fenton  
Recreation and Parks Dept.  
City of Greenville  
PO Box 7207  
Greenville, NC

To Mr. Fenton,

This letter is to document and express Sound Rivers' (SRI) commitment to complete the deliverables of the Increased Access Project grant proposal to the NC Division of Water Resources Development Grant (DWR WRDG), if awarded, within the contract timeline. Upon grant award, SRI agrees to enter into a Memorandum of Understanding for grant obligations regarding the completion of the project, obtaining the necessary permits and supervision of the installation of the kayak launch.

SRI, in its 37th year, has the funds, staff capacity, expertise, equipment and volunteer base to ensure completion of the grant project. Sound Rivers has been awarded grant funds in the amount of \$100,000 from the NC Recreational Trails grant program to install three ADA compliant kayak launches in the Cities of Greenville and Washington. In partnership with the City of Washington, the project was also awarded \$19,900 from the DWR WRDG in May of this year. In addition, cash matches are being provided by the NC Wildlife Resource Commission (\$20,000) and the City of Washington (\$6,500). With support from the City, the additional grant funds of \$10,000 will provide the remaining funds necessary to complete the kayak access launch in Greenville.

We are grateful for the City's support as we work to develop the Tar-Pamlico Water Trail and increase public access to the river.

Sincerely,

Heather Deck  
Executive Director  
Sound Rivers, Inc.



P.O. Box 1854  
Washington, NC 27889





RESOLUTION - 18  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE SUPPORTING A  
NORTH CAROLINA DIVISION OF WATER RESOURCES GRANT APPLICATION

WHEREAS, the City Council of the City of Greenville desires to foster increased recreational access to the Tar River;

WHEREAS, Sound Rivers Inc. is working to develop three accessible kayak/canoe launches of the Tar-Pamlico River Water Trail, one of which would be at the Port Terminal site within the City of Greenville;

WHEREAS, the North Carolina Division of Water Resources provides various water resource grants, including grants for the development of facilities for water-based recreation; and,

WHEREAS, Council desires the acquisition of NC Division of Water Resources grant funds in support of the Port Terminal kayak/canoe launch project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Greenville supports sponsoring the Tar-Pamlico River Water Trail Increased Access Project to install a universally accessible kayak and canoe launch at Port Terminal, and that (1) the City requests the State of North Carolina to provide financial assistance to Greenville, NC, for the Greenville portion of the Tar-Pamlico River Water Trail Increased Access Project in the amount of \$10,000 or 12% percent of project construction cost, whichever is the lesser amount; and

BE IT FURTHER RESOLVED in relation to this project that (2) the City assumes full obligation for payment of the balance of project costs beyond the grant funding and, in addition, will: (3) obtain all necessary State and Federal permits; (4) comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments; (5) supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications; (6) obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State; (7) assure that the project is open for use by the public on an equal basis with no restrictions; (8) hold the State harmless from any damages that may result from the construction, operation and maintenance of the project; and (9) accept responsibility for the operation and maintenance of the completed project.

Adopted this 25<sup>th</sup> day of June, 2018

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

#1082344



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Approval to enter into a contract for the purchase of uniforms for the Police Department

**Explanation:** **Abstract:** The Greenville Police Department (GPD) recently issued a bid for summer/winter uniforms and accessories. GPD is requesting authorization to enter into a two-year contract with Galls, LLC for the purchase of necessary uniforms and accessories.

**Explanation:** An invitation to bid for GPD summer/winter uniforms and accessories was recently issued, and bids were received from two companies. A copy of the bid tabulation sheet is attached along with a copy of the Invitation to Bid. GPD is recommending entering into a contract with Galls, LLC for the purchase of uniforms and accessories. Galls, LLC is the current vendor used for the purchase of GPD uniforms and accessories.

Per the Invitation to Bid, the proposed contract will be for a term of two years with two one-year options to extend. Unit prices bid will be firm for the full contract term. Over the course of the contract term, this proposed contract with Galls, LLC will exceed the \$100,000 threshold and requires approval from City Council.

**Fiscal Note:** Uniforms and accessories will be purchased on an as-needed basis. Funding for the uniforms will be allocated from the Uniform line-item currently established in GPD's budget and will not exceed the annually budgeted amount.

**Recommendation:** Authorize the City Manager, or her designee, to enter into a contract with Galls, LLC for the purchase of uniforms for the GPD.

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ATTACHMENTS:

- ☐ **Police Uniforms Bid Tabulation 17-18-51 1081930**
- ☐ **Invitation to Bid**



# Bid Tabulation Police Uniforms FB# 17-18-51

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"/>
<b>Department: Police</b>	Galls, LLC	Dana Safety Supply *	
<b>Requestor: Dale Mills</b>		<i>*Partial Bid</i>	
<b>Date: 6/8/2018</b>			

No.	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	Womens Short Sleeve Shirt w/Zipper	1	Each	43.43		
2	Mens Short Sleeve Shirt w/Zipper	1	Each	43.43		
3	Womens Long Sleeve Shirt w/Zipper	1	Each	45.21		
4	Mens Long Sleeve Shirt w/Zipper	1	Each	45.21		
5	Mens UFX Uniform Long Sleeve Polo	1	Each	49.99		
6	Mens UFX Uniform Short Sleeve Polo	1	Each	44.69		
7	Womens Hidden Cargo Pant	1	Each	53.47		
8	Mens Hidden Cargo Pant	1	Each	53.47		
9	Double Pistol TACO Belt Mount	1	Each	42.55	46.53	
10	Extended Pistol TACO Belt Mount	1	Each	24.43	26.84	
11	Pistol TACO Belt Mount	1	Each	21.80	24.16	
12	Handcuff TACO	1	Each	28.63	31.32	
13	HSGI Inner Belt	1	Each	20.22	25.05	
14	Cop Lock Duty Belt	1	Each	31.52	31.11	
15	Uniform Patch	1	Each	1.77		



# Bid Tabulation Police Uniforms FB# 17-18-51

**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**

<b>16</b>	Chevrons	1	Each	1.77		
<b>17</b>	Service Stripes	1	Each	.60		

<b>Subtotal</b>	\$552.19	\$185.01	
<b>Freight</b>	\$7.00/Flat Rate	Not provided	
<b>Tax</b>			
<b>Total</b>			

Doc#1081930



*Find yourself in good company*

**Invitation to Bid  
Formal Bid #17-18-51**

**Item(s): Greenville Police Dept. Summer/Winter Uniforms  
and Accessories Per Specifications**

**Bid Due Date: Friday, June 8, 2018 @ 11:00AM  
Pre-Bid Meeting: Monday, June 4, 2018 @ 9:00AM**

**Location: Purchasing Office  
201 West Fifth Street  
Greenville, NC 27858**

**For Questions Concerning the Bid:  
Ms. Denisha Harris  
Purchasing Manager  
Telephone: 252-329-4862  
[dharris@greenvillenc.gov](mailto:dharris@greenvillenc.gov)**

**Technical Specifications:  
Dale Mills  
Sergeant  
Telephone: 252-329-4339  
[dmills@greenvillenc.gov](mailto:dmills@greenvillenc.gov)**

**INVITATION TO BID  
FORMAL BID#17-18-51  
GREENVILLE POLICE DEPARTMENT SUMMER/WINTER UNIFORMS**

**INSTRUCTIONS TO BIDDERS**

The City of Greenville will receive sealed bids for supplying “Greenville Police Department Summer/Winter Uniforms” as per specifications. Bids will be received until **11:00 a.m., local time, on Monday, June 8, 2018**, and at that time will be publicly opened and read aloud in the Office of the Purchasing Manager, located at 201 West Fifth Street, Greenville, NC 27858

**A pre-bid conference will be held in the Purchasing Office located at 201 West Fifth Street, Greenville, NC on Monday, June 4, 2018 at 9:00 AM. All interested vendors should attend.**

The person, firm or corporation submitting a bid shall submit it in a sealed envelope to the Purchasing Manager or her duly designated representative, at the Office of the Purchasing Manager located at 201 West Fifth Street, Greenville, NC 27858, on or before the hour and the day stated above. **Bidding firms are asked to mark the envelope “Greenville Police Department Summer/Winter Uniforms” in lower left hand corner with the bid number FB#17-18-51** shown on the front of the envelope in which the bid is submitted. NOTE: LATE BIDS WILL NOT BE ACCEPTED.

The Bidder shall insert the required responses and supply all the information, as requested, on the enclosed Bid Pricing Forms. The prices inserted shall be net and shall be the full cost, including all factors whatsoever. Any bids not submitted on such forms provided will be considered unresponsive.

No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Purchasing Manager.

**The successful vendor must be a brick and mortar establishment, no cyber business will be accepted. The successful bidder must also have a retail outlet within 125 miles of the City of Greenville, NC. A representative must be available for onsite visits at least one day each month.**

The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid it deems most advantageous to the City. Any bid submitted will be binding for 60 days after the date of the bid opening. The option of selecting a partial or complete bid shall be at the discretion of the City of Greenville.

Time of delivery to Greenville, N. C. will be a factor along with quality, cost, etc. in awarding the bids.

It is expressly understood by the bidders that written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, the advertisement, these instructions and the detailed specifications, as the entire form of contract between the parties, except in cases where formal contracts are warranted.

Each proposal shall specify delivery time. Bids shall be FOB, Greenville, NC

Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerks Office, City Hall, Greenville, N. C. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

### **Minority and Women Business Enterprise (MWBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

**The City has established a 2% Minority Business Enterprise (MBE) and 2% Women Business Enterprise (WBE) goal** for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

If your firm is unable to bid for any reason, please send a letter of explanation.

Questions regarding any part of this bid shall be directed to Denisha Harris, Purchasing Manager, P. O. Box 7207, Greenville, N. C. 27835, telephone (252) 329-4482, email: dharris@greenvillenc.gov.

Denisha Harris  
Purchasing Manager  
City of Greenville, N. C.



# SPECIAL INSTRUCTIONS

## Uniform Requirements

### 1. CONTRACT COVERAGE

This invitation to bid includes estimated requirements for City of Greenville Police Department Summer and Winter regulation dress uniforms for the upcoming fiscal year. Uniforms are requested for all new hires for the life of the contract and replacements as needed for existing personnel. Unit prices must be bid firm for the entire contract period. It is to be a twenty-four (24) month contract with two (2) one (1) year options to extend at the same price after the effective date of delivery. The City has the option of cancellation after either party gives a 60 day notice to the other party in writing or in the event the funds are not budgeted/appropriated by the City in the future years. The City of Greenville also reserves the option to extend or renew this contract if deemed to be in its best interest. The City of Greenville also reserves the right to cancel the contract for non-performance or compliance at any time it deems necessary, but will provide a 30 day notice to the vendor in writing.

### 2. COMPLIANCE WITH SPECIFICATIONS

All vendors, by submission of their bid, agree to comply with all of the conditions, requirements, and specifications of this proposal, as stated or implied herein.

**Wherever brand, manufacturer, or product names are indicated, they are intended to identify the style, fit, wear, design and color of the approved uniform. Equal items may be bid but the burden of proof (that other than listed items bid are in fact equal) is on the bidder. Proof must be furnished at time bid is submitted, by submitting properly marked samples with the bid package. Time is of the essence in making this bid award. Therefore, samples sent separately from the bid package will not be accepted. Uniforms must be accepted by the City of Greenville as an approved equal in order to receive bid award.**

**The City of Greenville reserves the right to accept or reject a submitted item and to make the award that is deemed in the best interest of the City of Greenville.**

Any questions regarding these specifications should be asked during the scheduled pre-bid conference. Should a bidder be unable to attend the pre-bid meeting, questions regarding these specifications should be submitted to Denisha Harris at [dharris@greenvillenc.gov](mailto:dharris@greenvillenc.gov) prior to Monday, June 4, 2018.

### 3. FITTING – ALTERATIONS

Bids shall be taken on complete uniforms produced by experienced uniform makers in stock sizes. The successful bidder will be required to take individual measurements and alter stock uniform items to these measurements. Fittings must be performed as needed for all new hires and to acquire replacements for existing personnel. Employees must be individually fitted for uniform apparel within one (1) week after the bidder receives notification of a new hire with the City.

The holder of this contract is responsible for taking all measurements and guaranteeing fit of all personnel regardless of size.

Re-alterations, re-measurements, and exchanges are to be at the contract holder's expense and carried out on a timely basis.

#### 4. OVERSIZE CHARGES

No oversize charges will apply to any items listed as a stock size by the manufacturer as determined by the size range listed in the manufacturer's catalog and price lists.

Any item requiring special cutting of a non-stock size will be priced at the bid price plus a maximum of 30% over the bid price of that item.

#### 5. ONLINE ORDERING

The successful vendor will be required to set up an online ordering process accessible by each employee. The employee will be given an allowance for uniforms. Once the allowance is depleted, the ordering system must provide the option for personal credit card use.

#### DELIVERY

Delivery date of uniforms will be a major factor in considering award of this bid.

Delivery of orders placed during the contract period must be accomplished within fifteen (15) days from receipt of order. Maximum delivery of non-stock special cut sized will be 100 days.

All deliveries must be made to the individual employee's homes as designated through the online ordering system.

#### 6. PACKING AND LABELING

Uniform articles for each individual are to be packaged separately, with each package labeled to indicate the individual's name and contents of the package.

#### 7. PATCHES, CHEVRONS, SERVICE STARS, ETC.

Bids shall be taken on complete uniforms. Sewing on or embroidering of all patches, chevrons, service stars, etc. must be included in the bid price. **Patches, chevrons, service stars, etc. must be furnished by the vendor.**

A custom designed shield shaped patch must be sown on garments prior to delivery to the individual Officer. This patch is to be used on the sleeves of all shirts, blouses, and jackets issued by the Greenville Police Department.

The shield will be outlined in yellow gold. The background of the patch will be black in color. On the background will be a circular area, outlined in green and gold. Inside the circular border at the top of the circle will be the wording "Community Oriented". Inside the bottom edge of the circular border will be the wording "Greenville Police Department." An eagle with gold shield in the background is centered in the circle. The eagle will have yellow gold wings and claws. The head shall be white. Across the top of the shield shall be the wording "GREENVILLE" and "POLICE" will be across the bottom.



Greenville Police Department badge must be embroidered onto the left chest of each shirt prior to shipment.

The successful vendor will be required to embroider the first and middle initial plus last name on each shirt (right chest).

Chevrons (if applicable) must be patched on the sleeve prior to delivery, and Rank Insignia must be embroidered on the collar.

## **8. QUANTITIES**

The quantities listed in this bid are approximations only and are subject to change. The intent of this contract is to outfit all new hires and replace uniforms as needed. It is our intent to outfit each new hire with one (1) long-sleeve and one (1) short-sleeve Class A, zip up shirt; four (4) Polo shirts (long and/or short-sleeved); and four (4) pair of pants. Accessories required (per person) include one (1) double magazine pouch, one (1) extended pistol pouch, two (2) versatile belt mounted pouches, one (1) handcuff pouch, one (1) basic inner belt, and one (1) CopLock Duty Belt. The quantities listed are not to be interpreted as a minimum that must be bought and they are not binding on the City of Greenville.

## **9. CITY COUNCIL ACTION**

The City Council of the City of Greenville reserves the right to reject any and all proposals, waive informalities, and to make the award/purchase which is in the best interest of the City of Greenville. The City of Greenville reserves the option to extend or renew the successful vendor contract if it is deemed to be in the best interest of the City of Greenville or if it is necessitated by need.

## **10. BID SUBMITTAL**

Proposals must be made upon the Bid Pricing Form attached hereto. They must be enclosed in a sealed envelope and endorsed with the title of the bid and the bid number. They must be filed with the Purchasing Manager on or before the time stated in the advertisement. Mailed proposals should be mailed to the Office of the Purchasing Manager 201 West Fifth Street, Greenville, NC 27834. Note: It is the bidder's responsibility to ensure that their bid is in on time. Late bids will not be accepted.

## **11. CONTRACT AGREEMENT**

It is expressly understood by the bidders that written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, the advertisement, these instructions and the detailed specifications as the entire form of contract between the parties.

City of Greenville

Financial Services/Purchasing Division  
Telephone: 252-329-4862

**BID PRICING FORM**

**Formal Bid #17-18-51 Greenville Police Department Personnel Uniforms**

**\*Note: No bids will be accepted that are not submitted on this form.** Items that are not being bid should be left blank. If not bidding specified brands, please include mfr. and item number for the items that are being bid. Sales tax may be listed but as a separate item. Prices must be bid FOB Destination.

**BID FORM**

<b>Item No.</b>	<b>Description</b>	<b>Unit Price</b>
1.	<b>Womens Short Sleeve Shirt with Zipper</b> Brand: TexTrop2 Manufacturer: Elbeco Mfr. Item: Z9814LCN Mfr/Item Bid: _____	\$ _____
2.	<b>Mens Short Sleeve Shirt with Zipper</b> Brand: TexTrop2 Manufacturer: Elbeco Mfr. Item: TXTPS2 Mfr/Item Bid: _____	\$ _____
3.	<b>Womens/Mens Long Sleeve Shirt with Zipper</b> Brand: TexTrop2 Manufacturer: Elbeco Mfr. Item: TXTPS2 Mfr/Item Bid: _____	\$ _____
4.	<b>Womens/Mens UFX Uniform Long Sleeve Polo</b> Brand: UFX Manufacturer: Elbeco Mfr. Item: UFXUP Mfr/Item Bid: _____	\$ _____
5.	<b>Womens/Mens UFX Uniform Short Sleeve Polo</b> Brand: UFX Manufacturer: Elbeco Mfr. Item: UFXUP Mfr/Item Bid: _____	\$ _____
6.	<b>Womens/Mens Hidden Cargo Pants</b> Brand: TexTrop2 Manufacturer: Elbeco Mfr. Item: TT2P Mfr/Item Bid: _____	\$ _____

- 7. **Double Pistol TACO Belt Mount** \$ \_\_\_\_\_  
 Manufacturer: High Speed Gear  
 Mfr. Item: BM-DOUBLE-PT  
 Mfr/Item Bid: \_\_\_\_\_
  
- 8. **Extended Pistol TACO Belt Mount** \$ \_\_\_\_\_  
 Manufacturer: High Speed Gear  
 Mfr. Item: BM-EXPTACO  
 Mfr/Item Bid: \_\_\_\_\_
  
- 9. **Pistol TACO Belt Mount** \$ \_\_\_\_\_  
 Manufacturer: High Speed Gear  
 Mfr. Item: BM-PTACO  
 Mfr/Item Bid: \_\_\_\_\_
  
- 10. **Handcuff TACO** \$ \_\_\_\_\_  
 Manufacturer: High Speed Gear  
 Mfr/Item Bid: \_\_\_\_\_
  
- 11. **HSGI Inner Belt** \$ \_\_\_\_\_  
 Manufacturer: High Speed Gear  
 Mfr/Item Bid: \_\_\_\_\_
  
- 12. **Cop Lock Duty Belt** \$ \_\_\_\_\_  
 Manufacturer: High Speed Gear  
 Mfr. Item: 31DBC  
 Mfr/Item Bid: \_\_\_\_\_

SUB- TOTAL: \$ \_\_\_\_\_

SALES TAX: \$ \_\_\_\_\_

GRAND TOTAL: \$ \_\_\_\_\_

**Oversize and/or alteration charges (Please list/explain):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Addendum(a) Acknowledgement** (if applicable)\_\_\_\_\_

**Company**\_\_\_\_\_

**Address**\_\_\_\_\_

**Date**\_\_\_\_\_ **Delivery Date**\_\_\_\_\_

**Authorized Representative Signature**\_\_\_\_\_

**Title**\_\_\_\_\_

**Telephone Number:**\_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:**\_\_\_\_\_



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

---

**Title of Item:** Contract with The Ferguson Group for FY 2018-2019

**Explanation:** **Abstract:** The City of Greenville has worked with The Ferguson Group for lobbying services for several years. The Ferguson Group assists with identifying potential funding for City projects and initiatives in addition to lobbying the U.S. Congress on issues affecting the City. The requested action is to renew the contract arrangement with The Ferguson Group for one year, beginning on July 1, 2018.

**Explanation:** The Ferguson Group, a lobbying firm in Washington, DC, assists clients with identifying and securing federal grant funds for projects and initiatives. The City has held contracts with The Ferguson Group since 2002. The current contract approved by City Council on April 24, 2017, expires on June 30, 2018.

At the May 7, 2018 meeting of City Council, the attached 2018 Federal Agenda was adopted. Some of the projects that have been facilitated or supported by The Ferguson Group on behalf of the City of Greenville include the U.S. 264 Interstate designation, the Green Mill Run stream restoration project, Police Wireless Technology Grants, and support of various grant programs essential to the City of Greenville. The Ferguson Group was also instrumental in securing funds for the Tenth Street Connector, Greenville Transportation Activity Center, and Town Creek Culvert projects.

**Fiscal Note:** The contract is a 12-month contract with a \$6,000 per month cost, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of \$3,000, for a total maximum cost of \$75,000. If approved by City Council, the contract will be effective July 1, 2018 through June 30, 2019. Funds will be included in the FY 2018-19 budget to cover the contract costs.

**Recommendation:** Approve and authorize the City Manager to execute the contract agreement with The Ferguson Group as outlined in the attached agreement.

---

**ATTACHMENTS:**

- ☐ 2018-2019\_Contract\_with\_The\_Ferguson\_Group\_1082314**
- ☐ 2018 Federal Agenda**



AGREEMENT  
CITY OF GREENVILLE, NORTH CAROLINA  
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of Greenville, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

- A. act as the Washington Representative to the client in Washington, D.C.;
- B. represent the client regarding legislative and regulatory matters impacting the client specifically;
- C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;
- D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;
- F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;
- G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;
- H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;
- I. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;
- J. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;

- K. counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences;
- L. review and assist in developing the client's Federal Agenda;
- M. consult the client's elected officials and local staff on federal legislative affairs;
- N. alert the client to relevant federal and foundation competitive grant opportunities;
- O. cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the client's ability to obtain competitive grants;
- P. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.; and
- Q. submit periodic reports providing the latest information on issues of interest to the client.

## 2. OBLIGATIONS OF THE CLIENT

The client will:

- A. pay TFG \$6,000 per month one month in advance for professional services, or \$72,000 annually;
- B. reimburse TFG for expenses, not to exceed \$3,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;
- C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;
- E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the client's policies and programs;
- F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG

outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's business;

G. reimburse TFG for all long distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

TFG will not:

A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. perform any legal, engineering, accounting or other similar professional services; and

4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

5. TERM OF AGREEMENT:

This agreement is for one year beginning on July 1, 2018, and ending on June 30, 2019. Contractual time may be extended upon written mutual consent of the parties.

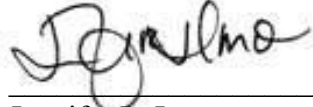
6. Iran Divestment Act Certification: The Ferguson Group hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Ferguson Group shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

7. E-Verify Compliance: The Ferguson Group shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if The Ferguson Group utilizes a subcontractor, The Ferguson Group shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The Ferguson Group represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

THE FERGUSON GROUP, L.L.C.

CITY OF GREENVILLE, NC



\_\_\_\_\_  
Jennifer L. Imo  
Managing Partner

\_\_\_\_\_  
PJ Connelly  
Mayor

Date: May 22, 2018

Date: June 25, 2018

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

\_\_\_\_\_  
Date

Account Number: 010-01-05-00-000-000-521500

Project Code (If Applicable): N/A



Find yourself in good company

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

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

## COMMUNITY AND ECONOMIC DEVELOPMENT

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

## LABOR AND WORKFORCE DEVELOPMENT

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

## ENERGY AND ENVIRONMENT

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

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





## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Contract for services with the Pitt County Arts Council at Emerge

**Explanation:** **Abstract:** The services identified in the attached contract with the Pitt County Arts Council at Emerge reflect the services and programs proposed for fiscal year 2018-2019 and fiscal year 2019-2020.

**Explanation:** During the 2018 City Council Planning Retreat, identified Arts and Entertainment as a top priority. The work plan for the Arts Council drives an agenda to raise the awareness of art activity in the community and works to integrate art in our public spaces.

The Pitt County Arts Council at Emerge will continue to serve the City of Greenville by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$8,000 for FY 2019 and FY 2020):

1. Develop, promote and support the arts in the City of Greenville.
2. Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
3. Partner and plan with stakeholders to ensure that the arts are a part of future development, streetscapes, and plans within the community.
4. Continue as the Civic Arts Facilitator for the City of Greenville, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Commission.
5. Seek additional private funding for public art and arts programming throughout Greenville.
6. Manage the call for artist for the rotating art at Chico's Lot and Evans Street locations and provide administrative oversight of honorarium and installation.

Deliverables:

1. An annual report will be presented to the City Council showing the success of items 1-6 (listed above).

The Pitt County Arts Council at Emerge will continue the planning for the Arts District in the Uptown Greenville area in coordination with the North Carolina Arts Council's SmART Initiative's grant and work on the implementation of

the Arts District Plan to advance Uptown Greenville as the arts center for Pitt County, and recognized as the center for the arts in the region. (\$22,000 per year)

YEAR ONE: 2018-2019

1. In coordination with partners, begin implementing the initial Art District Plan Recommendations.
2. Complete all necessary paperwork to ensure the receipt of the NC Arts Council SmART Initiatives Grant.
3. Working with the North Carolina Arts Council, begin consultation about being a SmART City and integrating the planning with the current Arts District.

Deliverables:

1. In coordination with partners, begin implementing the programs and initiatives outlined by the Arts District Plan.
  - a. City of Greenville Artist in Residence Program implementation in partnership with the ECU School of Art and Design and a Time for Science
  - b. Serving as the Civic Art Facilitator within the Arts Districts
  - c. Working with partners to brand and promote the Arts District
  - d. Investigate live/work space for artists in or surrounding the Arts District
2. The SmART Initiatives Committee will be established and will work on planning to combine the Arts District recommendations with the work of the SmART City Initiatives.
3. An annual report will be presented to the City Council about the progression of the SmART City Program.

YEAR TWO: 2019-2020

1. In Coordination with partners, continue implementing the Arts District Plan.
2. Working with the North Carolina Arts Council, continue consultation as a SmART City, and integrating the planning within the current Arts District Plan.

Deliverables:

1. In Coordination with partners, begin implementing the programs and initiatives outlined by the Arts District Plan.
  - a. City of Greenville Artist in Residence Program implementation in partnership with the ECU School of Art and Design and a Time for Science
  - b. Serving as the Civic Art Facilitator within the Arts Districts

- c. Working with partners to brand and promote the Arts District
  - d. Continue to establish live/work space for artists in or surrounding the Arts District
2. Investigate live/work space for artists in or surrounding the Arts District.
  3. An annual report will be presented to the City Council about the progression of the SmART City Program.

**Fiscal Note:** The cost of the contract is \$30,000 each year and will be funded from the 2018-19 adopted budget and proposed 2019-20 financial plan.

**Recommendation:** Approve the attached contract for services and authorize the City Manager to execute the contract with the Pitt County Arts Council at Emerge.

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ATTACHMENTS:

- ▣ **Arts\_Council\_Contract\_for\_FY\_2019\_and\_FY\_2020\_1081871**

CONTRACT FOR SERVICES

This CONTRACT is made the 1<sup>st</sup> day of July, 2018, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Pitt County Arts Council at Emerge, a North Carolina nonprofit corporation (ARTS COUNCIL);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by ARTS COUNCIL for the CITY, and the sum of \$30,000 paid by the CITY to ARTS COUNCIL.

2. General Work to be Performed.

ARTS COUNCIL will use its best efforts to publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL; assist in promoting the arts to business and residents as an economic driver; and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent organization for the arts. ARTS COUNCIL will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of ARTS COUNCIL.

3. Specific Work to be Performed.

ARTS COUNCIL will perform the following specific services:

The Pitt County Arts Council at Emerge will continue to serve the City of Greenville by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$8,000 for FY 2019 and FY2020):

1. Develop, promote and support the arts in the City of Greenville.
2. Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
3. Partner and plan with stakeholders to ensure that the arts are a part of future development, streetscapes, and plans within the community.
4. Continue as the Civic Arts Facilitator for the City of Greenville, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Commission.

5. Seek additional private funding for public art and arts programming throughout Greenville
6. Manage the call for artist for the rotating art at Chico's Lot and Evans Street locations and provide administrative oversight of honorarium and installation.

Deliverables:

1. An annual report will be presented to the City Council showing the success of items 1-6 (listed above).

The Pitt County Arts Council at Emerge will continue the planning for the Arts District in the Uptown Greenville area in coordination with the North Carolina Arts Council's SmART Initiative's grant and will work on the implementation of the Arts District Plan to advance Uptown Greenville as the arts center for Pitt County, and recognized as the center for the arts in the region. (\$22,000 per year)

YEAR ONE: 2018-2019

1. In coordination with partners, begin implementing the initial Art District Plan Recommendations.
2. Complete all necessary paperwork to ensure the receipt of the NC Arts Council SmART Initiatives Grant.
3. Working with the North Carolina Arts Council, begin consultation about being a SmART City and integrating the planning with the current Arts District.

Deliverables:

1. In coordination with partners, begin implementing the programs and initiatives outlined by the Arts District Plan.
  - a. City of Greenville Artist in Residence Program implementation in partnership with the ECU School of Art and Design and a Time for Science
  - b. Serving as the Civic Art Facilitator within the Arts Districts
  - c. Working with partners to brand and promote the Arts District
  - d. Investigate live/work space for artists in or surrounding the Arts District
2. The SmART Initiatives Committee will be established and will work on planning to combine the Arts District recommendations with the work of the SmART City Initiatives.
3. An annual report will be presented to the City Council about the progression of the SmART City Program.

YEAR TWO: 2019-2020

1. In Coordination with partners, continue implementing the Arts District Plan.
2. Working with the North Carolina Arts Council, continue consultation as a SmART City, and integrating the planning within the current Arts District Plan.

Deliverables:

1. In Coordination with partners, begin implementing the programs and initiatives outlined by the Arts District Plan.
  - a. City of Greenville Artist in Residence Program implementation in partnership with the ECU School of Art and Design and a Time for Science
  - b. Serving as the Civic Art Facilitator within the Arts Districts
  - c. Working with partners to brand and promote the Arts District
  - d. Continue to establish live/work space for artists in or surrounding the Arts District
2. Investigate live/work space for artists in or surrounding the Arts District.
3. An annual report will be presented to the City Council about the progression of the SmART City Program.
4. Schedule of Payments.

Payment will be made by the CITY to ARTS COUNCIL on a quarterly basis with the first payment to be made within 30 days of the effective date of this contract for services.

5. Reports.

ARTS COUNCIL shall provide a written report to the City Council of the CITY of the significant achievements of ARTS COUNCIL with regard to the work performed under Sections 2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Duration, Termination, and Amendment.

This CONTRACT shall commence on July 1, 2018, and terminate on June 30, 2020. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

7. Iran Divestment Act Certification: The Pitt County Arts Council at Emerge hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Pitt County Arts Council at Emerge shall

not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

8. E-Verify Compliance: The Pitt County Arts Council at Emerge shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if The Pitt County Arts Council at Emerge utilizes a subcontractor, The Pitt County Arts Council at Emerge shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The Pitt County Arts Council at Emerge represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

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

PITT COUNTY ARTS COUNCIL

\_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF GREENVILLE

\_\_\_\_\_  
Ann E. Wall, City Manager

ATTEST:

\_\_\_\_\_  
Carol L Barwick, City Clerk

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

\_\_\_\_\_  
Date

Account Number: 010-01-10-21-000-000-521570

Project Code (If Applicable): N/A





## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

---

**Title of Item:** Supplemental Municipal Agreement with the North Carolina Department of Transportation for Construction of the South Tar River Greenway Phase 3 Project – Pitt Street to east of Memorial Drive

**Explanation:** **Abstract:** The North Carolina Department of Transportation (NCDOT) has approved additional funding for the South Tar River Greenway Phase 3 project, which will allow the City to proceed with construction of this section of greenway. A 20% match with City funds will be required.

**Explanation:** The project extends the existing South Tar River Greenway from its current terminus west of Pitt Street (by First Street Place Apartments) to Nash Street east of Memorial Drive. This new section of greenway will provide a vital recreation and alternative transportation connection from West Greenville to the Town Common and uptown Greenville.

Bids for the South Tar River Greenway Phase 3 project were opened on February 22, 2018. The base bid amount plus alternates 1 through 4 submitted by the low bidder exceeded the available funding for the project. Staff contacted NCDOT to discuss the bids, and submitted a request to NCDOT for additional funding.

NCDOT agreed to the City's request for additional funding and, per the conditions of the Supplemental Municipal Agreement, is providing an additional \$1.44 million for this project.

**Fiscal Note:** Funding for this municipal agreement will be provided by an additional \$1,440,000 in grant funds, with the required 20% City match of \$360,000 provided by 2015 Bond funds for greenways.

**Recommendation:** City Council approve the municipal agreement with NCDOT to allocate additional construction funds for the South Tar River Greenway Phase 3 project in the amount of \$1,440,000 in federal funds (80%) and \$360,000 in City funds (20%).

---

ATTACHMENTS:

- ☐ **STR Greenway Ph 3A Supplemental Agreement**

NORTH CAROLINA  
PITT COUNTY

**3<sup>rd</sup> SUPPLEMENTAL AGREEMENT**

DATE: 5/25/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: EB-5539

AND

WBS ELEMENTS: PE 45529.1.1

ROW 45529.2.F1

CITY OF GREENVILLE

CON 45529.3.F1

FEDERAL-AID NUMBER: TCSP-0220(64)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$1,440,000

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, hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the Department and the Municipality on 2/7/2012, entered into a certain Project Agreement for the original scope: preliminary engineering, right-of-way, and construction of a 10-ft wide asphalt paved multi-use trail with 2-ft wide granite screenings shoulders from the western terminus of the existing South Tar River Greenway at Pitt Street to Moye Boulevard, programmed under Project EB-5539; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 4/17/2014 to extend the scope, increase the funding, and update the time frame for the project; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 5/10/2016 to reduce the project scope; extend the PS&E package delivery date; and extend the project completion date; and,

WHEREAS, the Municipality has requested additional funding and extend the completion date of the project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

## **FUNDING**

The Department's original participation was \$1,810,609. The Department agrees to participate in additional funding up to a maximum amount of \$1,440,000 in Transportation Alternatives Program (TAP) funds, as detailed below. The Municipality shall provide the non-federal match (\$360,000), as detailed in the REVISED FUNDING TABLE below, and all costs that exceed the total estimated cost.

### **REVISED FUNDING TABLE**

<b>Fund Source</b>	<b>Federal Funds Amount</b>	<b>Reimbursement Rate</b>	<b>Non-Federal Match \$</b>	<b>Non-Federal Match Rate</b>
High Priority Projects (Original Agreement)	\$907,609	80%	\$226,902	20%
STP-EB (1st Supplemental Agreement)	\$722,400	80%	\$180,600 (State)	20%
TAP (3rd Supplemental Agreement)	\$1,440,000	80%	\$360,000	20%
<b>Total Estimated Cost</b>		\$3,837,511		

## **RESPONSIBILITIES**

### **TIME FRAME**

The Municipality shall complete the Project by December 31, 2019. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 2/7/2012, 4/17/2014, and 5/10/2016 are ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF GREENVILLE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

NCGS 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 \_\_\_\_\_ (Governing Board) of the City of Greenville as attested to by the signature of \_\_\_\_\_, Clerk of the \_\_\_\_\_ (Governing Board) on \_\_\_\_\_ (Date)

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_  
Remittance Address:

\_\_\_\_\_  
City of Greenville

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Contract award for the South Tar River Greenway Phase 3 Project and resolution requesting concurrence in award from the North Carolina Department of Transportation

**Explanation:** **Abstract:** This item is to approve Smith-Rowe, LLC for the construction of approximately 0.80 miles of multi-use trail along the South Tar River Greenway in the amount of \$2,827,928.

**Explanation:** Bids for the South Tar River Greenway Phase 3 Project were scheduled to be opened on February 13, 2018. Only one bid was submitted, and staff rejected the bid. The project was re-advertised and bid opening scheduled for February 22, 2018. Three bids were received, with Smith-Rowe, LLC of Mt. Airy, NC, submitting the lowest responsive base bid. A bid summary is attached.

This phase of the greenway involves construction of approximately 0.80 miles of 10 foot wide paved multi-use trail along the south side of the Tar River. The trail will extend the existing greenway trail that ends west of Pitt Street and continue to the western terminus of Colonial Avenue, east of Memorial Drive. The construction includes a significant underpass of CSX railroad where it crosses the Tar River. In addition to the base bid which is construction of the greenway from First Street Place Apartments to Nash Street, Alternate 1 adds the replacement of a drainage structure, Alternate 2 adds the Fairfax Avenue Trailhead, Alternate 3 adds the White Street Trailhead Connection, and Alternative 4 substitutes the wooden boardwalks in the base bid with precast concrete boardwalks with metal railing.

NCDOT requires City Council to approve the contract and the attached resolution prior to their award of the Greenway Project.

**Fiscal Note:** The budget for this project, including a 10% contingency, is \$3.11 million. In accordance with the municipal agreement with NCDOT for this project, the City will be reimbursed 80% of the construction costs.

**Recommendation:** City Council award a construction contract for the South Tar River Greenway Phase 3 project to Smith-Rowe, LLC in the amount of \$2,827,928, and approve the attached resolution requesting a Concurrence in Award from NCDOT.

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ATTACHMENTS:

- ▣ **South\_Tar\_River\_Greenway\_Phase\_3\_Resolution\_for\_Concurrence\_in\_Award\_1080568**
- ▣ **Bid Summary**
- ▣ **Expense Summary Sheet**

RESOLUTION NO. \_\_\_\_\_-18  
RESOLUTION REQUESTING A CONCURRENCE IN AWARD  
FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
FOR THE SOUTH TAR RIVER GREENWAY PHASE 3 PROJECT

WHEREAS, the North Carolina Department of Transportation and the City of Greenville have entered into a municipal agreement to design and construct the South Tar River Greenway Phase 3 Project, Project No. EB-5539; and,

WHEREAS, the City has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City has reviewed and identified Smith-Rowe, LLC, as the lowest responsible bidder;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of Project No. EB-5539 in Pitt County is hereby awarded to Smith-Rowe, LLC, and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Smith-Rowe, LLC, for the construction of said project in the amount of \$2,827,927.85, provided that a Concurrence in Award for the project is received from the North Carolina Department of Transportation.

ADOPTED this 25<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

#1080568



# South Tar River Greenway Phase 3

## BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Re-Bid Opening: February 22, 2018 @ 2:00 p.m.

<i>Contractor</i>	<i>Rec'd Addenda</i>		<i>5% Bid Bond</i>		<i>DBE 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>	
Smith-Rowe, LLC	N/A		X						\$2,214,628.85 – Base Bid
									\$9,000.00 – Alt. 1
									\$152,484.00 – Alt. 2
									\$126,815.00 – Alt. 3
									\$325,000.00 – Alt. 4
Trader Construction Co.	N/A		X						\$2,800,956.00 – Base Bid
									\$6,060.00 – Alt. 1
									\$139,170.00 – Alt. 2
									\$140,613.75 – Alt. 3
									\$216,000.00 – Alt. 4
S. T. Wooten, Corp.	N/A		X						\$3,840,441.10 – Base Bid
									\$3,005.00 – Alt. 1
									\$185,497.80 – Alt. 2
									\$130,638.25 – Alt. 3
									\$195,130.00 – Alt. 4

<b>SOUTH TAR RIVER GREENWAY PHASE 3A</b>		
<b>REVENUE SUMMARY</b>		
<b>ITEM</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
CPPW GRANT	\$50,000	Pitt County Health Department Planning Grant
GRANT REVENUE	\$907,609	Original Agreement, Federal portion (80%)
NON-GRANT REVENUE	\$226,902	City 20% match to TCSP
GRANT REVENUE #2	\$903,000	Supplemental Municipal Agreement #1, no City match
GRANT REVENUE #3	\$1,440,000	Supplemental Municipal Agreement #2, Federal portion (80%)
NON-GRANT REVENUE	\$360,000	City 20% match to SMA #2
<b>TOTAL REVENUES</b>	<b>\$3,887,511</b>	
<b>EXPENDITURES ANTICIPATED TO DATE</b>		
<b>ITEM</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
DESIGN/CEI	\$588,172	Kimley Horne, CSX & SEPI
ACQUIZITION	\$81,427	Parcel acquisitions and attorney fees
	<b>\$669,599</b>	
<b>SMITH-ROWE, LLC - BID SUMMARY</b>		
<b>ITEM</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
BASE BID	\$2,214,629	Base Bid for greenway from 1st Place Apartments to Nash Street
ALTERNATE 1	\$9,000	Replace drainage structure
ALTERNATE 2	\$152,484	Fairfax Avenue Trailhead
ALTERNATE 3	\$126,815	White Street Trailhead Connection
ALTERNATE 4	\$325,000	Precast Concrete Boardwalk with Metal Railing
	<b>\$2,827,928</b>	
10% Contingency	<b>\$282,793</b>	
	<b>\$3,110,721</b>	Proposed Construction Budget
<b>SEPI - CONSTRUCTION ENGINEERING INSPECTION (CEI)</b>		
	<b>\$95,222</b>	Estimated cost for construction management & inspection
<b>NET FUNDS REMAINING</b>	<b>\$11,970</b>	



# City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

**Title of Item:** Lease agreements for replacement of the current golf and utility cart fleet at Bradford Creek Public Golf Course

**Explanation:** **Abstract:** Bradford Creek Public Golf Course's lease agreement for golf carts and utility carts expired shortly after the start of Billy Casper Golf's contracted operation of this course. A new lease agreement is necessary.

**Explanation:** The current lease of 65 golf and seven utility carts expired in February 2018. Billy Casper Golf, in the management of Bradford Creek Public Golf Course, has been leasing the golf/utility carts on a month-to-month basis since then. Their current monthly payment is \$4,279.96.

As part of the normal replacement of the golf/utility carts, a new lease agreement needs to be signed. The current fleet is at the end of its useful life.

TCF Equipment Finance (a division of TCF National Bank) will provide Bradford Creek Public Golf Course with new golf and utility carts with a minimal price increase over the previous lease. (There will be a small reduction in the number of carts leased.) These are four year lease agreements. The leases contain "non-appropriation clauses" for governmental entities so the City can be released from the lease if Billy Casper Golf were to default on the operational agreement and then funds that would allow for the continuance of the lease were not appropriated.

Although the City is under contract with Billy Casper Golf for the operation of the course, the lease agreement for the golf and utility cart fleet must be in the name of the City. Structuring the agreement in this manner protects the City and ensures the ongoing operation of the course in the event that contract management with Billy Casper Golf is ever terminated in the future.

<b><u>Fiscal Note:</u></b>	Four (4) year lease for 60 new golf carts	\$3,648.00 per month
	Four (4) year lease for 3 utility carts	<u>\$ 679.13 per month</u>
	<b>TOTAL LEASE AMOUNT:</b>	<b>\$4,327.13 per month</b>

Funds are available in the approved FY 18-19 Expense Budget presented by Billy Casper Golf for the management of Bradford Creek Public Golf Course.

**Recommendation:** Authorize the City Manager to approve and sign the attached lease agreements with TCF Equipment Finance for 60 E-Z-Go golf carts and 3 Cushman utility carts for \$4,327.13 per month, for 48 months.

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**ATTACHMENTS:**

- ❑ **Golf Cart Lease**
- ❑ **Utility Cart Lease**



Amendment to Contract

	Date: April 26, 2018
The "Contract": Lease Number 008-0646832-102 Dated March 21, 2018	
"Lessee"	
City of Greenville, NC, 4950 Old Pictolus Road, Greenville, NC 27834	
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

1. **5. GOVERNING LAW; VENUE OF LITIGATION:** is hereby amended to be deleted in its entirety and replaced with the following language:

**"THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF NORTH CAROLINA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN NORTH CAROLINA AND LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF."**

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank      By: \_\_\_\_\_      Operations - T.C.

Lessee: City of Greenville, NC      By: \_\_\_\_\_      Ann E. Wall, City Manager



**LEASE AGREEMENT  
(EQUIPMENT RENTAL)**

This "Lease": Lease Agreement Number 008-0646832-102 Dated March 21, 2018	
"Lessee"	
City of Greenville, NC, 4950 Old Pictolus Road, Greenville, NC 27834	
Fax:(252) 329-4062	E-mail:mgillespie@greenvillenc.gov
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax:319-833-4577	E-mail:customerservice@financediv.com

Number of Rental Payments	Rental Payments	Advances
48	\$3,648.00	First:\$0.00 Last:\$0.00 Total:\$0.00

EQUIPMENT LOCATION & DESCRIPTION:	MAXIMUM HOURS:
4950 Old Pictolus Road, Greenville, NC 27834: (60) 2018 E-Z-GO TXT Gas Golf Cars together with all attachments and accessories thereto	N/A

**TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING**

- RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest.
- EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
- DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN MINNESOTA AND LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.
- SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease (i) shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; and (ii) this Lease is made under Minn. Stat. Sec. 334.022.
- APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In

addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.

8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under Minnesota law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe

operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.

18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable



registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

- 21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.
- 22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
- 23. **GENERAL:** This Lease and any related documents may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding. If Lessor permit Lessee to deliver this Agreement or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. To the extent this Lease is "chattel paper," a security or ownership interest may only be created herein by transfer to or by Lessor of such signed counterpart. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies, VGM and Associates and its affiliates, and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about Lessee while processing account applications. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease.

**ADDITIONAL TERMS AND CONDITIONS**

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Lessor:	TCF Equipment Finance, a division of TCF National Bank	By: _____	Operations - T.C.
Lessee:	City of Greenville, NC	By: _____	Ann E. Wall, City Manager

**THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR**



**CERTIFICATE OF INCUMBENCY**  
**LEASE NO. 008-0646832-102**  
**DATED AS OF March 21, 2018**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Greenville, NC (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

## Insurance Certificate Request

<b>To</b>	To Whom It May Concern	<b>From</b>	Marisa Meyers
<b>Company</b>		<b>Fax</b>	(866) 465-3149
<b>Fax</b>		<b>Phone</b>	(800) 215-4738 x
<b>Phone</b>		<b>Email</b>	mmeyers@financediv.com
<b>Subject</b>	<b>INSURANCE CERTIFICATE REQUEST</b>	<b>Date</b>	March 21, 2018

**Message:**

Our mutual customer, City of Greenville, NC, is leasing equipment through TCF Equipment Finance, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. <b>INSURED:</b> City of Greenville, NC, 4950 Old Pactolus Road, Greenville, NC 27834
2. <b>COVERAGES:</b> <ul style="list-style-type: none"> <li>• Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> <li>➤ Policy Number</li> <li>➤ Policy Effective Date &amp; Policy Expiration Date</li> </ul> </li> <li>• Property Damage – Cost: \$247,167.00 or ACV <ul style="list-style-type: none"> <li>➤ Comprehensive &amp; Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost)</li> <li>➤ Policy Number</li> <li>➤ Policy Effective Date &amp; Policy Expiration Date</li> </ul> </li> </ul>
3. <b>DESCRIPTION OF EQUIPMENT:</b> (60) 2018 E-Z-GO TXT Gas Golf Cars together with all attachments and accessories thereto Or reference: "Leased Equipment on TCF Contract Number 008-0646832-102", if the description is too long
4. <b>TCF National Bank, its successors and assigns</b> needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com or fax to (866) 465-3149. Thank you!

Marisa Meyers

Senior Transaction Coordinator

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.

Insurance\_CertRequest\_Lease ver.09.03.14 352314 SL 3/21/2018 10:06 AM



# Delivery and Acceptance

"Lessee"
City of Greenville, NC, 4950 Old Pactolus Road, Greenville, NC 27834
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0646832-102 dated March 21, 2018 (the "Lease").

**This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

**IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER**

Acceptance Date: \_\_\_\_\_

Lessee: City of Greenville, NC

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.**



Amendment to Contract

Date: April 26, 2018
The "Contract": Lease Number 008-0646832-103 Dated March 21, 2018
"Lessee"
City of Greenville, NC, 4950 Old Pactolus Road, Greenville, NC 27834
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

- 5. GOVERNING LAW; VENUE OF LITIGATION:** is hereby amended to be deleted in its entirety and replaced with the following language:

**"THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF NORTH CAROLINA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN NORTH CAROLINA AND LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF."**

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF National Bank      By: \_\_\_\_\_      Operations - T.C.  
 Lessee: City of Greenville, NC      By: \_\_\_\_\_      Ann E. Wall, City Manager



**LEASE AGREEMENT  
(EQUIPMENT RENTAL)**

This "Lease": Lease Agreement Number 008-0646832-103 Dated March 21, 2018	
"Lessee"	
City of Greenville, NC, 4950 Old Pictolus Road, Greenville, NC 27834	
Fax:(252) 329-4062	E-mail:mgillespie@greenvillenc.gov
"Lessor"	
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax:319-833-4577	E-mail:customerservice@financediv.com

Number of Rental Payments	Rental Payments	Advances
48	\$679.13	First:\$0.00 Last:\$0.00 Total:\$0.00
<b>EQUIPMENT LOCATION &amp; DESCRIPTION:</b>		<b>MAXIMUM HOURS:</b>
4950 Old Pictolus Road, Greenville, NC 27834: (1) 2018 Cushman Hauler 1200 Gas Utility Vehicle with Beverage Insert; (1) 2018 Cushman Hauler 1200 Gas Utility Vehicle; (1) 2018 Cushman Refresher Oasis together with all attachments and accessories thereto		N/A

**TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING**

- RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest.
- EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
- DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN MINNESOTA AND LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.
- SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease (i) shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; and (ii) this Lease is made under Minn. Stat. Sec. 334.022.

7. **APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under Minnesota law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowling damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings;

All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.

18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity



and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):**

At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.

22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.

23. **GENERAL:** This Lease and any related documents may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding. If Lessor permit Lessee to deliver this Agreement or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. To the extent this Lease is "chattel paper," a security or ownership interest may only be created herein by transfer to or by Lessor of such signed counterpart. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies, VGM and Associates and its affiliates, and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about Lessee while processing account applications. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease.

**ADDITIONAL TERMS AND CONDITIONS**

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Lessor: TCF Equipment Finance, a division of TCF National Bank      By: \_\_\_\_\_      Operations - T.C.  
Lessee: City of Greenville, NC      By: \_\_\_\_\_      Ann E. Wall, City Manager

**THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR**



**CERTIFICATE OF INCUMBENCY  
LEASE NO. 008-0646832-103  
DATED AS OF March 21, 2018**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Greenville, NC (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

## Insurance Certificate Request

<b>To</b>	To Whom It May Concern	<b>From</b>	Marisa Meyers
<b>Company</b>		<b>Fax</b>	(866) 465-3149
<b>Fax</b>		<b>Phone</b>	(800) 215-4738 x
<b>Phone</b>		<b>Email</b>	mmeyers@financediv.com
<b>Subject</b>	<b>INSURANCE CERTIFICATE REQUEST</b>	<b>Date</b>	March 21, 2018

### Message:

Our mutual customer, City of Greenville, NC, is leasing equipment through TCF Equipment Finance, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. <b>INSURED:</b> City of Greenville, NC, 4950 Old Pactolus Road, Greenville, NC 27834
2. <b>COVERAGES:</b> <ul style="list-style-type: none"> <li>• Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> <li>➤ Policy Number</li> <li>➤ Policy Effective Date &amp; Policy Expiration Date</li> </ul> </li> <li>• Property Damage – Cost: \$33,656.00 or ACV <ul style="list-style-type: none"> <li>➤ Comprehensive &amp; Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost)</li> <li>➤ Policy Number</li> <li>➤ Policy Effective Date &amp; Policy Expiration Date</li> </ul> </li> </ul>
3. <b>DESCRIPTION OF EQUIPMENT:</b> (1) 2018 Cushman Hauler 1200 Gas Utility Vehicle with Beverage Insert; (1) 2018 Cushman Hauler 1200 Gas Utility Vehicle; (1) 2018 Cushman Refresher Oasis together with all attachments and accessories thereto Or reference: "Leased Equipment on TCF Contract Number 008-0646832-103", if the description is too long
4. <b>TCF National Bank, its successors and assigns</b> needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com or fax to (866) 465-3149. Thank you!

Marisa Meyers

Senior Transaction Coordinator

TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.

Insurance\_CertRequest\_Lease ver.09.03.14 352316 SL 3/21/2018 10:19 AM



**Invoice**

**Date of Invoice:** 03/21/2018  
**Application Number:** 352316  
**Contract Number:** 008-0646832-103

**To:** City of Greenville, NC  
4950 Old Pictolus Road  
Greenville, NC 27834

**Advance Payments/Security Deposit**

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
<b>Sub Total</b>				<b>\$0.00</b>

**Other Fees/Charges**

Fee Description	Amount
Documentation Fee	\$0.00
<b>Other Fees/Charges Sub Total</b>	
	<b>\$0.00</b>

**Invoice Total Due**

<b>Invoice Total Due</b>	<b>\$0.00</b>
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**Remit Payment with** 866-465-3149  
**Completed Documents to:** OR  
TCF Equipment Finance, a division of TCF  
National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926



# Delivery and Acceptance

“Lessee”
City of Greenville, NC, 4950 Old Pictolus Road, Greenville, NC 27834
“Lessor”
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0646832-103 dated March 21, 2018 (the "Lease").

**This Certificate relates to the Equipment (the “Equipment”) that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee’s right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

**IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER**

Acceptance Date: \_\_\_\_\_

Lessee: City of Greenville, NC

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.**



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Lease/Purchase Agreement for replacement of current golf course maintenance equipment fleet

**Explanation:** **Abstract:** Bradford Creek Public Golf Course's lease agreement for maintenance equipment expired April 2018, a few months after the start of Billy Casper Golf's contracted operation of this course. A new lease agreement is necessary for effective operation.

**Explanation:** As with any golf course operation, quality course conditions are the result of staff's ability to adhere to strict schedules of mowing, spraying, and other critical maintenance functions. Having functional, dependable equipment is essential for success in this area. Bradford Creek's maintenance fleet is past the typical replacement age, with some pieces dating back to 2007. Breakdowns and resulting "out-of-service" equipment are beginning to have a negative impact, and can result in specific maintenance functions being delayed.

This lease period is five years, with a clause that permits all of the equipment to be acquired at the end of the lease for \$1.00. The lease/purchase agreement contains a "non-appropriation clause" for governmental entities so the City can be released from the agreement if funds are not appropriated that would allow its continuance.

Leased equipment includes one bunker rake, five mowers (greens, fairway and rough) along with all attachments, tooling and accessories.

Although the City is under contract with Billy Casper Golf for the operation of the course, the lease/purchase agreement for the maintenance equipment must be in the name of the City. Structuring the agreement in this manner protects the City and ensures the ongoing operation of the course in the event that contract management with Billy Casper Golf is ever terminated in the future.

**Fiscal Note:** Cost of lease is \$3,848.97 per month with the option to purchase the fleet for \$1.00 at the end of the lease. Equipment pricing is based on North Carolina State Contract #515B through Smith Turf & Irrigation.

Funds are available in the approved FY 18-19 Expense Budget presented by Billy Casper for the management of Bradford Creek Golf Course.

**Recommendation:** Authorize the City Manager to approve and sign the attached lease agreement with PNC Equipment Finance for maintenance equipment described above for \$3,848.97 per month, for 60 months.

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ATTACHMENTS:

- ☐ **Maintenance Equipment Quote**
- ☐ **Lease/Purchase Agreement - Maintenance Equipment**

# SMITH TURF & IRRIGATION

## DISTRIBUTORS



Quoted To:  
**City of Greenville**  
**Bradford Creek Golf Course**

Quoted From:  
**Richmond Office Located at:**  
**2201 Dabney Road**  
**Richmond, VA 23230**  
**804-355-6404**

Territory Manager: **Dave Melton - (757) 408-6861**

Qty	Model	Description	MSRP	State Price
2	04510	Greenmaster 3300 TriFlex With:	\$62,758.00	\$49,076.76
6	04653	11 Blade DPA Edge Series Cutting Unit	\$16,494.00	\$12,898.32
2	04626	Narrow Spaced Wiehle Roller (Set of 3)	\$2,298.00	\$1,797.04
Greensmaster 3300 Total			\$81,550.00	\$63,772.12
1	03674	Reelmaster 5010-H With:	\$46,119.00	\$36,065.06
5	03641	11 Blade DPA Edge Series Cutting Unit	\$17,645.00	\$13,798.40
1	03629	Finish Kit	\$8,549.00	\$6,685.32
1	03408	Powered Rear Roller Brush (Set of 5)	\$3,429.00	\$2,681.48
1	30349	Universal Sunshade - White	\$689.00	\$538.80
Reelmaster 5010-H Total			\$76,431.00	\$59,769.06
1	30807	Groundsmaster 3500-D Sidewinder Rotary	\$40,239.00	\$31,466.90
1	30495	Groundsmaster 7200 With:	\$19,909.00	\$15,568.84
1	30481	72" Side Discharge Deck	\$3,879.00	\$3,033.38
2	110-6406	Semi-Pneumatic Front Wheel/Tire Assembly	\$383.30	\$299.74
Groundsmaster 7200 Total			\$24,171.30	\$18,901.96
1	08705	Sand Pro 5040 With:	\$20,869.00	\$16,319.56
1	08714	Manual Front Blade	\$1,629.00	\$1,273.88
1	08731	Mid-Mount Assembly	\$1,519.00	\$1,187.86
1	08734	Solid Tine Toolbar	\$1,019.00	\$796.86
1	08751	Tooth Rake	\$1,529.00	\$1,195.68
Sand Pro 5040 Total			\$26,565.00	\$20,773.84
<b>New Equipment Total</b>				<b>\$194,683.88</b>

Above new equipment pricing is based on North Carolina state contract # 515B.

1	TFS-09200	2013 Toro Pro Core 648		\$8,000.00
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Above PC648 is scheduled to be off lease from City of Greenville as of 6/1/18. Unit has less than 300 hours of use, is in excellent condition, and includes mini and standard tine heads. Quoted "As Is" without warranty. Will be owned at end of FMV term quoted below.



Qty	Model	Description	MSRP	State Price
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Equipment Total - Delivery 7/1/18    \$202,683.88

Estimated Monthly Payment for 60 Month \$1 Buy Out Contract    \$3,848.97

Prices and payments do not include sales tax. A \$250 Doc Fee is due in advance with first payment.  
 All transactions are subject to credit approval. Rates are subject to change without notice.

<b>Payment Terms:</b>	<b>PNC - 60 Month \$1 Buy Out</b>	<b>Sub Total</b> \$202,683.88
Prices And Payment Terms Shown Will Be Valid For Items Ordered By 6/28/18. After This Period, We Reserve The Right To Make Any Necessary Adjustments To Prices And/Or Payment Terms.		<b>Est. Sales Tax</b> <b>Total</b> \$202,683.88
<b>Quote Prepared By:</b>	<b>Dave Melton</b>	<b>Date:</b> 6/13/2018
<b>Quote Accepted By:</b>	_____	<b>Date:</b> _____



June 18, 2018

Lease Number 214016000

City of Greenville, North Carolina  
200 West Fifth St  
Greenville, NC 27834

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Purchase Agreement – Please have the Authorized Signor execute the documents and provide their title.  
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.  
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**  
Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- IRS Form 8038-G – Please sign, date and include the title of the signor
- Copy of Vendor Invoices – Vendor should send invoices directly to PNC with "Ship To" and "Bill To" in Lessee's name.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Invoice for advance payment – Please send your check in the amount of \$4,134.78, made payable to PNC Equipment Finance, LLC.
- Customer Information- Please fill out and return.
- Tax Notification- Please fill out and return.

Please return the documents to PNC Equipment Finance, LLC, Attn: Michelle Gibbs 995 Dalton Avenue, Cincinnati, OH 45203 in the postage paid envelope enclosed.

**PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.**

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by May 30, 2018.

If you have any questions please contact Michelle Gibbs at 513-455-7479.

Sincerely,

Tracy Sparks  
Commercial Transaction Coordinator

# Lease-Purchase Agreement

Dated as of June 18, 2018

Lease Number: 214016000

Lessor: PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME  
City of Greenville, North Carolina  
200 West Fifth St  
Greenville, NC 27834

FEDERAL TAX ID  
566000229

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 60 months, with Rent payments due in Advance  monthly;  quarterly;  semi-annual;  annually; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee's warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the

- Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
  8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
  9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
  10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
  11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
  12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
  13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
  14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
  15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
  16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
  17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary

- action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
  19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
  20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
  21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "as is, where is," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
  22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
  23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
  24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
  25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
- As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens

an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

- 27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 28. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than \$10,000,000 of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than \$10,000,000 of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.
- 29. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

City of Greenville, North Carolina  
("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

X  
Authorized Signature

X  
Authorized Signature

Print Name

Print Name

Title

Title

Date  
200 West Fifth St  
Greenville, NC 27834

995 Dalton Ave.  
Cincinnati OH 45203

**OPINION OF COUNSEL**

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of North Carolina.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Law firm: \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

Lease Number: 214016000

Quantity	Description	Serial No.
2	GM 3300 Triflex	
6	11 Blade DPA Edge Series Cutting Unit	
2	Narrow Spaced Wiehle Roller (Set of 3)	
1	Reelmaster 5010-H	
5	11 Blade DPA Edge Series Cutting Unit	
1	Finish Kit	
1	Powered Rear Roller Brush (set of 5)	
1	Universal Sunshade- White	
1	GM 3500 D Sidewinder Rotary	
1	GM 7200	
1	72" Side Discharge Deck	
2	Semi-Pneumatic Front Wheel /Tire Assembly	
1	Sand Pro 5040	
1	Manual Front Blade	
1	Mid Mount Assembly	
1	Solide Tine Toolbar	
1	Tooth Rake	
1	2013 Toro Pro Core 648	

Together with all attachments, tooling, accessories, appurtenances and additions thereto

Equipment Location: 4950 Old Pactolus Rd, Greenville, NC 27834

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of \_\_\_\_\_, 20\_\_ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

City of Greenville, North Carolina  
("Lessee")

**X** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

200 West Fifth St  
Greenville, NC 27834

## SCHEDULE OF PAYMENTS

Lease Number 214016000

Attached to and made a part of that certain Lease-Purchase Agreement dated as of June 18, 2018 by and between PNC Equipment Finance, LLC, as Lessor, and City of Greenville, North Carolina, as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination Amount*
1		\$3,848.97	\$209.97	\$3,639.00	\$205,016.23
2		\$3,848.97	\$895.99	\$2,952.98	\$201,974.66
3		\$3,848.97	\$882.69	\$2,966.28	\$198,919.39
4		\$3,848.97	\$869.34	\$2,979.63	\$195,850.37
5		\$3,848.97	\$855.93	\$2,993.04	\$192,767.54
6		\$3,848.97	\$842.46	\$3,006.51	\$189,670.83
7		\$3,848.97	\$828.92	\$3,020.05	\$186,560.18
8		\$3,848.97	\$815.33	\$3,033.64	\$183,435.53
9		\$3,848.97	\$801.67	\$3,047.30	\$180,296.81
10		\$3,848.97	\$787.95	\$3,061.02	\$177,143.96
11		\$3,848.97	\$774.18	\$3,074.79	\$173,976.93
12		\$3,848.97	\$760.33	\$3,088.64	\$170,795.63
13		\$3,848.97	\$746.43	\$3,102.54	\$167,600.01
14		\$3,848.97	\$732.47	\$3,116.50	\$164,390.02
15		\$3,848.97	\$718.44	\$3,130.53	\$161,165.57
16		\$3,848.97	\$704.34	\$3,144.63	\$157,926.60
17		\$3,848.97	\$690.19	\$3,158.78	\$154,673.06
18		\$3,848.97	\$675.97	\$3,173.00	\$151,404.87
19		\$3,848.97	\$661.69	\$3,187.28	\$148,121.97
20		\$3,848.97	\$647.34	\$3,201.63	\$144,824.29
21		\$3,848.97	\$632.93	\$3,216.04	\$141,511.77
22		\$3,848.97	\$618.45	\$3,230.52	\$138,184.34
23		\$3,848.97	\$603.91	\$3,245.06	\$134,841.92
24		\$3,848.97	\$589.30	\$3,259.67	\$131,484.46
25		\$3,848.97	\$574.63	\$3,274.34	\$128,111.89
26		\$3,848.97	\$559.89	\$3,289.08	\$124,724.14
27		\$3,848.97	\$545.08	\$3,303.89	\$121,321.14
28		\$3,848.97	\$530.21	\$3,318.76	\$117,902.81
29		\$3,848.97	\$515.27	\$3,333.70	\$114,469.10
30		\$3,848.97	\$500.27	\$3,348.70	\$111,019.94



31		\$3,848.97	\$485.19	\$3,363.78	\$107,555.25
32		\$3,848.97	\$470.05	\$3,378.92	\$104,074.96
33		\$3,848.97	\$454.84	\$3,394.13	\$100,579.01
34		\$3,848.97	\$439.56	\$3,409.41	\$97,067.31
35		\$3,848.97	\$424.21	\$3,424.76	\$93,539.81
36		\$3,848.97	\$408.80	\$3,440.17	\$89,996.44
37		\$3,848.97	\$393.31	\$3,455.66	\$86,437.11
38		\$3,848.97	\$377.76	\$3,471.21	\$82,861.76
39		\$3,848.97	\$362.13	\$3,486.84	\$79,270.31
40		\$3,848.97	\$346.44	\$3,502.53	\$75,662.71
41		\$3,848.97	\$330.67	\$3,518.30	\$72,038.86
42		\$3,848.97	\$314.83	\$3,534.14	\$68,398.70
43		\$3,848.97	\$298.92	\$3,550.05	\$64,742.14
44		\$3,848.97	\$282.94	\$3,566.03	\$61,069.13
45		\$3,848.97	\$266.89	\$3,582.08	\$57,379.59
46		\$3,848.97	\$250.77	\$3,598.20	\$53,673.44
47		\$3,848.97	\$234.57	\$3,614.40	\$49,950.61
48		\$3,848.97	\$218.30	\$3,630.67	\$46,211.02
49		\$3,848.97	\$201.96	\$3,647.01	\$42,454.60
50		\$3,848.97	\$185.54	\$3,663.43	\$38,681.27
51		\$3,848.97	\$169.05	\$3,679.92	\$34,890.95
52		\$3,848.97	\$152.48	\$3,696.49	\$31,083.57
53		\$3,848.97	\$135.85	\$3,713.12	\$27,259.05
54		\$3,848.97	\$119.13	\$3,729.84	\$23,417.32
55		\$3,848.97	\$102.34	\$3,746.63	\$19,558.29
56		\$3,848.97	\$85.48	\$3,763.49	\$15,681.89
57		\$3,848.97	\$68.53	\$3,780.44	\$11,788.04
58		\$3,848.97	\$51.52	\$3,797.45	\$7,876.67
59		\$3,848.97	\$34.42	\$3,814.55	\$3,947.68
60		\$3,848.97	\$17.25	\$3,831.72	\$1.01

\*As provided in Section 21 of the Lease-Purchase Agreement.

City of Greenville, North Carolina  
("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

**X**  
\_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

\_\_\_\_\_  
Title

995 Dalton Ave.  
Cincinnati, OH 45203

200 West Fifth St  
Greenville, NC 27834



995 Dalton Avenue  
Cincinnati, Ohio 45203 • Telephone (513) 421-9191

Please Retain for Future Reference

Page No. 1

INVOICE #214016000

Customer #1153815

INVOICE DATE  
4/30/2018

DUE DATE  
Upon Receipt

Bill To:

City of Greenville, North Carolina  
200 West Fifth St  
Greenville, NC 27834

Remit To:

PNC Equipment Finance, LLC  
Attn: Lease Servicing/Set-Up Processing  
995 Dalton Avenue  
Cincinnati, OH 45203

## INVOICE

Lease No. 214016000

<u>Initial Charges:</u>	
Monthly Rent - 1 <sup>st</sup> Month	\$3,848.97
Sales Tax - Please Provide Exemption Certificate	Exempt
<u>Initiation Fees:</u>	
Documentation Fee	\$250.00
<b>PAY THIS AMOUNT</b>	<b>\$4,098.97</b>

June 18, 2018

**City of Greenville, North Carolina**  
**200 West Fifth St**  
**Greenville, NC 27834**

RE: Insurance Coverage Requirements for Equipment Financing Transaction between PNC Equipment Finance, LLC and City of Greenville, North Carolina

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
2	GM 3300 Triflex	
6	11 Blade DPA Edge Series Cutting Unit	
2	Narrow Spaced Wiehle Roller (Set of 3)	
1	Reelmaster 5010-H	
5	11 Blade DPA Edge Series Cutting Unit	
1	Finish Kit	
1	Powered Rear Roller Brush (set of 5)	
1	Universal Sunshade- White	
1	GM 3500 D Sidewinder Rotary	
1	GM 7200	
1	72" Side Discharge Deck	
2	Semi-Pneumatic Front Wheel /Tire Assembly	
1	Sand Pro 5040	
1	Manual Front Blade	
1	Mid Mount Assembly	
1	Solide Tine Toolbar	
1	Tooth Rake	
1	2013 Toro Pro Core 648	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or \$202,683.88.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.
6. All additional insurance requirements as specified below:

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee  
Attn: Insurance Department  
995 Dalton Avenue  
Cincinnati, OH 45203

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203  
Tracy.sparks@pnc.com

**Lease #214016000**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

**Lessee Information**

Full Business Legal Name: City of Greenville, North Carolina		Federal Tax ID Number: 566000229	
Invoices should be directed to:		Attention:	
Address	City:	State:	Zip:

**Preferred Method of Payment: (Please check)**

<input type="checkbox"/> Monthly Invoice (Mail)			
Invoices should be directed to:		Attention:	
Address	City:		
<input type="checkbox"/> Monthly Invoice (Email)		Email:	
Billing Contact:			

**Contact Information**

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
Email:	



# Notification of Tax Treatment

**PNC Equipment Finance, LLC** a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

**Please indicate below if your lease is subject to tax or whether a valid exemption exists.**

### Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits
- Outside city limits
- Unincorporated area

### Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State \_\_\_\_\_  
Taxing District \_\_\_\_\_

Additional comments:

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**Lease Number 214016000**

**Lessee: City of Greenville, North Carolina**

Signature: X

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE COMPLETE AND SIGN FORM**

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Greenville, North Carolina		2 Issuer's employer identification number (EIN) 566000229
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 200 West Fifth St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Greenville, NC 27834		7 Date of issue
8 Name of issue Lease Number 214016000		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶ Turf Equipment	18	200,540	34
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 200,540.34	\$	5 years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	200,540	34
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	200,540	34

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool obligation ▶ _____			
<b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input checked="" type="checkbox"/>			
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>			
<b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>			
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>			
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>			
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		





# City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

**Title of Item:** Contract award to Street Level Media, LLC for bus advertising services

**Explanation:** **Abstract:** City staff would like to contract with Street Level Media, LLC to administer advertising services for transit buses, bus shelters, and sponsorship signs.

**Explanation:** Transit advertising has become a sustainable revenue source for transportation systems. Transit systems contract with third party administrators like Street Level Media, LLC to administer their advertising programs. Advertising services include actively seeking advertisers and executing sales agreements for advertising space on the GREAT bus and bus shelters. The advertising company will be responsible for the creation, installation, maintenance and removal of all advertisements. Street Level Media, LLC will be responsible for marketing the advertising opportunities with the city transit system.

**Fiscal Note:** Clients will pay Street Level Media directly for monthly space rental charges. Street Level Media will pay the City of Greenville in accordance with the schedule below:

Main Bus Exterior:	50%
Main Bus Interior:	50%
Bus Shelters:	50%
Sponsorship Signs:	50%

Street Level Media will pay the City of Greenville a minimum annual revenue as set below:

Year One	\$12,525
Year Two	\$16,500
Year Three	\$18,600
Year Four	<u>\$19,800</u>
<b>TOTAL</b>	<b>\$67,425</b>

**Recommendation:** City Council award a contract to Street Level Media, LLC for Transit and other City advertising services.

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**ATTACHMENTS:**

- ▣ **Bus Advertising Contract**

**THIS CONTRACT FOR BUS ADVERTISING** (referred to herein as the “Contract”) is entered into this \_\_\_\_\_, by and between the CITY OF GREENVILLE (hereafter referred to as “CITY”), a body corporate and politic of the State of North Carolina, with principal business offices at 1500 Beatty Street Street, Greenville, North Carolina 27834, and STREETLEVEL MEDIA, LLC (hereafter referred to as “STREETLEVEL MEDIA”), a professional business specializing in direct advertising, located at 219 Williams Street, Fayetteville, North Carolina 28301.

**WITNESSETH:**

**WHEREAS**, the CITY, through its Greenville Area Transit (GREAT), desires to sell commercial advertising on its GREAT buses and recreation and parks department; and

**WHEREAS**, STREETLEVEL MEDIA submitted a proposal in response to the Request for Proposals (RFP) for Transit Advertising for GREAT, outlining possible ad placement and revenue projections for advertising on vehicles; and

**WHEREAS**, STREETLEVEL MEDIA is a professional business engaged in obtaining direct advertising of the nature required by the CITY; and

**WHEREAS**, STREETLEVEL MEDIA employs trained and experienced employees who possess the adequate knowledge, skill, and experience to perform the services requested; and

**WHEREAS**, the CITY desires to engage STREETLEVEL MEDIA to provide the requested services needed; and

**WHEREAS**, the CITY and STREETLEVEL MEDIA desire to memorialize the terms and conditions of the services to be provided as set forth in this Contract.

**NOW, THEREFORE, IN CONSIDERATION** of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

**SECTION 1  
BASIC SERVICES**

1. Scope of Services.
  - a. STREETLEVEL MEDIA is hereby authorized to sell advertising on CITY Transit vehicles, Bus Shelters and on Sponsor signs.

- b. STREETLEVEL MEDIA will seek maximum revenue by utilizing long-term contracts, discounts for multiple vehicle advertising, and other generally accepted advertising industry practices for transit vehicle advertising.
- c. Proofs for all advertising must be authorized by the CITY prior to placement of any advertising.
- 2. All advertising must comply with the CITY's adopted Transit Advertising Policy attached hereto as Appendix A.
- 3. Professional Responsibility and Standard of Care.
  - a. By execution of this Contract, STREETLEVEL MEDIA warrants that:
    - (1) It is an experienced marketing company having the ability and skill necessary to perform all the services required of it under this Contract in connection with bus advertising;
    - (2) It has the capabilities and resources necessary to perform its obligations hereunder; and
    - (3) It is familiar with all laws, rules, and regulations which are applicable to bus advertising (such laws, rules, and regulations including, but not limited to, all local ordinances; CITY policies and procedures; county, state, and federal laws and regulations which may be applicable to the project; and all orders and interpretations by governing public authorities of such ordinances), requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the project.
  - b. STREETLEVEL MEDIA will meet with the CITY, staff at least quarterly to ensure compliance with the terms and conditions set forth herein
- 4. Advertisement Guidelines.
  - a. Advertisements shall conform to recognized business standards and shall not conflict with federal, state, or local laws and/or ordinances.
  - b. All advertising shall be displayed so as to ensure they are neat in appearance.
  - c. All advertising which is torn, cracked, faded, stained or otherwise unsightly in appearance shall be promptly replaced or removed at the expense of STREETLEVEL MEDIA.
  - d. All dated advertising shall be removed no later than seven days following the final date of an advertised event or offer.

- e. The CITY is not responsible for the deterioration of signs due to weather, routine bus washing, maintenance, and/or any accidents which may occur.
- f. Under no circumstances will an original advertisement be allowed to be in place for a period longer than 24 months -- without written expressed consent of the CITY.
- g. Ads are not allowed to be reused.
- h. Damage to CITY vehicles from removed advertising is the responsibility of STREETLEVEL MEDIA.

**SECTION 2  
REVENUES, COST OF ADVERTISING, AND PAYMENT TERMS**

I. Advertisement Rates.

- a. Rate charges for advertising are identified in the proposed rate card submitted by STREETLEVEL MEDIA with its proposal attached hereto as Appendix B.
- b. Any change or exception to the approved rate card must be approved by the CITY.
- c. Rate charges are to be reviewed by the CITY on an annual basis.

2. STREETLEVEL MEDIA is responsible for all advertising production costs, installation, removal, repair of vehicle damage resulting from advertising, travel related to advertising installation, marketing, promotion, internet and telephone costs and any other costs that may result from the selling, promotion and installation of advertising.

3. Clients will pay STREETLEVEL MEDIA directly for monthly space rental charges. STREETLEVEL MEDIA will pay the CITY in accordance with the schedule set forth below:

Main Bus Exterior	50%
Main Bus Interior	50%
Bus Shelters	50%
Sponsorship Sign	50%

4. STREETLEVEL MEDIA will pay the CITY a minimum monthly revenue as set forth in Appendix C.

5. Payments will be remitted by STREETLEVEL MEDIA to the CITY no less than once monthly if there is receipt of payment from any advertising organization during a 30-day period. Should a client default on payments the signs will be removed.

6. An audit of all transit advertising monies received by STREETLEVEL MEDIA will be provided upon request by the CITY.

### **SECTION 3 TERMINATION**

1. In the event that review of STREETLEVEL MEDIA's performance shows nonconformance to the work required by this Contract, the Scope of Services or other terms or conditions contained herein as a result of STREETLEVEL MEDIA's acts or failure to act, including negligent errors, omissions or acts, STREETLEVEL MEDIA shall be in breach of this Contract and the CITY may take corrective action as it deems necessary including, but not limited to, termination.

2. The CITY shall also have the right to suspend this Contract upon written notice to STREETLEVEL MEDIA. Such written notice shall state the reasons for suspension and allow for a review period of ten days during which STREETLEVEL MEDIA shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY, STREETLEVEL MEDIA remains in violation of this Contract at the completion of the ten-day suspension period, the CITY shall have the right to terminate this Contract whereupon all obligations of the CITY to STREETLEVEL MEDIA shall cease.

3. This Contract may be terminated without cause by the CITY in whole, or from time to time in part, whenever the CITY shall determine that such termination is in the best interest of the CITY. Any such termination shall be effected by delivery to STREETLEVEL MEDIA of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination shall become effective which date shall be not less than 15 days after the date of said notice.

4. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against STREETLEVEL MEDIA including claims for damages.

5. Should the CITY terminate this Contract as provided for under this Section, STREETLEVEL MEDIA shall have 60 days to remove all advertising from CITY vehicles. CITY will reimburse STREETLEVEL MEDIA or its advertising clients any prepayments for advertising upon removal of advertising from CITY vehicles. Prepayment will include only prepayment amounts and will be calculated from the date advertising is removed from CITY vehicle(s).

6. CITY grants to STREETLEVEL MEDIA during the term of this Contract and thereafter a nonexclusive license to use the GREAT name and logo in STREETLEVEL MEDIA's marketing materials such as press releases, case study briefs/project summaries, and STREETLEVEL MEDIA website or brochures. License shall remain in effect unless and until CITY shall terminate and revoke the same by giving STREETLEVEL MEDIA 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated. This license shall be perpetual and irrevocable for such use on all materials distributed and/or printed but not yet distributed prior to termination and revocation of said license.

**SECTION 4  
PERIOD OF SERVICE**

1. This Contract will become effective on the date specified in this Contract or the date adopted by the CITY, whichever shall come last.
2. This Contract will be in effect for a term of 24 consecutive months from the date specified in paragraph 1 of this Section.
3. This Contract can be renewed a maximum of two times for a period 12 months each.

**SECTION 5  
CITY'S RESPONSIBILITIES**

1. The CITY will ensure that vehicles with advertising remain in service the maximum amount of time feasible. This Contract in no way implies or ensures that vehicles with advertising will be in service for a prescribed amount of time.
2. The CITY will allow STREETLEVEL MEDIA reasonable access to the vehicles for installation of advertising. Access will be at a time of day so that installation or de-installation of the vinyl panels can take place. If possible, access to a garage area where light, wind, and temperature conditions can be controlled will be made available.
3. The CITY will maintain the exterior of vehicles with advertising with the same degree of care given to the entire fleet. Advertisements will be kept free from dirt that may distort the advertising in accordance with the normal procedure for exterior vehicle cleanliness.
4. The CITY will not be responsible for damage to any advertisement that results from road hazards or abnormalities.
5. Damage to vehicle advertising from accidents will be borne by the party which has been determined liable for the damage. If liability for damage to advertising cannot be determined, the CITY will bear no responsibility for repair or replacement of the advertisement.
6. The CITY will provide STREETLEVEL MEDIA a list of vehicles eligible for advertising with the following information: vehicle number; year of manufacture, and any other requested information that the CITY typically has available.
7. The CITY agrees to publish the availability of advertising on its website (<https://www.greenvillenc.gov/>) the contact information for STREETLEVEL MEDIA.
8. The CITY agrees to refer all inquiries for vehicle advertising to STREETLEVEL MEDIA. The CITY agrees to provide any useful data that helps the rental effort (e.g., miles traveled, average passenger count, and average number of daily stops, special routes traveled, etc.).

9. The CITY will provide an updated list of vehicles which are due to be taken out of service or are out of service for longer than five days due to repairs or accident damage.

## SECTION 6 NOTICES

Any notice required by this Contract or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Section.

To CITY:

City of Greenville  
Greenville Area Transit  
1500 Beatty Street  
Greenville, NC 27834  
Attn: Lamont Jackson, Transit Manager  
Telephone: (252) 329-4047  
Fax: (252) 329-4535  
Email: [lmjackson@greenvillenc.gov](mailto:lmjackson@greenvillenc.gov)

To STREETLEVEL MEDIA:

Streetlevel Media, LLC  
219 Williams Street  
Fayetteville, NC 28301  
Attn: Weyher Dawson, Jr.  
Telephone: (910) 323-9306  
Email: [wdawson@streetlevelmedia.com](mailto:wdawson@streetlevelmedia.com)

## SECTION 7 INSURANCE

1. The amount of insurance to be provided for all coverage listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from STREETLEVEL MEDIA's performance of professional services under this contract. STREETLEVEL MEDIA shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

2. STREETLEVEL MEDIA shall maintain during the life of this Contract WORKERS' COMPENSATION and shall provide EMPLOYER'S LIABILITY INSURANCE covering all of STREETLEVEL MEDIA's employees to be engaged in the work under this Contract, providing the required statutory benefits under North Carolina Workers Compensation Law and Employers Liability Insurance providing limits at least in the amount of \$500,000.00/\$500,000.00/\$500,000.00 applicable to claims due to bodily injury by accident or disease. Whenever work under this Contract includes exposure to claims under the U. S.



Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

3. STREETLEVEL MEDIA shall take out and maintain during the life of this Contract COMMERCIAL GENERAL LIABILITY INSURANCE. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The CITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.00, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

4. STREETLEVEL MEDIA shall take out and maintain during the life of this Contract COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE The in amounts not less than

Bodily Injury	)	\$1 Million Single Limit
	)	each accident
Property Damage	)	\$2 Million Aggregate (Bodily Injury)

Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles.

5. STREETLEVEL MEDIA shall furnish the schedule of insurance carried under this Contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six counterparts and when the Contract is signed by STREETLEVEL MEDIA, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least 20 days prior to any cancellation or non-renewal of this coverage.

## SECTION 8 INDEMNIFICATION

To the fullest extent permitted by law, STREETLEVEL MEDIA shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by STREETLEVEL MEDIA's breach of contract or the negligent performance or nonperformance by STREETLEVEL MEDIA (or by any person acting for STREETLEVEL MEDIA or for whom STREETLEVEL MEDIA is responsible). STREETLEVEL MEDIA expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by STREETLEVEL MEDIA, shall in no way limit STREETLEVEL MEDIA's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to

apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 228-1.

## **SECTION 9 GENERAL TERMS**

1. Personnel. It is mutually agreed that STREETLEVEL MEDIA is an independent contractor and not an employee of the CITY, and as such STREETLEVEL MEDIA shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workers' compensation, or pension and retirement benefits.

2. Conflict of Interest. No paid employee, appointed or elected official, of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

3. Non-Waiver of Rights. It is agreed that the CITY's failure to insist upon the strict performance of any provision of this Contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

4. Assignment of Contract. It is mutually agreed by the parties hereto that this Contract is not transferable by either party without the written consent of the other party to this Contract.

5. Entire Contract. This Contract constitutes the entire understanding of the parties.

6. Binding Effect. This Contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, and consultants of the parties.

7. Continuing Obligation. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Contract.

8. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the Contract.

9. Interpretation. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

10. Other Laws and Regulations. STREETLEVEL MEDIA will strive to comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. STREETLEVEL MEDIA will

take all reasonably necessary proper or required safety, preventive and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Environmental and Natural Resources, the United States Environmental Protection Agency, the North Carolina Division of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

11. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

12. Non-Discrimination. STREETLEVEL MEDIA will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this Contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, STREETLEVEL MEDIA will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964, (P .L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this Contract and may result, at CITY's option, in a termination or suspension of this Contract in whole or in part.

13. Successors and Assigns. The CITY and STREETLEVEL MEDIA bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, Contracts and obligations contained in this Contract. STREETLEVEL MEDIA shall not assign this Contract without prior written consent of the CITY and any surety to this Contract.

14. Miscellaneous. This Contract shall be governed by the laws of the state of North Carolina. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Pitt County, North Carolina. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire Contract between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein. This contract may be signed in counterparts.

15. E-VERIFY- STREETLEVEL MEDIA hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. STREETLEVEL MEDIA further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). STREETLEVEL MEDIA hereby pledges, attests and

warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by STREETLEVEL MEDIA shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

16. Severability. The invalidity, illegality, or un-enforceability of any portion or provision of this Contract shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Contract. Any invalid, illegal or unenforceable provision of this Contract shall be deemed severed from this Contract, and the balance of the Contract shall be construed and enforced the same as if the Contract had not contained any portion or provision which was invalid, illegal or unenforceable. Provided, however, this section 15 shall not prevent this entire Contract from being void in the event any portion or provision of this Contract which is of the essence of this Contract shall be deemed void as provided by law or as determined by a court of competent jurisdiction.

17. Incorporation by Reference. CITY's Request for Proposals (release date March 2015), including all related appendices, and STREETLEVEL MEDIA'S proposal response in its entirety dated April 9, 2015, are made a part hereof as if the same were fully set forth. If any discrepancies arise between this Contract, CITY's Request for Proposals and SREETLEVEL MEDIA's proposal, STREETLEVEL MEDIA agrees to abide by first, any specific terms in this Contract and, second, CITY's Request for Proposals. This Contract may be governed by the North Carolina Public Procurement Act and the City of Greenville/Greenville Area Transit Procurement Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.

**IN WITNESS WHEREOF**, the CITY and STREETLEVEL MEDIA have each executed this Contract in duplicate originals, one of which shall be retained by each of the parties.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF GREENVILLE

By: \_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

STREETLEVEL MEDIA, LLC

By: \_\_\_\_\_  
Weyher Dawson, Jr.  
Owner/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 030 05 55 68 000 000 521500

Project Code (if applicable) \_\_\_\_\_

# APPENDIX A

**City of Greenville  
Transit Advertising Policy**

Office of Economic Development  
Policies & Procedures

Title

Document Code No.

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**ADVERTISING POLICY**

Department/Issuing Agency

Date

Office of Economic Development

October 10, 2016

Approved

Barbara Lipscomb, City Manager

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**1.0 SUBJECT TITLE: City of Greenville, Public Works Department**

1.1 EFFECTIVE DATE: October 10, 2016

1.2 TYPE OF ACTION: Creating an Advertising Policy for Transit

1.3 KEY WORDS: (1) Transit (2) Advertising

**2.0 PURPOSE**

2.1 City of Greenville Transit System. The City of Greenville Public Works Department operates a bus system that includes bus routes throughout the city. The transit system is a vital component of the broad spectrum of public services from the City. The City's transit advertising program is intended to generate revenue to support the transit system.

2.2 Advertising as Revenue Source. The City's transit operations are funded by a combination of federal, State, and local funds. Advertising revenues are an important additional source of revenue that supports transit operations. The City's fundamental purpose in accepting transit advertising is to generate revenue to reduce the subsidy the City of Greenville provides for bus transportation and transit operations.

The primary purpose of the City's transit system is to provide safe and efficient public transportation within its service area. Consistent with this purpose, the City places great importance on maintaining secure, safe, comfortable, and convenient Transit Facilities and Transit Vehicles in order to, among other things consistent with the provision of effective and reliable public transportation, retain existing riders and attract new users of public transit services. To generate additional revenue while also accomplishing the primary objectives of transit operations, the

City will accept advertising on its Transit Facilities and Transit Vehicles only if such advertising complies with the Advertising Policy.

In order to realize the maximum benefit from the sale of advertising space and generate revenue, the paid transit advertising will be managed in a manner that generates as much revenue as practicable, while ensuring the advertising does not discourage the use of the transit system, does not diminish the City's reputation or image in the communities it services, does not diminish the goodwill of its patrons and is consistent with the City's mission and vision to provide safe and effective public transportation.

- 2.3 Non Public Forum Status. The City's acceptance of transit advertising does not provide or create a general public forum or a limited public forum for purposes of communication. In keeping with its proprietary function as a provider of public transportation, and consistent with the City's mission, the City does not intend its acceptance of transit advertising to convert its Transit Vehicles or Transit Facilities into open public forums for public discourse and debate. Rather, the City's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support transit operations. In furtherance of that objective, the City retains strict control over the nature of the advertisements accepted for posting on or in its Transit Vehicles and Transit Facilities.
- 2.4 Application of Policy. This Transit Advertising Policy applies to the posting of all advertisements on Transit Facilities and Transit Vehicles
- 2.5 Disclaimer of Endorsement. The City's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein, or of the advertisement sponsor itself.

### 3.0 POLICIES:

- 3.1 Permitted Advertising Content: Advertising authorized on or in Transit Facilities and Transit Vehicles shall not include any Prohibited Advertising Content as described in section 3.2 and shall either (a) promote City of Greenville programs, products, services, or initiatives or (b) be commercial in nature and purpose.

Commercial advertising is defined as advertising the sole purpose of which is to sell or rent real estate or personal property for profit, or to sell services for profit. Commercial advertising does not include advertising that both offers to sell property or services and/or conveys information about matters of general interest, political issues, religious, moral, environmental matters or issues, other public



matters or issues, or expresses, advocates opinions or positions upon any of the foregoing.

3.2 Prohibited Advertising Content: Advertising is prohibited on or in Transit Facilities and Transit Vehicles if it includes any of the following content:

3.2.1 Political Campaign Speech. Advertising that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.

3.2.2 Prohibited Products, Services or Activities. Advertising that (i) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (ii) uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities:

- a. Tobacco or smoking products, including but not limited to cigars, cigarettes, pipe tobacco, chewing tobacco, and other smoking or tobacco related products.
- b. Products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene, and counseling with regard to pregnancy, abortion, or other reproductive or sexual matters.
- c. Products, services or entertainment directed to sexual stimulation.
- d. Alcohol products such as beer, wine, distilled spirits or any licensed alcoholic beverage.
- e. Any type of gambling products or services with a concept of wagering money and/or items of material value with an uncertain outcome, and with the primary intent of winning additional money and/or material goods.

3.2.3 Predatory. Advertising that promotes predatory lending or any activity or product which is predatory in nature.

3.2.4 False or Misleading. Advertising that is or that should reasonably have been known to be false, fraudulent, misleading, deceptive, or would constitute a tort of defamation or invasion of privacy.

3.2.5 Copyright, Trademark or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.

- 3.2.6 Illegal Activity. Any advertising that promotes any activity or product that is illegal under federal, state or local law.
- 3.2.7 Profanity and Violence. Advertising that contains any profane language, or portrays images of descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
- 3.2.8 Demeaning or Disparaging. Advertising that contains material that demeans or disparages an individual, group of individuals or entity
- 3.2.9 Harmful or Disruptive to Transit System. Advertising that contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the transportation system.
- 3.2.10 Lights, Noise and Special Effects. Advertising that contains flashing lights, sound makers, mirrors or other special effects that interfere with the safe operation of the bus or the safety of bus riders, drivers of other vehicles or the public at large.
- 3.2.11 Unsafe Behavior. Advertising that encourages or depicts unsafe behavior.

3.3 Additional Requirements:

- 3.3.1 Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to clearly and visibly identify the sponsor:

Paid for by \_\_\_\_\_

- 3.3.2 Advertisers will be required to agree to indemnify the City of Greenville, Public Works Department, their officers, and their employees, against any action brought in connection with the content of advertisements.
- 3.4 Approval Process for Potential Prohibited Advertising Content. Any advertising that is or may be considered to be Prohibited Advertising Content as described in section 3.2 must be presented to the Public Works Department for a determination as to whether it is Prohibited Advertising

Content as described in section 3.2. If it is determined to be Prohibited Advertising Content as described in section 3.2, it shall be rejected and the advertisement shall not be applied to any Transit Facility or Transit Vehicle. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, the Director of the Public Works Department or designee shall consult with the City Attorney's Office. The Director of Public Works or designee, on the basis of such consultation, shall make the final determination whether the proposed advertising will be accepted or rejected.

# APPENDIX B



## GREAT Transit Rates

Rates Reflected are "per month"

Giant Format Products		Description	3 Months	6 Months	12 Months
	Full Wrap		\$2,000.00	\$1,700.00	\$1,500.00
	Half Wrap	*This product includes driver side, passenger side, and back of bus areas.*	\$1,250.00	\$1,050.00	\$950.00
	King Kong	*This product consists of one advertisement on the drivers' side of the bus*	\$600.00	\$550.00	\$500.00
	Super Queen	*This product consists of one advertisement on the passengers' side of the bus*	\$500.00	\$450.00	\$375.00
	Full Tail		\$375.00	\$325.00	\$325.00

Traditional Premium		Quantity	1 Month	3 Months	6 Months	12 Months
	King	One	\$395.00	\$380.00	\$360.00	\$340.00
		Five +	\$345.00	\$333.00	\$310.00	\$290.00
		Ten +	\$310.00	\$295.00	\$285.00	\$275.00
	Queen	One	\$345.00	\$335.00	\$320.00	\$305.00
		Five +	\$295.00	\$285.00	\$270.00	\$255.00
		Ten +	\$260.00	\$250.00	\$235.00	\$220.00
	Tail	One	\$335.00	\$285.00	\$265.00	\$260.00
		Five +	\$265.00	\$255.00	\$245.00	\$240.00
		Ten +	\$245.00	\$240.00	\$235.00	\$230.00

**Interior Products**

Quantity 1 Month



10+ \$25.00

*\*Required minimum purchase of 10 placards\**

Traditional placard size is 11" High by 17" Wide

Additional placard size is 11" High by 28" Wide

**Printing, Installation, Removal Rates (One Time Cost Per Product)**

*Prices for Artwork, Layout, Production, Installation, and Removal are not included in the above.*

Full Wrap	\$5,300.00
Half Wrap	\$1,700.00
King Kong	\$575.00
Super Queen	\$425.00
Full Tail	\$350.00
King	\$275.00
Queen	\$250.00
Tail	\$225.00
Interior Placard	\$15.00

**Corporate Office**

Streetlevel Media

221 Williams Street

Fayetteville, N.C. 28301

910-323-9306

[info@streetlevelmedia.com](mailto:info@streetlevelmedia.com)

[www.streetlevelmedia.com](http://www.streetlevelmedia.com)





**GREAT Bus Shelters, Park Benches, Sponsorships**

Rates Reflected are "per month/per ad"

**BUS SHELTERS** **Quantity**      **Monthly Rate**

Bus Shelters



Three +	\$150.00
Ten +	\$125.00
Fifteen +	\$100.00

**Printing, Installation, Removal Rates (One Time Cost Per Product)**

Bus Shelter Displays	\$30	<b>Corporate Office</b> Streetlevel Media 221 Williams Street Fayetteville, N.C. 28301 910-323-9306 <a href="mailto:info@streetlevelmedia.com">info@streetlevelmedia.com</a> <a href="http://www.streetlevelmedia.com">www.streetlevelmedia.com</a>
Sponsorship Signs	<i>TBD</i>	

# APPENDIX C



**Greenville Area Transit (GREAT) Minimum Guarantee**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
Year One			\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,375.00	\$1,375.00	\$1,375.00	\$12,525.00
Year Two	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$16,500.00
Year Three	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$18,600.00
Year Four	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$19,800.00
Year Five	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$19,800.00
<b>Total Guarantee</b>													<b>\$87,225.00</b>



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Naming of the new park on Stantonsburg Road near Gretna Drive and the Westpointe Village neighborhood

**Explanation:** **Abstract:** The Greenville Recreation and Parks Department is seeking an official name for the new park being developed on Stantonsburg Road near the Westpointe Village neighborhood.

**Explanation:** Greenville Recreation and Parks would like to name the six-acre park in the Westpointe Village development and is proposing either "Westpointe Park" or "Pine Ridge Park."

The acreage encompassing this developing park is situated within the Westpointe Village neighborhood. It is accessible to neighborhood residents from Gretna Drive. In the future it will mainly be accessed from Stantonsburg Road, though neighborhood residents will still be able to access it on foot or bicycle from Gretna Drive.

Section 3.E of the City's Policy and Guidelines for Naming or Renaming City of Greenville Parks, Recreation Facilities, and Geographic Features Within Parks states that priority in the naming of parks shall be given to geographical locations, historic significance, or geological features.

The "Westpointe Park" option relates to the geographical location. The "Pine Ridge" option relates to a geological feature, as there is a stand of pines nearby.

Phase I of the park should be completed by August 2018 and includes a walking trail, three play components, a restroom facility, and open space for informal play. Funding for Phase II has been requested as part of the 2018-19 Capital Improvement Plan (CIP) budget.

At the June 13, 2018 Recreation and Parks Commission meeting, following a public hearing and input from a Westpointe area resident, Commission members voted to recommend that City Council approve naming the park either "Westpointe Park" or "Pine Ridge Park."

**Fiscal Note:** Minor expenses will be incurred for signage. Funds are available in the Recreation and Parks Department's CIP budget to address signage expenses.

**Recommendation:** City Council hold a public hearing and approve naming the park in the Westpointe Village development "Westpointe Park" or "Pine Ridge Park."

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## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Parking Lot Lease with Evans Street Properties, LLC at East Second Street and Cotanche Street

**Explanation:** **Abstract:** The City owns property, a parking lot at parcel # 23596 ("Subject Property") which is adjacent to the parcel where the U.S. Courthouse (201 Evans Street) is located. Since 1996, the City has leased the parking lot to Evans Street Properties, LLC. ("Tenant"). The Tenant then subleases all or a portion of the parking lot to General Services Administration of the U.S. Government ("GSA").

**Explanation:** The General Services Administration solicited proposals for an expansion of the existing U.S. Courthouse in Greenville in the mid-1990s. The City owns the Subject Property which is adjacent to the parcel where the U.S. Courthouse was seeking expansion.

The Tenant acquired the site where the U.S. Courthouse was built. Pursuant to North Carolina Gen. Stat. § 160A-458.3, the City leased the Subject Property to the Tenant for the appraised value so that the U.S. Courthouse personnel would have ample parking and assist in promoting downtown revitalization in Greenville. The lease was entered on October 18, 1996 ("1996 Lease") and expires on December 31, 2023.

The Tenant desires to lease the Subject Property for a 10 year period commencing this year. The 1996 Lease would have to be terminated to authorize the new lease. The City published a notice in the Daily Reflector regarding this request as required by N.C. Gen. Stat. § 160A-272.

**Fiscal Note:** \$45,121.76 is to be received in annual rental payments for first year, said rent to increase at rate of 2% each year during the term of the lease.

**Recommendation:** The City Administration recommends that City Council approve the attached resolution which (i) authorizes the termination of the 1996 Lease to be effective on the date when the City and the Tenant enter into the new lease, and (ii) approves the new lease agreement with the Tenant, and authorizes the Mayor or City Manager to

negotiate additional terms not inconsistent with the basic terms included in the resolution.

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**ATTACHMENTS:**

- ▣ Resolution\_Final\_6\_8\_18\_Ct\_house\_Parking\_lot\_lease\_1081835**
- ▣ Lease\_-\_City\_of\_Greenville\_and\_Evans\_Street\_Properties\_LLC\_4825-8113-5462\_1081836**
- ▣ Evans\_St.\_Prop\_Lease\_Exhibit\_A\_Rental\_Schedule\_1082012**

RESOLUTION NO. -18

RESOLUTION APPROVING THE LEASE AGREEMENT WITH EVANS STREET PROPERTIES, LLC FOR SUBJECT PROPERTY FOR A TERM OF TEN YEARS

WHEREAS, the City of Greenville (the "City") owns a lot, Tax Parcel #23596, in Greenville, North Carolina ("Subject Property") which contains a parking lot;

WHEREAS, Evans Street Properties, LLC ("Tenant") owns the adjoining lot and building at 201 Evans Street and leases it to the U.S. General Services Administration ("GSA") for use as a United States Courthouse;

WHEREAS, Tenant currently leases the Subject Property from the City pursuant to a lease entered into by the City and Tenant in 1996 in order to provide an off-street parking facility for the personnel associated with the United States Courthouse (the "1996 Lease");

WHEREAS, the City and Tenant have agreed upon a lease, under which Tenant will lease the Subject Property for a term of ten years, with such term beginning before December 31, 2018 (the "New Lease"), and to commence on the same date as the commencement date of Tenant's lease with GSA regarding the U.S. Courthouse on 201 Evans Street and Tenant's sublease with GSA regarding some or all of the spaces in the Subject Property;

WHEREAS, in consideration of leasing the Subject Property under the New Lease, Tenant has agreed to pay the City annual rent of \$45,121.76, said rent to increase at the rate of 2% each year during the term of the New Lease;

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City to enter into leases of up to 10 years upon resolution of the City Council adopted at a regular meeting after 30 days' public notice so long as the City Council determines that the property will not be needed for the City for the term of the lease; and

WHEREAS, the required notice has been published and the City Council is convened in a regular meeting.

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

- Council approves the termination of the 1996 Lease, and the Mayor or City Manager may execute any instruments necessary associated with termination of the 1996 Lease, and such termination shall be effective on the date when the City and Tenant enter the New Lease described herein;
- Council declares that the Subject Property is surplus property and not needed by the City during the term of the New Lease as described herein; and

- Council approves the New Lease of the Subject Property to Evans Street Properties, LLC for ten years, and authorizes the Mayor or City Manager to negotiate any additional terms necessary for the New Lease and that are in the best interests of the City, not inconsistent with the terms herein, and execute any instruments necessary associated with the New Lease.

This the 25<sup>th</sup> day of June, 2018.

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P.J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

# DRAFT

**NORTH CAROLINA**

**LEASE AGREEMENT**

**PITT COUNTY**

THIS LEASE AGREEMENT ("Lease"), made and entered into this the \_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF GREENVILLE, North Carolina (the "City"), and EVANS STREET PROPERTIES, LLC, a North Carolina limited liability company ("Tenant").

## WITNESSETH:

WHEREAS, the City is a municipal corporation established and operating pursuant to the laws of the State of North Carolina;

WHEREAS, Tenant owns property at 201 Evans Street, Greenville, North Carolina (the "Courthouse Property") that is leased by the General Services Administration of the U.S. Government ("GSA") for use as a United States Courthouse;

WHEREAS, the City is the owner of land located at Pitt County Parcel No. 23596, as more particularly described or depicted on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises");

WHEREAS, the Leased Premises is adjacent to the Courthouse Property;

WHEREAS, the Leased Premises has been used as a parking facility associated with the United States Courthouse operating on the Courthouse Property;

WHEREAS, on October 12, 1995, the Greenville City Council acting pursuant to G.S. 160A-458.3, adopted Resolution No. 95-49 making the Leased Premises available for lease in connection with the development of the United States Courthouse project located on the Courthouse Property upon specified terms and conditions;

WHEREAS, the City and Tenant entered into that certain Lease Agreement, dated August 18, 1996, whereby Tenant leased the Leased Premises from the City through 2023 (the "1996 Lease");

WHEREAS, the City and Tenant desire to terminate the 1996 Lease; and



WHEREAS, the City and Tenant desire to enter a new lease for the Leased Premises whereby the City will lease the Leased Premises to Tenant for a 10 year period pursuant to G.S. 160A-272; and

WHEREAS, on \_\_\_\_\_, the Greenville City Council acting pursuant to G.S. 160A-272, adopted Resolution No. \_\_\_\_\_ providing for the lease of the Leased Premises to Tenant upon specified terms and conditions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **I. Special Terms and Conditions**

1. Termination of 1996 Lease.

The parties hereby terminate the 1996 Lease.

2. Leased Premises.

The City leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions contained herein, the Leased Premises.

3. Term.

Subject to the terms and conditions of this Lease, the term of this Lease shall commence on \_\_\_\_\_, and shall expire at 11:59 p.m. on the date that is ten (10) years thereafter. Notwithstanding anything to the contrary contained in this Lease, in the event either (i) Tenant, or a permitted assignee of Tenant's interest under this Lease, is no longer leasing the Courthouse Property to GSA for use as a United States Courthouse, or (ii) the United States Courthouse operating on the Courthouse Property ceases operating, then Tenant shall provide notice to the City of the same within thirty (30) days of either such event, and the City may terminate this Lease by written notice to Tenant.

4. Rent.

- a. The annual rental shall be Forty-Five Thousand One Hundred Fifty-Two and 76/100 Dollars (\$45,152.76), payable, without prior written demand, recoupment or setoff, in equal monthly installments of Three Thousand Seven Hundred Sixty-Two and 73/100 Dollars (\$3,762.73). Rental shall be payable in advance on or before the

first business day of each calendar month. Payment shall be made to the City of Greenville and may be mailed to: Finance Director, City of Greenville, P.O. Box 7207, Greenville, NC 27835-7207, or delivered in person to the Finance Director in City Hall at 201 W. Fifth Street in Greenville.

- b. The annual rental set forth in subparagraph a. above, shall increase at the rate of 2% per year, compounded beginning with the first anniversary of the term.
  - c. Rental shall be considered past due if not received by the tenth calendar day of the month for which rental is due.
5. Use and Occupancy.
- a. Tenant shall not use the Leased Premises for any purpose other than as a parking lot.
  - b. The Leased Premises shall at all times be kept open and accessible to Tenant, its agents and employees.
  - c. Tenant shall comply with all federal, State or local laws, ordinances, regulations and rules applicable to Tenant's use of the Leased Premises.

## **II. Other Terms and Conditions**

6. Alterations and Improvements. Except as provided herein, Tenant may not alter, improve or change any part of the Leased Premises from its use as a parking lot without the prior written consent of the City, which may be withheld in the City's sole discretion.
7. Maintenance by Tenant.
- a. Tenant represents that it has inspected the Leased Premises and found it to be in acceptable condition for the purposes herein specified, and accepts the Leased Premises in its current condition. Upon execution of this Lease, Tenant shall be fully responsible for the maintenance and upkeep of the Leased Premises and shall keep the Leased Premises in the same order and condition as when delivered to Tenant, excepting ordinary wear and tear.
  - b. In the event that the Leased Premises or any material portion thereof is damaged by fire or other casualty, or through Tenant's negligence, so as to render the Leased Premises unusable as a parking lot, Tenant shall at its expense promptly restore the

Leased Premises to its previous condition.

8. Tenant's Signs. Tenant shall not install any signage on the Leased Premises without the City's prior written consent; provided, however, Tenant may install signage on the Leased Premises associated with the United States Courthouse operating on the Courthouse Property as required in Tenant's contract with GSA so long as any such signage complies with applicable ordinances, rules and regulations of the City.
9. Utilities. Tenant shall be responsible for providing and paying for all electricity, gas, lighting, heating, water, air conditioning, sewer, telephone, and all other charges for utilities used by Tenant in connection with the occupancy of the Leased Premises.
10. Warranty. The City covenants to and with Tenant that upon timely payment of rent and any other charges due and payable and observing and performing all of the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant shall have the right to quiet possession of the Leased Premises, free from any adverse claims whatsoever from any persons whomsoever upon the terms and conditions of this Lease.
11. Eminent Domain.
  - a. If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and the City and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.
  - b. If more than twenty-five percent (25%) of the Leased Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Leased Premises is rendered unusable for the permitted use, either the City or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Leased Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from the City of written notice that said Leased Premises have been or will be so taken. In the event of such termination, both the City and Tenant shall be released from any

liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

- c. If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Leased Premises not taken and the annual rent provided for herein and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Leased Premises.
- d. The City shall be entitled to the entire condemnation award for any taking of the Leased Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph, provided Tenant's award does not reduce or affect the City's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

12. Insurance.

Tenant agrees to purchase at its sole expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall be provided to the City contemporaneously with the execution of this Lease:

Workers' Compensation Insurance: if applicable, with coverages and limits as required by law

Commercial General Liability:  
Limits:

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

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by The City of Greenville Risk Management Department. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations

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

Commercial Automobile Liability: (If Applicable)

Limits:

\$1,000,000 combined single limit.

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

Builders Risk Coverage: (If Applicable)

Limit:

Minimum limit in the amount of total bid price.

The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

Named Insured:

The named Insured shall be The City of Greenville, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City of Greenville's Risk Manager. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the Greenville Risk Manager for approval before commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Lease.

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.

The City of Greenville's review or acceptance of Certificates of Insurance shall not relieve any contractor of any requirement to provide the specific insurance coverages set forth in the Lease. Nor shall the City of Greenville's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Lease or acknowledgement that all insurance coverage requirements set forth in the Lease have been met.

13. Liens/Use as Security.
  - a. Tenant agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the Leased Premises or upon the right, title or interest of the Tenant created by this Lease after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the Tenant and in any event the Tenant will protect, indemnify and save harmless the City from and in respect of any and all such claims.
14. Access. Tenant will permit the City and its agents to enter on the Leased Premises at all reasonable times to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the Leased Premises.
15. Permits for Occupancy or Renovation. Tenant shall be responsible for obtaining any

building permits, zoning compliance, or special use permits for use of the Leased Premises for the intended activities of the Tenant. The City will cooperate as necessary to assist Tenant, at no cost to the City.

16. Default and Remedies.

- a. Default. Any one or more of the following events shall constitute a default under this Lease:
  - i. If Tenant shall continue in default in the payment of any rent or other sum of money becoming due hereunder for a period of ten (10) days after such sum shall become due and payable; or
  - ii. If Tenant shall default in the performance of any other of the terms, conditions or covenants contained in this Lease to be observed or performed by it and does not remedy such default within thirty (30) days after written notice thereof or does not within thirty (30) days commence such act or acts as shall be necessary to remedy the default and shall not complete such act or acts promptly; or
  - iii. If Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant and such appointment shall not be vacated or set aside within thirty (30) days from such appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or to an arrangement; or
- b. Remedies. Upon the occurrence of a default, the City, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:
  - i. Declare the whole rent for the balance of the term, or any part thereof, immediately due and payable as if by the terms of this Lease it were payable in advance and the City may immediately proceed to collect or

bring action for the whole rent, or such part thereof as aforesaid, as rent being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or may institute any other proceedings to enforce payment thereof.

ii. Immediately re-enter and remove all persons and property from the Leased Premises and dispose of such property as it sees fit, all without resort to legal procedure and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. If the City should elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises for such term and at such rentals and upon such other terms and conditions as the City may deem advisable, it being understood and acknowledged by Tenant that the City shall have no obligation to mitigate Tenant's damages by reletting the Leased Premises.

(1) In the event of such reletting, all rentals received by the City shall be applied, first, to the payment of any indebtedness other than rental due hereunder from Tenant to the City; second, to the payment of any costs and expenses of such reletting, including the expense of alterations and repairs; third, to the payment of rental due and unpaid hereunder, and the residue, if any, shall be held by the City and applied in payment of future rental due and unpaid hereunder. If such reletting shall yield rentals insufficient for any month to pay the rental due by Tenant hereunder for that month, Tenant shall be liable to the City for the deficiency, and the same shall be paid monthly.

(2) No such re-entry or taking possession of the Leased Premises by



the City shall be construed as an election to terminate this Lease unless a written notice of such intention given by the City to Tenant at that time of such re-entry; but, notwithstanding any such re-entry and reletting without termination, the City may at any time thereafter elect to terminate this Lease for such previous breach.

- iii. Terminate this Lease, either before or after re-entry, and at the City's option, recover from Tenant damages payable by Tenant hereunder for the remainder of the term and such reasonable rental value of the Leased Premises for the remainder of the term.
  - iv. Charge and collect from Tenant all costs and expenses, including reasonable attorney fees, arising out of Tenant's default and the the City's enforcement of its rights hereunder.
  - v. Exercise any other legal or equitable right or remedy which it may have.
17. Surrender of Premises. At the end of the term, Tenant shall peaceably yield up the Leased Premises to the City in as good repair and condition as when delivered to Tenant, excepting ordinary wear and tear, damage by fire, elements or casualty.
18. Holding Over. If Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month only, but otherwise subject to all of the terms and conditions of this Lease. The month-to-month tenancy may be terminated by either party as provided by law.
19. Exercise of Rights and Notice. All notices, demands or other communications of any type given by a party to the other, whether required by this Lease or in any way related to this Lease, shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides otherwise. Notice shall be effective upon any actual delivery or three days after mailing by first class, United States mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

<u>City of Greenville:</u> City Manager City of Greenville P.O. Box 7207 Greenville, NC 27835	<u>Evans Street Properties, LLC:</u> c/o Tony Lewis 3 Rest Haven Road Extension Bath, NC 27808
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20. Payment of Property Taxes.

- a. The City and Tenant acknowledge that the Leased Premises is owned by the City of Greenville and that no City or County property taxes shall be due and payable thereon.
- b. Tenant shall pay promptly all personal property taxes lawfully levied against personal property of any kind upon or about the premises.

21. Assignment and Subletting. Tenant shall have no right to assign or sublease this Lease except as permitted herein. Subject to the terms and conditions of this Lease, including the City's termination right in Section 3, Tenant may (i) sublease individual parking spaces to third parties if the same are not needed by GSA for purposes of operating the United States Courthouse on the Courthouse Property, or (ii) assign this Lease to a third party who purchases the fee simple interest in the Courthouse Property so long as Tenant receives the City's prior written consent to such assignment, which shall not be unreasonably withheld, conditioned, or delayed. As a condition to the City's approval of any assignment, Tenant shall obtain the written agreement of the assignee, in form reasonably acceptable to the City, providing for the assumption of all of Tenant's obligations and covenants hereunder. Any change of control of Tenant shall be deemed an assignment under this Lease.

22. Indemnity. To the extent permitted by law, Tenant shall and does hereby indemnify the City and agrees to save it harmless and, at the City's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the City in connection with loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof, occasioned

wholly or in part by any act or omission of Tenant, its officers, managers, members, shareholders, directors, agents, contractors, employees or invitees. Tenant's obligations pursuant to this section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

23. Environmental.

- a. Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Leased Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Leased Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.
- b. Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide the City with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide the City with copies of all responses to such

correspondence at the time of the response.

- c. Tenant hereby indemnifies and holds harmless the City, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against the City as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Leased Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Leased Premises if such Hazardous Materials were stored on the Leased Premises by Tenant, its agents, employees, invitees or successors in interest.
  - d. For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).
  - e. The warranties and indemnities contained in this Section shall survive the termination of this Lease.
24. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.
25. Force Majeure. Neither party hereto shall be required to perform any term, condition,

or covenant of this Lease during such time performance, after the exercise of due diligence to perform is delayed or prevented by acts of God, civil riots, organized labor disputes, or governmental restrictions.

26. Survival and Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.
27. Waiver and Modification. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the City to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
28. Unenforceability. If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Lease shall continue in full force and effect.
29. Entire Agreement. This Lease is only the agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
30. Execution in Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
31. Recording. Within ten days following full execution of this Lease, Tenant shall, at Tenant's expense, record the Lease in the Office of the Register of Deeds of Pitt County. In lieu of recording the Lease, Tenant may record a Memorandum of Lease, the form of which shall be subject to the approval of the City Attorney. An original of this Lease shall be committed to the Greenville City Clerk for safekeeping.
32. E-Verify Requirements. (a) If this Lease is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) Tenant represents and covenants that its

contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this Lease. (b) If this Lease is subject to NCGS 143-133.3, the Tenant and its contractors and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

*-Signatures are on the following pages.-*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

The City:  
CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

[Seal]

**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 Clerk of 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 Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_,  
20\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*(Official Seal)*



Tenant:  
EVANS STREET PROPERTIES,  
LLC

By: \_\_\_\_\_(Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_(Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day,  
acknowledging to me that he signed the foregoing document for the purpose(s) stated  
therein, in the capacity indicated therein:

\_\_\_\_\_.

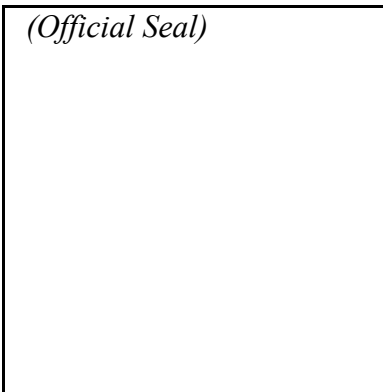
Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
Notary's printed or typed name

My commission expires:

\_\_\_\_\_



Notary seal or stamp must appear within this box.

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day,  
acknowledging to me that he signed the foregoing document for the purpose(s) stated  
therein, in the capacity indicated therein:

\_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
Notary's printed or typed name  
My commission expires:

\_\_\_\_\_

## EXHIBIT A

### Property Description

From Book P44, page 403, of the Pitt County Register of Deeds, described more particularly as follows: BEGINNING at the point of intersection of the new southern property line of Second Street with the new western property line of Cotanche Street, and which point is identified by a brass plate; and from said beginning point running South 11-03-04 West and along the new western property line of Cotanche Street, 143.9 feet to a spike; thence continuing with the western property line of Cotanche Street, South 2-51-26 East, 25.95 feet to a point; thence North 78-32-19 West, 136.87 feet to an iron stake; thence North 11-12-06 East, 39.3 feet to an iron stake; thence North 10-32-40 East, 129.5 feet to a spike in the new southern property line of Second Street; thence South 78-52-04 East and along the new southern property line of Second Street, 134.21 feet to the point of BEGINNING, containing 22,635 square feet, more or less, and being all of Lot 2, in Block "J", of the Greenville Central Business Project, N.C. R-66, as shown on map made by McDavid and Associates dated August 4, 1975, reference to which is hereby directed.

**Exhibit A: Rental Schedule**

<b>Year</b>	<b>Annual Rent</b>
1	\$ 45,121.76
2	46,024.20
3	46,944.68
4	47,883.57
5	48,841.24
6	49,818.07
7	50,814.43
8	51,830.72
9	52,867.33
10	53,924.68
<b>Total 10 Year Amount</b>	<b>\$494,070.68</b>



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

---

**Title of Item:** Purchase of an avigation easement by the Pitt County-City of Greenville Airport Authority on City-owned land located in the approach path of Runway 2

**Explanation:** **Abstract:** The Pitt-Greenville Airport Authority would like to acquire an avigation easement on undeveloped City-owned land in order to remove tree obstructions in the approach path of Runway 2 at the Pitt-Greenville Airport.

**Explanation:** The Pitt County-City of Greenville Airport Authority is required by the Federal Aviation Administration (FAA) to protect the aerial approaches to the runways from obstructions. The Airport would like to purchase an avigation easement over 5.43 acres of heavily wooded undeveloped City-owned land located along the Tar River, between Tyson and White Streets, as shown on the attached map. The acquisition of the easement will allow for the removal of about 20 trees in the approach path of Runway 2.

**Fiscal Note:** The Airport Authority is offering to pay the City \$1,980 for the purchase of the avigation easement.

**Recommendation:** Staff recommends that the City Council authorize the Mayor to sign a deed and any other document conveying an avigation easement (as described) to the Pitt County-City of Greenville Airport Authority, pursuant to N.C. General Statute 160A-274.

---

### ATTACHMENTS:

- ☐ Avigation Easement - Runway 2

Eric Clark, Chairman  
Buddy Zincone, Secretary/Treasurer  
Aileen Wilson  
Dr. James Morris

John Banks, Vice-Chairman  
Dr. Dan Mayo  
Commissioner Jimmy Garris  
Mayor PJ Connelly



PITT COUNTY – CITY OF GREENVILLE AIRPORT AUTHORITY

April 24, 2018

Ann Wall, City Manager  
City of Greenville  
PO Box 7207  
Greenville, NC 27835

Dear Ann;

The Pitt County-City of Greenville Airport Authority is interested in acquiring an aviation easement over undeveloped City land located at 0 White Street (along the Tar River, between Tryon Street and White Street, County GIS ID Number 33857) in Greenville, North Carolina. This acquisition is being sought by the Pitt County-City of Greenville Airport Authority in coordination with the FAA to remove tree obstructions in the approach path for runway 2. (See Attachment #1.)

The airport is offering compensation of \$1,980 (as determined by an appraisal and review appraisal) for the aviation easement. The easement is for the right to remove trees and limit the height of man-made objects only, not for the purchase of the land. The airport will provide you a detailed plan of which trees will be removed, and will pay for the removal and restoration of the site if needed.

Because the airport is using federal funds for this easement acquisition, federal guidelines were followed. In accordance with FAA regulations, there were many steps that were required to be performed before the Airport Authority could make an offer to purchase the property. Among those steps were:

- (1) Perform a survey of the property;
- (2) Perform an appraisal to establish fair market value;
- (3) Perform a review appraisal to verify the value as stated in the appraisal report;
- (4) Establish just compensation for the property to be acquired.

Please refer to the attached Statement of the Basis for Determination of Just Compensation (Attachment #2). This document describes the property more specifically and outlines the appraisal process in detail. The Airport Authority may only acquire the easement upon payment of just compensation to the city for the fair market value of the easement required. To this end we have had the property appraised by a qualified real estate appraiser and have determined the amount of just compensation for the aviation easement to be \$1,980.

The Pitt County-City of Greenville Airport Authority is therefore offering the city \$1,980 for the purchase of the aviation easement. **If this is acceptable to you, would you place the easement request on the next available city council agenda?** If you have any questions, please contact me at (252) 902-2025. Thank you for your consideration.

Sincerely,

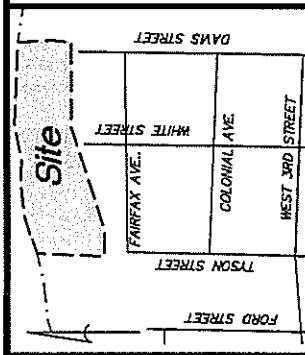
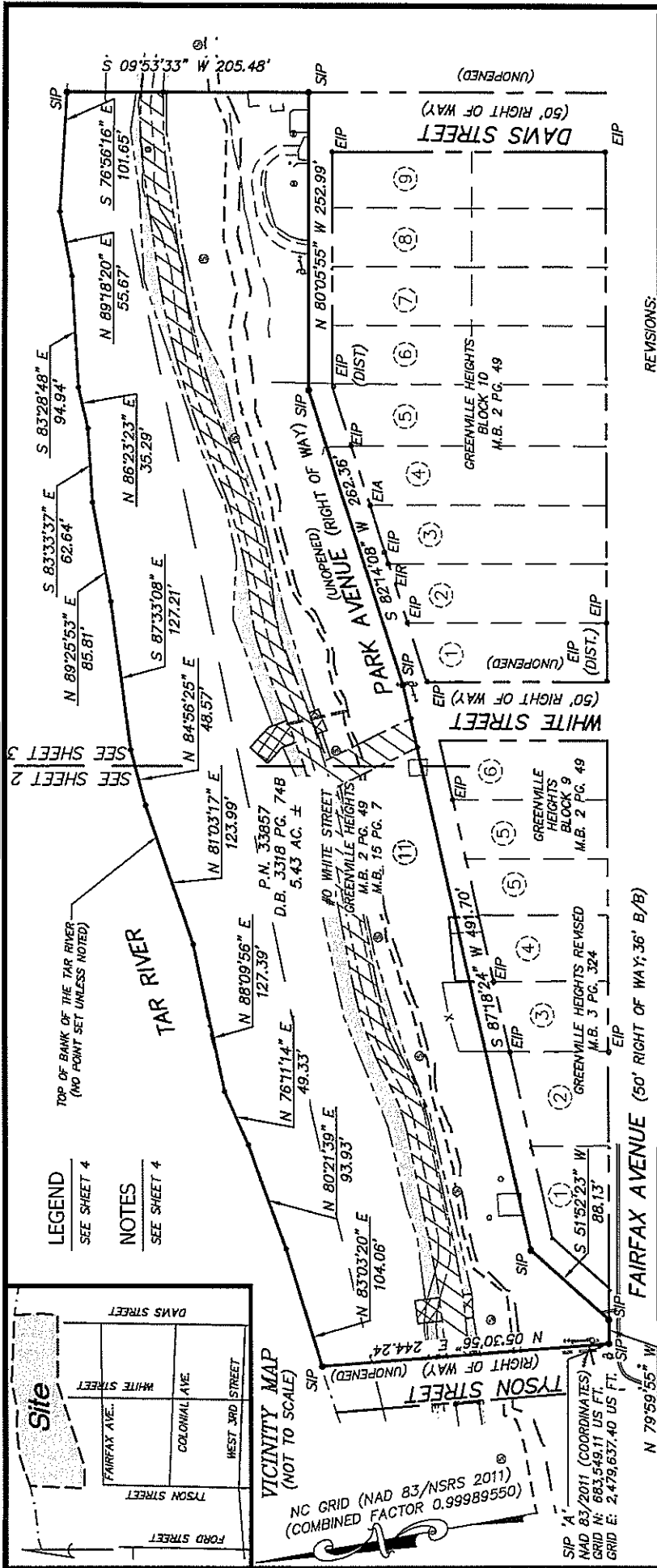


Betty Stansbury, Executive Director  
Pitt-Greenville Airport

400 Airport Road  
Greenville, North Carolina 27835-0671

Telephone: 252-902-2025  
Telefax: 252-758-9436

Attachment #1



**LEGEND**  
SEE SHEET 4

**NOTES**  
SEE SHEET 4

VICINITY MAP (NOT TO SCALE)

NC GRID (NAD 83/NSRS 2011)  
(COMBINED FACTOR 0.99989550)

SIP 'A'  
NAD 83/2011 (COORDINATES)  
GRID N: 683,549.11 US FT.  
GRID E: 2,479,637.40 US FT.

**REFERENCE**  
D.B. 3318 PG. 748  
M.B. 2 PG. 49  
M.B. 15 PG. 7  
M.B. 3 PG. 324  
P.N. 33857



SHEET 1 OF 4  
DRAWING NO. P-532-X  
SCALE 1" = 100' DRAFT: PH



NORTH CAROLINA  
I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY BY RB/MS (03/23-29/16) (DEED DESCRIPTIONS RECORDED IN BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (X)(1)(a)(1) THAT THE SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AND EXISTING STREET. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 29TH DAY OF MARCH, 2016.

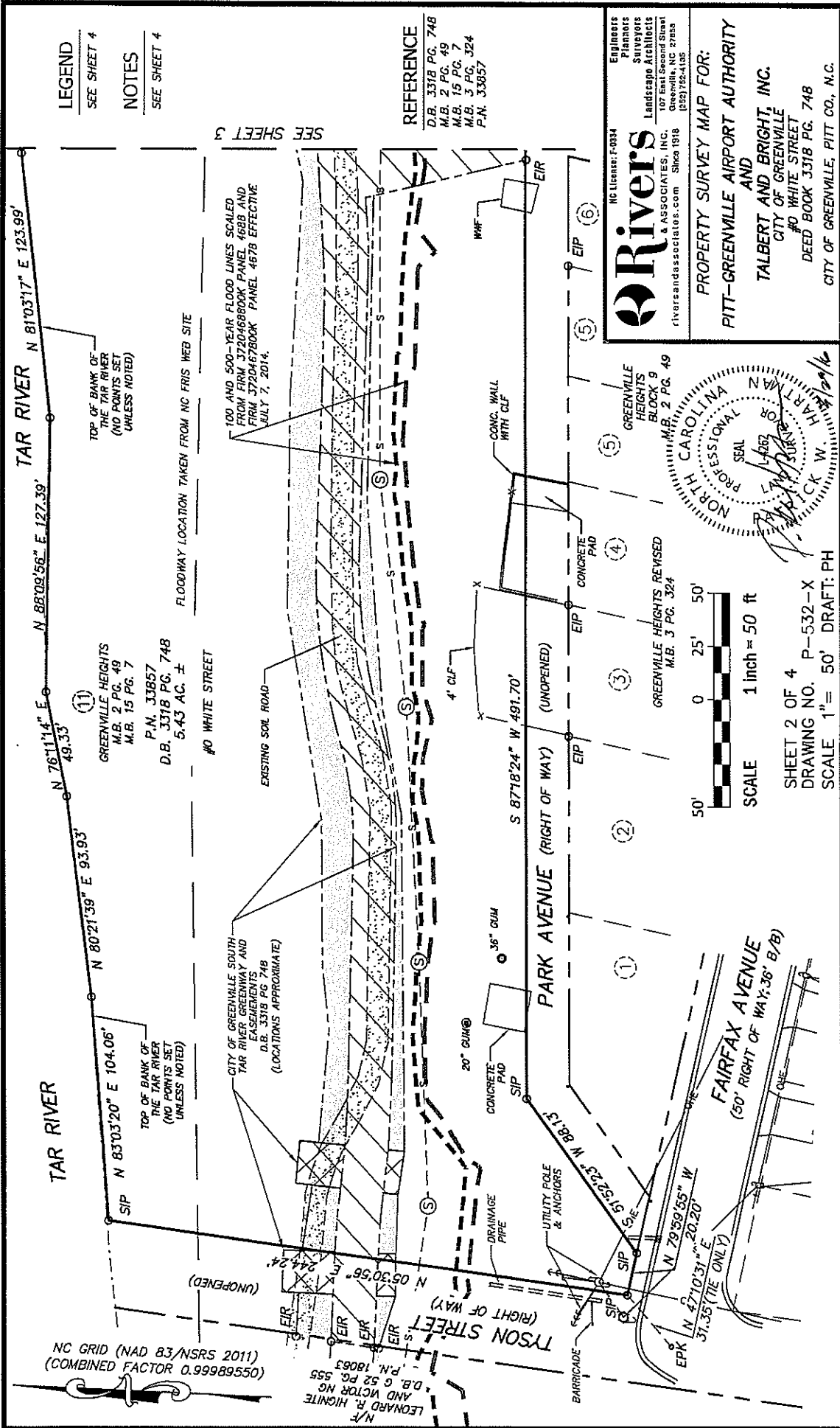
*Patrick W. Hartman*  
PROFESSIONAL LAND SURVEYOR LICENSE NO. I-4862

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Planners  
Surveyors  
Landscape Architects  
107 East Second Street  
Greenville, NC 27658  
riversandassociates.com Since 1918  
(252) 752-1435  
NC License: F-0334

PROPERTY SURVEY MAP FOR:  
**PITT-GREENVILLE AIRPORT AUTHORITY**  
TALBERT AND BRIGHT, INC.  
CITY OF GREENVILLE  
#0 WHITE STREET  
DEED BOOK 3318 PG. 748  
CITY OF GREENVILLE, PITT CO., N.C.

REVISIONS:

Attachment #1 cont.



**LEGEND**  
SEE SHEET 4

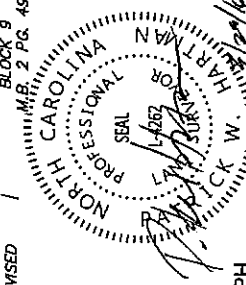
**NOTES**  
SEE SHEET 4

**REFERENCE**  
D.B. 3318 PG. 748  
M.B. 2 PG. 49  
M.B. 15 PG. 7  
M.B. 3 PG. 324  
P.N. 33857

**Rivers**  
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**PROPERTY SURVEY MAP FOR:**  
**PITT-GREENVILLE AIRPORT AUTHORITY**  
**TALBERT AND BRIGHT, INC.**  
CITY OF GREENVILLE  
#0 WHITE STREET  
DEED BOOK 3318 PG. 748  
CITY OF GREENVILLE, PITT CO., N.C.



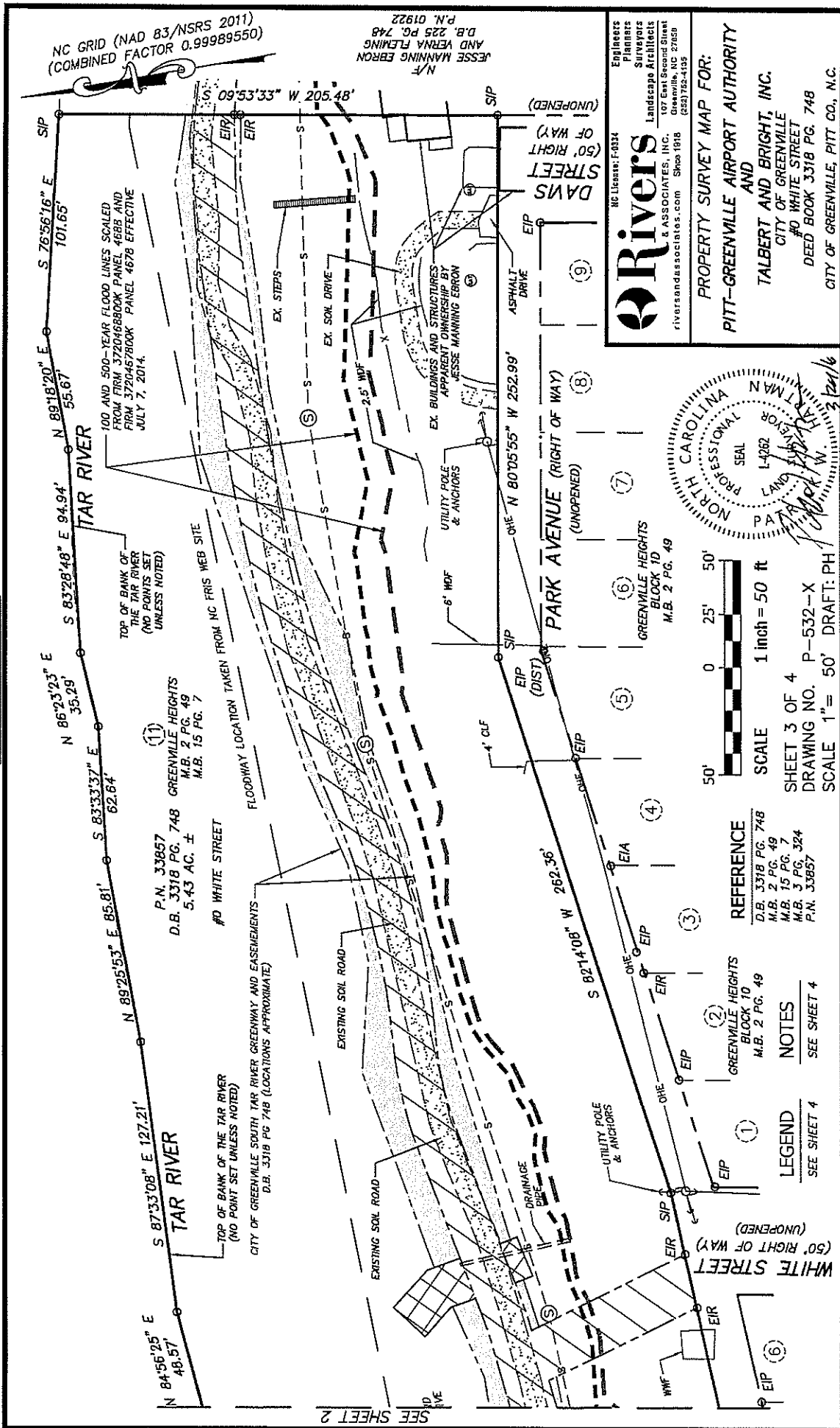
SCALE 1 inch = 50 ft

SHEET 2 OF 4  
DRAWING NO. P-532-X  
SCALE 1" = 50' DRAFT: PH

NC GRID (NAD 83/NSRS 2011)  
(COMBINED FACTOR 0.99989550)



Attachment #1 Cont.



NC GRID (NAD 83/NSRS 2011)  
(COMBINED FACTOR 0.99989550)

JESSE MANNING EBROUN  
AND YERNA FLEMING  
D.B. 225 PG. 748  
P.N. 01922

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Landscape Architects  
Engineers  
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GREENVILLE, NC 27609  
(252) 755-4135  
riversandassociates.com Since 1918

PROPERTY SURVEY MAP FOR:  
**PITT-GREENVILLE AIRPORT AUTHORITY**  
AND  
**TALBERT AND BRIGHT, INC.**  
CITY OF GREENVILLE  
#0 WHITE STREET  
DEED BOOK 3318 PG. 748  
CITY OF GREENVILLE, PITT CO., N.C.

NORTH CAROLINA  
PROFESSIONAL  
SEAL  
L-4262  
L. MARK W. JONES  
L. ANDREW JONES

SCALE 1 inch = 50 ft  
SHEET 3 OF 4  
DRAWING NO. P-532-X  
SCALE 1" = 50' DRAFT: PH

REFERENCE  
D.B. 3318 PG. 748  
M.B. 2 PG. 49  
M.B. 15 PG. 7  
M.B. 3 PG. 324  
P.N. 33657

NOTES  
SEE SHEET 4

LEGEND  
SEE SHEET 4

SEE SHEET 2

Attachment #1 Cont.

NOTES

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
2. AREA DETERMINED BY COORDINATES.
3. PROPERTY IS SUBJECT TO ANY EASEMENTS, EXISTING ROAD RIGHT-OF-WAYS, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES, INC. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
5. PROPERTY IS LOCATED IN A ZONE AE, X SHADED AND X PER FEMA MAPS NUMBERS 3720467800K AND 3720468800K, EFFECTIVE 7/7/2014.
6. NO POINTS SET ALONG THE TAR RIVER EXCEPT OTHERWISE AS NOTED.
7. GPS METADATA:  
 1) CLASS OF SURVEY: CLASS A (HORZ.) CLASS C (VERT.)  
 2) POSITIONAL ACCURACY: 2 CM(HORZ) 3 CM(VERT)  
 3) TYPE OF GPS FIELD PROCEDURE: NCGS RTN  
 4) DATE OF SURVEY WORK: 03/24-29/2016  
 5) DATUM/EPOCH: NAD83/2011  
 6) PUBLISHED CONTROL/FIXED CONTROL: NCGS VRS RTN  
 7) GEOD. MODEL: GEOD12A  
 8) COMBINED GRID FACTOR: 0.99989550  
 9) UNITS: US SURVEY FEET

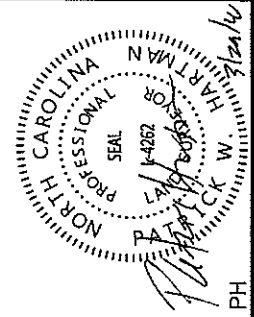
LEGEND

EX. EXISTING	=====	STORM DRAINAGE
CONC.	=====	
D.B. DEED BOOK	-----S-----	SANITARY SEWER
M.B. MAP BOOK	-----	FLOODWAY
P.C. PAGE	-----	100 YEAR FLOOD
EIR EXISTING IRON ROD	-----	500 YEAR FLOOD
SIP SET IRDN PIPE	-----	FENCE
EIA EXISTING IRON ANGLE BAR	-----	OVERHEAD UTILITY
EIP EXISTING IRON PIPE	-----X-----	SATELLITE DISH
DIST DISTURBED	-----OHE-----	SOIL DRIVE/ROAD
WMF WOOD AND WIRE FENCE	-----	COG GREENWAY EASEMENT
WDF WOOD FENCE	-----	COG TEMPORARY EASEMENT
N/F NOW OR FORMERLY	-----	COG DRAINAGE EASEMENT
P.N. PARCEL NUMBER	-----	
R/W RIGHT OF WAY	-----	
B/B BACK TO BACK	-----	
FRIS FLOOD RISK INFORMATION SITE	-----	
CLF CHAIN LINK FENCE	-----	
OHE OVERHEAD ELECTRIC	-----	
PLATTED LOT NUMBER	-----	
SANITARY SEWER MANHOLE	-----	
LIGHT POLE	-----	
UTILITY POLE	-----	
UTILITY POLE GUY	-----	


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 (252) 752-4135  
 riversandassociates.com Since 1918

NC License: F-834  
 ERI Inners  
 Planners  
 Surveyors  
 Landscape Architects

**PROPERTY SURVEY MAP FOR:**  
**PITT-GREENVILLE AIRPORT AUTHORITY**  
**AND**  
**TALBERT AND BRIGHT, INC.**  
 CITY OF GREENVILLE  
 #0 WHITE STREET  
 DEED BOOK 3318 PG. 74B  
 CITY OF GREENVILLE, PITT CO., N.C.



SHEET 4 OF 4  
 DRAWING NO. P-532-X  
 SCALE: 1" = N/A DRAFT: PH

SCALE 1" = 100' ft  
 100' 50' 0' 50' 100'

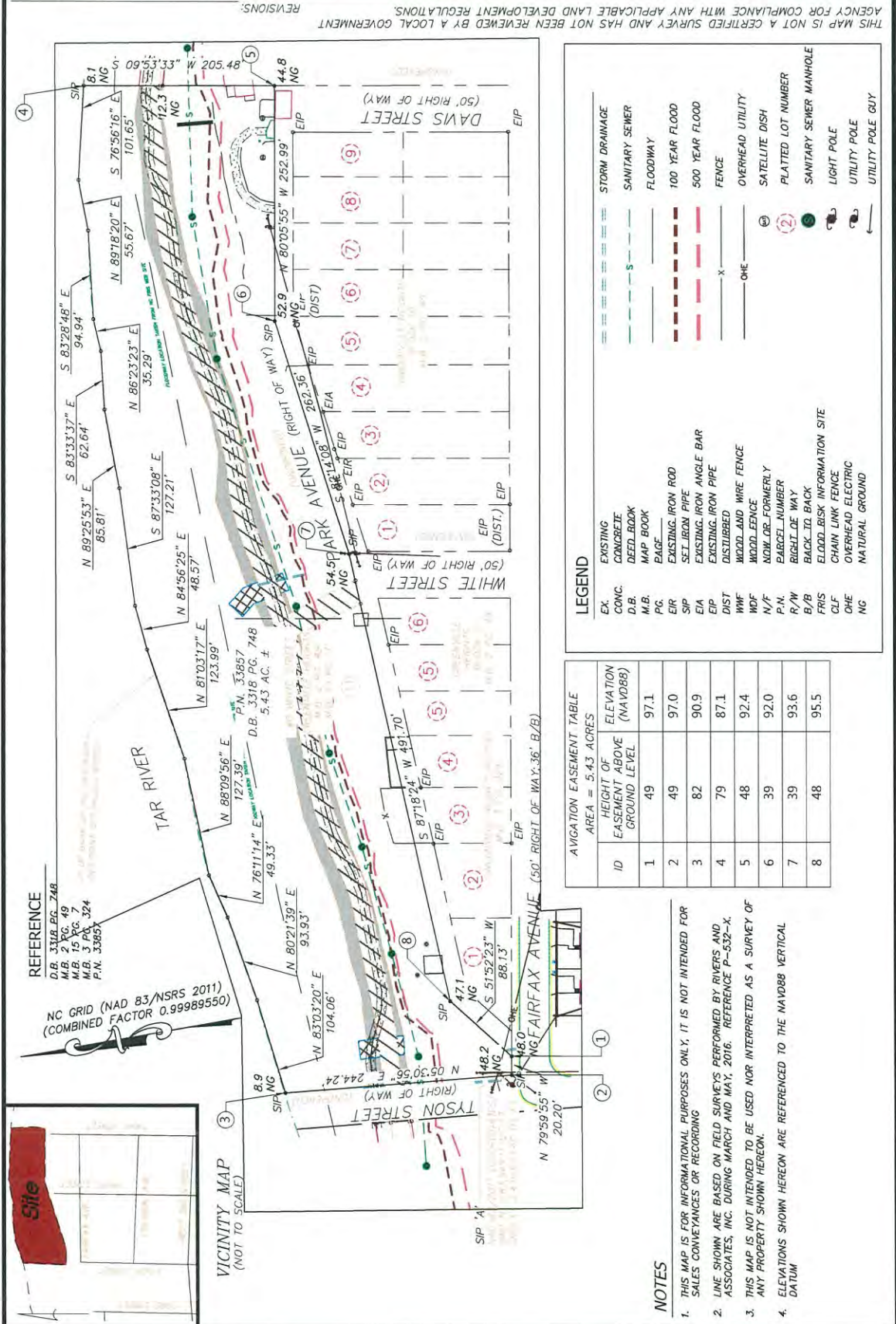
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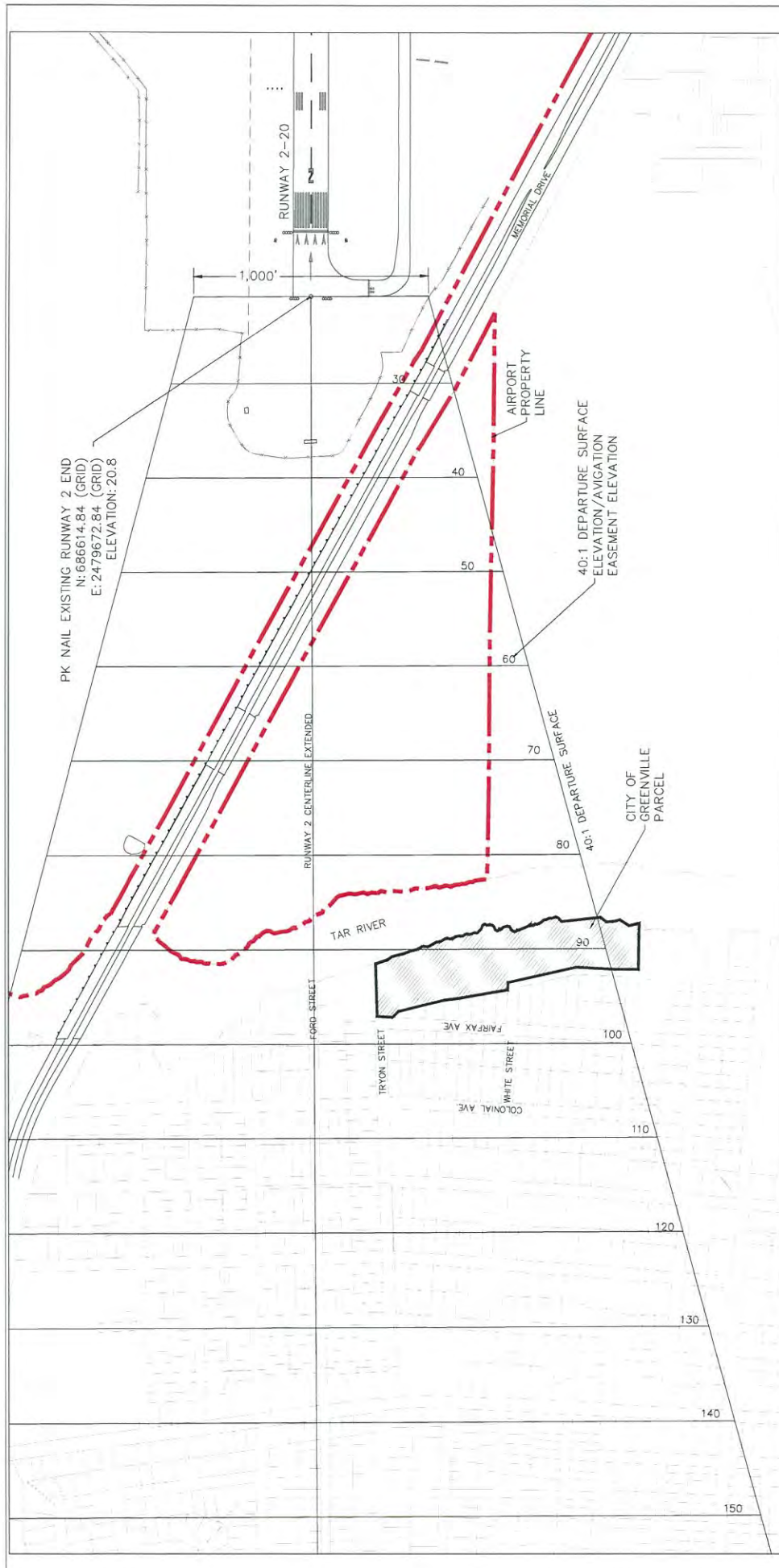
EXHIBIT MAP FOR:  
 PITT-GREENVILLE AIRPORT AUTHORITY  
 LAND ACQUISITION - PARCEL 11  
 CITY OF GREENVILLE  
 #0 WHITE STREET  
 DEED BOOK 3318 PG. 748  
 CITY OF GREENVILLE, PITT CO., N.C.

**Rivers**  
 ENGINEERS, ARCHITECTS & ASSOCIATES, INC.  
 107 East Second Street  
 Greenville, NC 27938  
 (252) 752-4155  
 NC License: P-0324

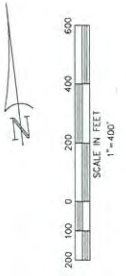
Engineers  
 Planners  
 Surveyors  
 Landscape Architects

Attachment #1a





Pitt-Greenville Airport  
**Runway 20 Departure Surface**  
**Attachment #1b**  
 June 2016  
 Talbert & Bright Inc.



ATTACHMENT # 2

STATEMENT OF THE BASIS FOR DETERMINATION OF JUST COMPENSATION:  
PITT-GREENVILLE AIRPORT  
LAND ACQUISITION

The following information is a summary of how the Pitt County-City of Greenville Airport Authority (hereinafter called the "AIRPORT AUTHORITY") arrived at a determination of a fair and, in its opinion, reasonable price (Just Compensation) for an avigation easement over the City of Greenville property near the Pitt-Greenville Airport, Pitt County, North Carolina, which has been identified on the attached map.

AVIGATION EASEMENT TO BE ACQUIRED (5.43 acres):

All that certain tract or parcel of land lying and being situated in the City of Greenville, Pitt County, North Carolina bounded on the west and south by Tyson Street and Greenville Heights Revised, Map Book 3 page 324, Greenville Heights Block 9, Map Book 2 page 49 and Greenville Heights Block 10, Map Book 2 page 49 properties, on the east by Davis Street, on the north by Tar River and being described by metes and bounds from a field boundary survey as follows:

**Beginning** at a set iron pipe in the northern right of way of Fairfax Avenue and the eastern right of way of Tyson Street (unopened), said point also being the southwestern corner of Lot 11 of Riverdale Subdivision, recorded in Map Book 2 Page 251 and Map Book 15 Page 7 and having North Carolina NAD83/2011 Grid Coordinates of Northing 683,549.11 us ft., Easting 2,479,637.40 us ft.; thence with the eastern unopened right of way of Tyson Street N 05°30'56" E 244.24 Feet to a set iron pipe at the top of bank of the Tar River; thence with the top of the bank of the Tar River the following thirteen (13) calls, (1) N 83°03'20" E 104.06 feet, (2) N 80°21'39" E 93.93 feet, (3) N 76°11'14" E 49.33 feet, (4) N 88°09'56" E 127.39 feet, (5) N 81°03'17" E 123.99 feet, (6) N 84°56'25" E 48.57 feet, (7) S 87°33'08" E 127.21 feet, (8) N 89°25'53" E 85.81 feet, (9) S 83°33'37" E 62.64 feet, (10) N 86°23'23" E 35.29 feet, (11) S 83°28'48" E 94.94 feet, (12) N 89°18'20" E 55.67 feet, (13) S 76°56'16" E 101.65 feet to a set iron pipe in the western line of the Jesse Manning Ebron Etal property recorded in Deed Book 225 Page 748; thence with the western line of Jesse Manning Ebron Etal S 09°53'33" W 205.48 feet to a set iron pipe at the terminus of the eastern right of way of Davis Street (unopened) and northern right of way of Park Avenue (unopened); thence with the unopened northern right of way Park Avenue four (4) calls, (1) N 80°05'55" W 252.99 feet to a set iron pipe, (2) S 82°14'08" W 262.36 feet to a set iron pipe, (3) S 87°18'24" W 491.70 feet to a set iron pipe, (4) S 51°52'23" W 88.13 feet to a set iron pipe in the northern right of way of Fairfax Avenue; thence with the northern right of way of Fairfax Avenue N 79°59'55" W 20.20 feet to a set iron pipe, which is the **Point of Beginning**, having an area of 5.43 acres.

**Being** all of Lot 11 recorded as a part of Riverdale Subdivision, recorded in Map Book 2 Page 251 and Map Book 15 Page 7 and shown on a Property Survey prepared for the Pitt-Greenville Airport Authority and Talbert and Bright, Inc. by Rivers and Associates, Inc, Drawing number P-532-X, entitled City of Greenville, #0 White Street, dated March 29, 2016 and incorporated herein by reference.

The following terms and conditions will apply to the easement:

AVIGATION EASEMENT (5.43 acres)

Upon closing, the SELLER shall convey to the AIRPORT AUTHORITY, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to the Pitt-Greenville Airport for the unobstructed passage of all aircraft, in the air space above Grantors' property above an imaginary plane beginning at the current end of Runway 02, and rising and extending one foot vertically for every 40 foot horizontally in a generally southerly direction over the Grantors' property to an infinite height above said imaginary plane; running from 49 feet above ground level (elevation 97.1 feet) above point "1" along the southern property line of the parcel on Attachment 1, to 49 feet above ground level (elevation 97.0 feet) above point "2" along the western property line of the parcel on Attachment 1, to 82 feet above ground level (elevation 90.9 feet) above point "3" at the northwest corner of the parcel on Attachment 1, to 79 feet above ground level (elevation 87.1 feet) above point "4" at the southeast corner of the parcel along the southern property line of the parcel on Attachment 1 to 47 feet above ground level (elevation 92.2 feet) above point "5" along the southern property line of the parcel on Attachment 1 to 39 feet above ground level (elevation 92.0 feet) above point "6" along the southern property line of the parcel on Attachment 1 to 39 feet above ground level (elevation 93.6 feet) above point "7" along the southern property line of the parcel on attachment 1 to 48 feet above ground level (elevation 95.5 feet) above point "8".

Together with the right to cause in all air space above the surface of Grantors' property such noise, vibrations, fumes, dust, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport. The easement shall include all of the airspace over the easement parcel shown on Attachment 1, above the imaginary inclined plane described hereinabove and shown on Attachment 1b.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary plane, and to remove from said air space any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes. At the sole option of the Grantee, as an alternative, the Grantee may elect to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes.

In order to provide for the safe passage of aircraft, the AIRPORT AUTHORITY intends to remove entirely those trees that penetrate the imaginary plane over the approach area. If the AIRPORT AUTHORITY determines it is uneconomical or impractical to identify, locate, and cut each individual tree that penetrates the imaginary plane, the AIRPORT AUTHORITY shall have the right to cut groups of trees or specific areas of trees in order to ensure the penetrations are removed.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not suffer to remain upon Grantors' property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereinafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

This property is being acquired for the purpose of maintaining clear aircraft approach/departure zones for the Airport, thus furthering the AIRPORT AUTHORITY's desire to provide safe approaches to the Airport as required by the FAA (Federal Aviation Administration).

## BASIS FOR DETERMINATION OF JUST COMPENSATION

An appraisal was performed by an independent appraiser, with a review appraisal performed by a second appraiser. The appraiser performed an inspection of the property. The appraisal reports considered, but were not confined to, the following items:

- A. Property Description
  - 1. Owner
  - 2. Location
  - 3. Use History
  - 4. Minimum 5 Year Sales History
  - 5. Present Use
  - 6. Zoning
  - 7. Utilities
  - 8. Improvements
  - 9. Encumbrances
  - 10. Assessed Value and Annual Tax Load

Current Use of Property: Vacant Land

- B. Highest and Best Use Analysis – Greenway & Recreational
- C. Approaches to Value Considered
  - 1. Cost Approach
  - 2. Sales Comparison Approach
  - 3. Income Approach
- D. Land Value Estimate by Sales Comparison (Market) Approach
  - 1. Comparable Sales Verified
  - 2. Adjustments Explained
  - 3. Data and Analysis for Each Sale
- E. Value Estimate Before the Acquisition
- F. Value Estimate After The Acquisition
- G. Reconciliation and Final Value Estimate



Based on the aforementioned appraisal and review appraisal, the following amount has been determined to be Just Compensation for the 5.43 acre aviation easement per the following summary:

**DIFFERENCE BETWEEN THE "BEFORE" AND "AFTER" VALUE**

<b>Estimate of "Before" Value:</b>	<b>\$13,200</b>
<b>Estimate of "After" Value:</b>	<b>\$11,220</b>
<b>Difference:</b>	<b>\$1,980</b>

**THE ALLOCATION**

<b>Damages to the Remainder:</b>	<b>\$1,980</b>
<b>Benefits to the Remainder:</b>	<b>\$0</b>
<b>Difference:</b>	<b>\$1,980</b>

This amount is not less than the approved appraisal of the fair market value for the easement being acquired. The appraiser did not consider any increase or decrease in the fair market value caused by the project for which the property is to be acquired or the likelihood that it would be acquired. In addition, no consideration is given to reasonable closing costs, which the AIRPORT AUTHORITY agrees to pay, in establishment of Just Compensation.

The offer is based on Fair Market Value. Fair Market Value can be defined as, "the price which the property will bring in a competitive market under all conditions requisite to a fair sale, which would result from negotiations between a buyer and a seller, each acting wisely and prudently, and without any pressure or other undue stimulus." The Sales Comparison approach to fair market value was the appraisal technique used in appraising the value of the city's land.

No owner will be required to surrender possession of real property before just compensation has been paid.

If you have any questions relative to this matter, please contact:

Betty Stansbury  
Executive Director  
Pitt-Greenville Airport  
400 Airport Road  
Greenville, North Carolina 27834  
(252) 902-2025

ATTACHMENT # 3

AGREEMENT OF SALE – City of Greenville

In consideration of the sum of One Thousand Nine Hundred Eighty dollars (\$1,980), the undersigned (hereinafter called the “SELLER”) being the owner thereof, hereby agrees to sell and convey to Pitt County-City of Greenville Airport Authority (hereinafter called the “AIRPORT AUTHORITY”) the following avigation easement as described in Attachment 2 and shown on Attachment 1, 1a, and 1b.

The following terms and conditions will apply to the easement:

Upon closing, the SELLER shall convey to the AIRPORT AUTHORITY, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to the Pitt-Greenville Airport for the unobstructed passage of all aircraft, in the air space above Grantors’ property above an imaginary plane beginning at the current end of Runway 02, and rising and extending one foot vertically for every 40 foot horizontally in a generally southerly direction over the Grantors’ property to an infinite height above said imaginary plane; running from 49 feet above ground level (elevation 97.1 feet) above point “1” along the southern property line of the parcel on Attachment 1, to 49 feet above ground level (elevation 97.0 feet) above point “2” along the western property line of the parcel on Attachment 1, to 82 feet above ground level (elevation 90.9 feet) above point “3” at the northwest corner of the parcel on Attachment 1, to 79 feet above ground level (elevation 87.1 feet) above point “4” at the southeast corner of the parcel along the southern property line of the parcel on Attachment 1, to 47 feet above ground level (elevation 92.2 feet) above point “5” along the southern property line of the parcel on Attachment 1, to 39 feet above ground level (elevation 92.0 feet) above point “6” along the southern property line of the parcel on Attachment 1, to 39 feet above ground level (elevation 93.6 feet) above point “7” along the southern property line of the parcel on attachment 1, to 48 feet above ground level (elevation 95.5 feet) above point “8”.

Together with the right to cause in all air space above the surface of Grantors’ property such noise, vibrations, fumes, dust, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport. The easement shall include all of the airspace over the easement parcel shown on Attachment 1, above the imaginary inclined plane described hereinabove and shown on Attachment 1b.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors’ property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary plane, and to remove from said air space any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors’ property, together with the right of ingress to, egress from, and passage over

Grantors' property for the above purposes. At the sole option of the Grantee, as an alternative, the Grantee may elect to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes.

In order to provide for the safe passage of aircraft, the AIRPORT AUTHORITY intends to remove entirely those trees that penetrate the imaginary plane over the approach area. If the AIRPORT AUTHORITY determines it is uneconomical or impractical to identify, locate, and cut each individual tree that penetrates the imaginary plane, the AIRPORT AUTHORITY shall have the right to cut groups of trees or specific areas of trees in order to ensure the penetrations are removed.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not suffer to remain upon Grantors' property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereinafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

This property is being acquired for the purpose of maintaining clear aircraft approach/departure zones for the Airport, thus furthering the AIRPORT AUTHORITY's desire to provide safe approaches to the Airport as required by the FAA (Federal Aviation Administration).

The total purchase shall be \$1,980 to be paid to SELLER(s) according to their share of interest in said property. All expenses of examination of title and of preparation and recording of the deed shall be paid by the AIRPORT AUTHORITY. Payment of the purchase price shall be made upon transfer of title to the AIRPORT AUTHORITY. The AIRPORT AUTHORITY shall specify the place and time of closing, which shall be no later than sixty days following the date of execution of the Agreement of Sale. The SELLER agrees that this agreement shall not be revocable and that he will not sell, mortgage, encumber, or otherwise dispose of such property or any part thereof prior to said expiration date, except to the AIRPORT AUTHORITY. This Agreement shall be binding upon the SELLER and his heirs, executors, administrators, successors, and assigns.

Loss or damage to the property by any cause or reason shall be at the risk of the SELLER until title has been conveyed to Pitt County-City of Greenville Airport Authority.

SELLER: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Witness

**PITT COUNTY-CITY OF GREENVILLE AIRPORT AUTHORITY:**

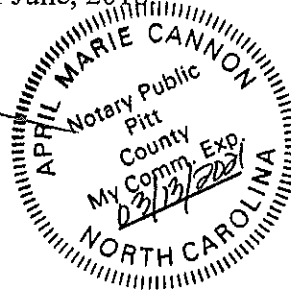
*[Signature]*  
Representative of Pitt County-City of Greenville Airport Authority

Date 6/15/18

I, April Cannon, a Notary Public of the County of Pitt, State of North Carolina do hereby certify that Betty Stansbury personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my signature and Notarial Seal this 15<sup>th</sup> day of June, 2018

*April Marie Cannon*



My Commission expires: March 13, 2021  
Notary Public



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Purchase of an aviation easement by the Pitt County-City of Greenville Airport Authority on City-owned land located in the approach path of Runway 8

**Explanation:** **Abstract:** The Pitt-Greenville Airport Authority would like to acquire an aviation easement over 36 acres of undeveloped City-owned land in the Phil Carroll Nature Preserve in order to remove tree obstructions in the approach path of runway 8 at the Pitt-Greenville Airport (PGV).

**Explanation:** The Pitt County-City of Greenville Airport Authority is required by the Federal Aviation Administration (FAA) to protect the aerial approaches to the PGV runways. The FAA will provide the funding for the clearing/trimming of trees located in the approach path to runway 8, including approximately 36 acres of City-owned wetland located in the Phil Carroll Nature Preserve, but has instructed the Airport to apply for the grant no later than mid-July. The parcel is located along the Tar River, immediately adjacent to Airport property, and across the river from the approach end of runway 8. The parcel is a heavily wooded undeveloped permanent wetland, and an environmental assessment for the property has been completed, with no objections by federal, state or local government agencies.

The Airport is requesting the aviation easement over 36 acres and will focus on 12 of the 36 acres. Trees within those 12 acres which are in the airspace or will grow to be in the airspace will be removed. Any tree that is removed will be cut just above the ground, and the stumps will not be removed due to buffer zone requirements and to minimize erosion. The understory or bushes will be left. Due to the difficult access to the site, it is not known how many trees will be removed.

Currently, the only access to the site is by boat since the site is so heavily wooded. With this project, the Airport will provide an access road through the site which will remain and will provide future access to the site and river.

**Fiscal Note:** The Airport Authority is offering to pay the City \$4,600 for the purchase of the aviation easement.

**Recommendation:** Staff recommends the City Council authorize the Mayor to sign a deed and any other document conveying an avigation easement (as described) to the Pitt County-City of Greenville Airport Authority, pursuant to NC General Statute 160A-274.

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ATTACHMENTS:

- ▣ **Avigation Easement - PCNP - Runway 8**

Eric S. Clark Chairman  
Buddy Zincon, Secretary/Treasurer  
Dr. James Morris  
Commissioner Jimmy Garris

Johns Banks, Vice- Chairman  
Aileen Wilson  
Mayor P.J. Connelly  
Dr. Dan Mayo



## PITT COUNTY – CITY OF GREENVILLE AIRPORT AUTHORITY

June 13, 2018

Ms. Ann Wall, City Manager  
City of Greenville  
PO Box 7207  
Greenville, NC 27835

Dear Ms. Wall,

The Pitt County-City of Greenville Airport Authority is interested in acquiring an avigation easement over a portion of the Phil Carroll Preserve at W. 5<sup>th</sup> Street (Property ID Number 22731) in Greenville, North Carolina. This acquisition is being sought by the Airport Authority in coordination with the FAA to remove tree obstructions to the Airport's airspace. The property is identified on Attachment #1.

In accordance with FAA regulations, there are many steps that were required to be performed before the Airport Authority could make an offer to purchase your property. Among those steps were: 1) Perform a survey of your property; 2) Perform an appraisal to establish fair market value; 3) Perform a review appraisal to verify the value as stated in the appraisal report; 4) Establish just compensation for the property to be acquired.

Please refer to the attached Statement of the Basis for Determination of Just Compensation (Attachment #2). This document describes the property more specifically and outlines the appraisal process in detail. The Airport Authority may only acquire the easement upon payment of just compensation to you for the fair market value of the easement required. To this end we have had your property appraised by a qualified real estate appraiser, and have determined the amount of just compensation for the avigation easement to be \$4,600.00.

The Pitt County-City of Greenville Airport Authority is therefore offering you \$4,600.00 for the purchase of the avigation easement. If you agree, please sign all three copies of the Agreement of Sale (Attachment #3) and return two copies of the executed Agreement in the enclosed envelope. The third copy is for your records. We would like your response as soon as possible, but no later than 30 days from your receipt of this letter. If you have any questions, please contact me at (252) 902-2025. Thank you for your consideration.

Sincerely,

Betty Stansbury, Executive Director  
Pitt-Greenville Airport

Post Office Box 671  
Greenville, North Carolina 27835-0671

Telephone: 252-902-2026  
Telefax: 252-758-9436





**ATTACHEMENT 1a**



**REFERENCES:**  
SEE SHEET 2

**LEGEND:**  
SEE SHEET 2

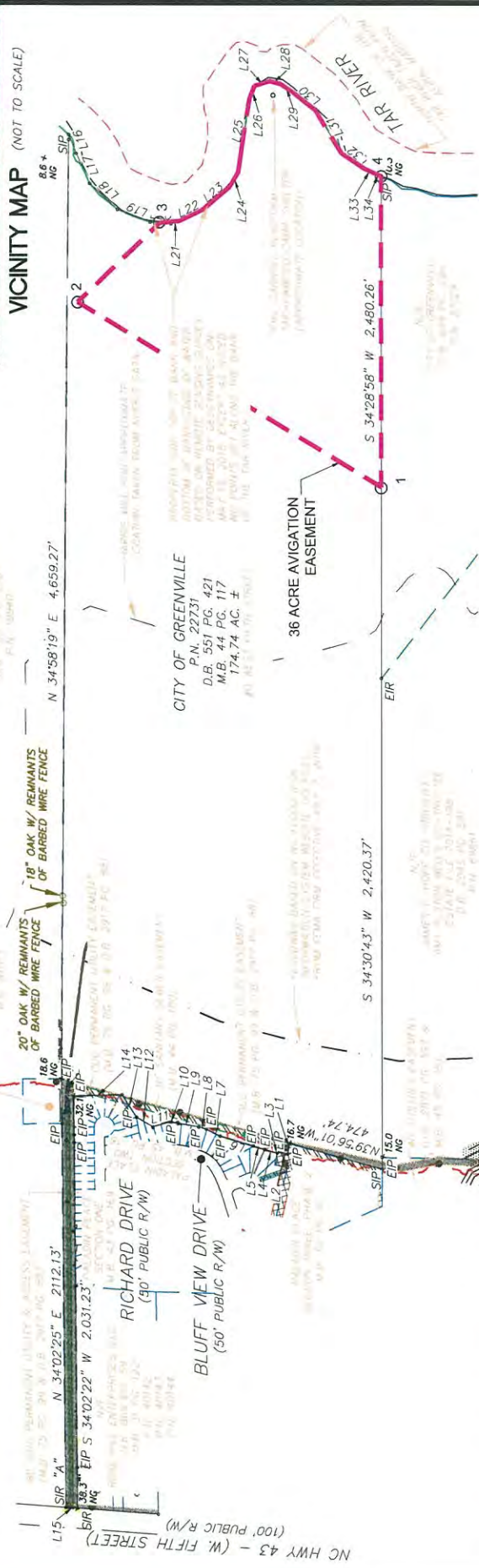
**LINE TABLE:**  
SEE SHEET 2

**NOTES:**  
SEE SHEET 2

AVIGATION EASEMENT TABLE	
AREA = .36 ACRES	
ID	HEIGHT OF ELEVATION EASEMENT ABOVE GROUND LEVEL (NAVD88)
1	91
2	92
3	77
4	59



**VICINITY MAP** (NOT TO SCALE)



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

REVISIONS:

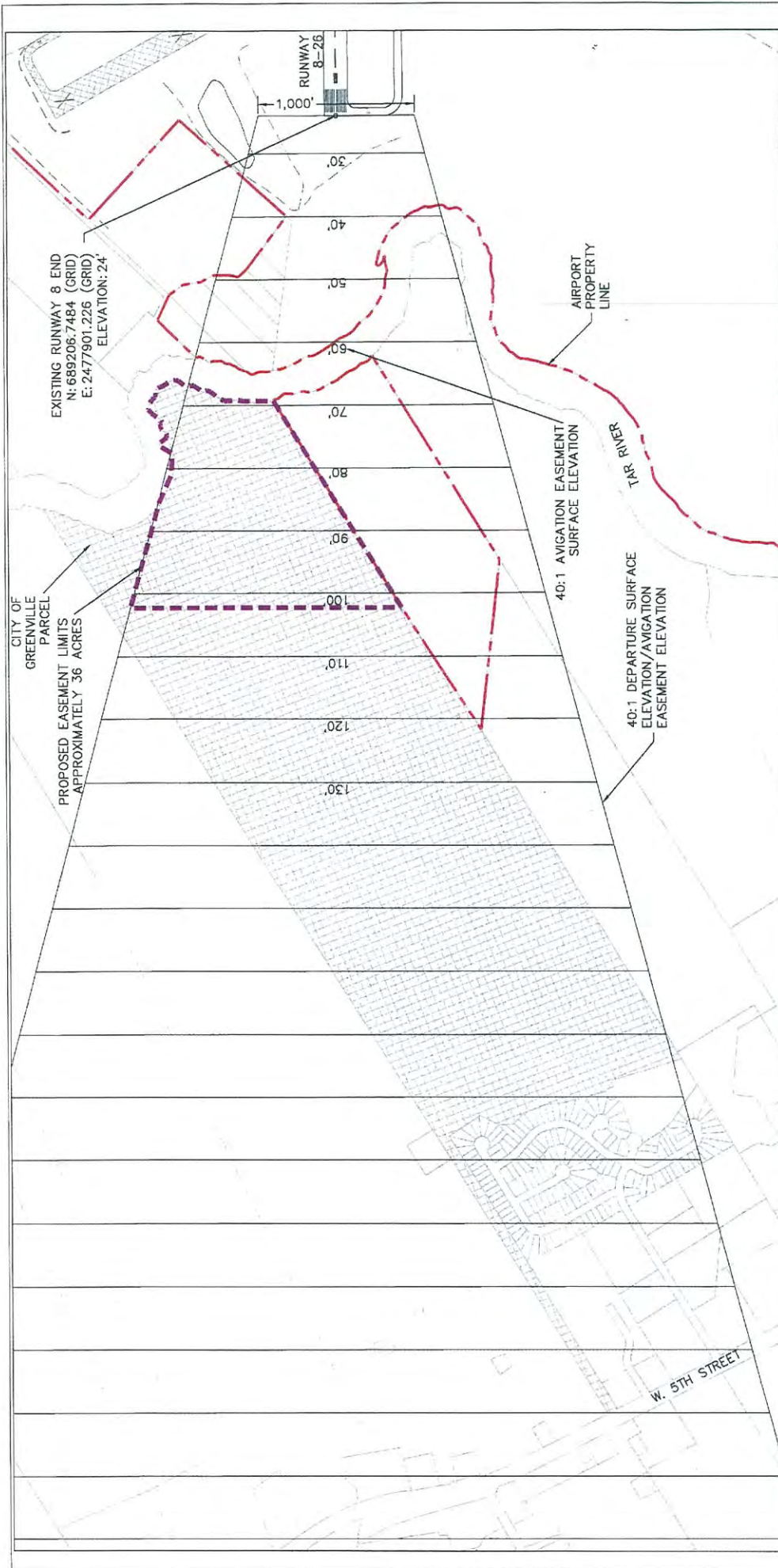
EXHIBIT MAP FOR:  
PITT-GREENVILLE AIRPORT AUTHORITY  
LAND ACQUISITION - CITY OF GREENVILLE  
CITY OF GREENVILLE  
DEED BOOK 551 PAGE 427  
#0 WEST FIFTH STREET, GREENVILLE, N.C.  
CITY OF GREENVILLE, GREENVILLE/FAUKLAND TOWNSHIP, PITT CO., NC

**Rivers**  
ASSOCIATES, INC.  
riversandassociates.com Show 910

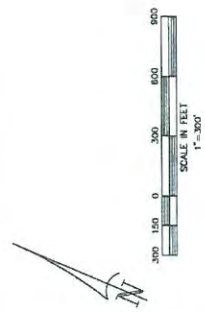
Engineers  
Planners  
Landscape Architects

107 East Second Street  
Greenville, NC 27658  
NC License: F-8334





Pitt-Greenville Airport  
**Runway 8 Departure Surface**  
**Attachment 1b**  
 June 2018  
 Talbert & Bright Inc.



ATTACHMENT # 2

STATEMENT OF THE BASIS FOR DETERMINATION OF JUST COMPENSATION:  
PITT-GREENVILLE AIRPORT  
LAND ACQUISITION

The following information is a summary of how the Pitt County-City of Greenville Airport Authority (hereinafter called the "AIRPORT AUTHORITY") arrived at a determination of a fair and, in its opinion, reasonable price (Just Compensation) for an avigation easement over the City of Greenville – Phil Carroll Preserve property near the Pitt-Greenville Airport, Pitt County, North Carolina, which has been identified on the attached map.

AVIGATION EASEMENT TO BE ACQUIRED (36 acres):

All that certain tract or parcel of land lying and being situated in the City of Greenville, Pitt County, North Carolina

Beginning at a set iron pipe located in the northern right of way of North Carolina Highway 43, said point being the southwestern corner of the now or formerly FMM Properties, LLC property recorded in Deed Book 753 Page 258, said point having North Carolina NAD83/2011 Grid Coordinates of Northing 684,286.68 US Feet, Easting 2,471,079.08 US feet; thence with the eastern line of the FMM Properties, LLC property N 34°02'25" E 1891.16 feet to an existing iron pipe marking the southwestern corner of the City of Greenville for the Use and Benefit of Greenville Utilities Commission property recorded in Deed Book 2940 Page 355; thence with the aforementioned City of Greenville property eastern line N 34°02'25" E 220.98 feet to an existing iron pipe marking the northeastern corner of the aforementioned City of Greenville property, said point being common to FMM Properties, LLC; thence with the eastern property line of FMM Properties, LLC N 34°58'19" E 4659.27 feet to a point on the southern bank of the Tar River; thence with the southern bank of the Tar River S 11°29'46" W 100.00 feet; thence S 11°04'29" W 163.81 feet; thence S 12°16'41" E 188.65 feet; thence S 34°09'13" E 175.28 feet; thence S 51°27'58" E 104.14 feet; thence S 70°38'45" E 41.43 feet; thence S 81°56'00" E 128.58 feet; thence N 84°26'42" E 179.20 feet; thence N 66°24'27" E 86.28 feet; thence N 42°49'03" E 362.72 feet; thence N 55°51'28" E 68.61 feet; thence S 75°35'50" E 80.49 feet; thence S 38°11'03" E 55.05 feet; thence S 23°16'30" E 72.56 feet; thence S 16°45'31" E 140.24 feet; thence S 02°37'23" W 248.78 feet; thence S 20°19'21" E 141.78 feet; thence S 30°22'57" E 57.26 feet; thence S 35°32'28" E 29.58 feet to a point in the western property line of the City of Greenville property recorded in Deed Book 689 Page 294; thence leaving the bank of the Tar River with the western property line of the aforementioned City of Greenville property S 34°28'58" W 2480.26 feet to an existing iron rod, said point marking the northwestern corner of the now or formerly James F. Hopf Co-Trustee and Amy Alston Wells Co-Trustee of the Phil Carroll Estate, property recorded in Deed Book 2045 Page 591; thence with the aforementioned western property line of the Phil Carroll Estate S 34°30'43" W 2420.37 feet to a set iron pipe in the northern property of Paladin Place Section Three, Phase Two, recorded in Map Book 52 Page 6; thence cornering

with the northern line of the aforementioned Paladin Place Section Three Phase 2, Paladin Place Section Two, recorded in Map Book 45 Page 16,  
N 39°56'01" W 474.74 feet to an existing iron pipe; thence S 47°28'16" W 53.28 feet to an existing iron pipe; thence N 42°34'53" W 49.89 feet to a point; thence S 48°51'55" W 6.75 feet to an existing iron pipe; thence N 39°00'09" W 64.78 feet; thence N 39°00'09" W 58.33 feet; to an existing iron pipe; thence N 39°00'09" W 171.88 feet to an existing iron pipe; thence N 28°52'04" W 76.90 feet to an existing iron pipe; thence N 37°36'59" W 38.91 feet to an existing iron pipe; thence N 45°48'42" W 136.25 feet to an existing iron pipe; thence N 45°48'42" W 8.90 feet to a point; thence  
N 70°55'09" W 89.00 feet to a point; thence N 25°20'06" W 92.00 feet to an existing iron pipe; thence N 01°59'49" E 132.99 feet to a point,  
N 57°15'09" W 239.98 feet to an existing iron pipe; the common corner of Lot 62A and Lot 62B, Paladin Place Section Two, recorded in Map Book 45 Page 16; thence cornering with the western line of aforementioned Paladin Place Section Two, Paladin Place Section One, recorded in Map Book 43 Page 169 and the now or formerly Rose Hill Enterprises, LLC property, recorded in Deed Book 869 Page 59 S 34°02'22" W 192.20 feet to an existing iron pipe; thence S 34°02'22" W 38.45 feet to an existing iron pipe; thence S 34°02'22" W 706.89 feet to an existing iron pipe; thence S 34°02'22" W 893.05 feet to an existing iron pipe; thence S 34°02'22" W 200.64 feet to a set iron rod in the northern right of way of North Carolina Highway 43; thence cornering with the northern right of way of North Carolina Highway 43 N 51°24'52" W 60.19 feet to the Point of Beginning; having an area of 174.74 acres more or less.

Being the City of Greenville property recorded in Deed Book 551 Page 421 and Map Book 44 Page 117 and shown on a Boundary Survey prepared for Talbert and Bright, Inc, titled "For Pitt Greenville Airport Runway 8 Obstruction Easement Acquisition", Rivers Drawing W-3784-A, dated June 6, 2018, marked preliminary and herein incorporated by reference.

#### AVIGATION EASEMENT (36 acres)

Upon closing, the SELLER shall convey to the AIRPORT AUTHORITY, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to the Pitt-Greenville Airport for the unobstructed passage of all aircraft, in the air space above Grantors' property above an imaginary plane beginning at the current end of Runway 8, and rising and extending one foot vertically for every 40 foot horizontally in a generally westerly direction over the Grantors' property to an infinite height above said imaginary plane. The avigation easement to be purchased is described as follows: An imaginary plane running from 91 feet above ground level (elevation 102 feet) above point "1" in a northerly direction across the City of Greenville parcel (Parcel #22731) to a point 92 feet above ground level (elevation 102 feet) above point "2" then an easterly direction across the City of Greenville parcel (Parcel #22731) to a point 77 feet above ground level (elevation 88 feet) above point "3" then in a southeasterly direction along the Tar River to a point 59 feet above ground level (elevation 69 feet) above point "4" at the southeastern corner of the parcel.

Together with the right to cause in all air space above the surface of Grantors' property such noise, vibrations, fumes, dust, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport; and Grantors do

hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport. The easement shall include all of the airspace over the easement parcel shown on Attachment 1, above the imaginary inclined plane described hereinabove and shown on Attachment 1b.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary plane, and to remove from said air space any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes. At the sole option of the Grantee, as an alternative, the Grantee may elect to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes.

In order to provide for the safe passage of aircraft, the AIRPORT AUTHORITY intends to remove entirely those trees that penetrate the imaginary plane over the approach area. If the AIRPORT AUTHORITY determines it is uneconomical or impractical to identify, locate, and cut each individual tree that penetrates the imaginary plane, the AIRPORT AUTHORITY shall have the right to cut groups of trees or specific areas of trees in order to ensure the penetrations are removed.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not suffer to remain upon Grantors' property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereinafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

This property is being acquired for the purpose of maintaining clear aircraft approach/departure zones for the Airport, thus furthering the AIRPORT AUTHORITY's desire to provide safe approaches to the Airport as required by the FAA (Federal Aviation Administration).

## BASIS FOR DETERMINATION OF JUST COMPENSATION

An appraisal was performed by an independent appraiser, with a review appraisal performed by a second appraiser. The appraiser performed an inspection of the property. The appraisal reports considered, but were not confined to, the following items:

- A. Property Description
  - 1. Owner
  - 2. Location
  - 3. Use History
  - 4. Minimum 5 Year Sales History
  - 5. Present Use
  - 6. Zoning
  - 7. Utilities
  - 8. Improvements
  - 9. Encumbrances
  - 10. Assessed Value and Annual Tax Load

Current Use of Property: VACANT LAND

- B. Highest and Best Use Analysis – VACANT LAND
- C. Approaches to Value Considered
  - 1. Cost Approach
  - 2. Sales Comparison Approach
  - 3. Income Approach
- D. Land Value Estimate by Sales Comparison (Market) Approach
  - 1. Comparable Sales Verified
  - 2. Adjustments Explained
  - 3. Data and Analysis for Each Sale
- E. Value Estimate Before the Acquisition
- F. Value Estimate After The Acquisition
- G. Reconciliation and Final Value Estimate

Based on the aforementioned appraisal and review appraisal, the following amount has been determined to be Just Compensation for the 36 Acre avigation easement per the following summary:

### **DIFFERENCE BETWEEN THE “BEFORE” AND “AFTER” VALUE**

<b>Estimate of "Before" Value:</b>	<b>\$232,000</b>
<b><u>Estimate of "After" Value:</u></b>	<b><u>\$227,400</u></b>
<b>Difference:</b>	<b>\$4,600</b>

**THE ALLOCATION**

<b>Damages to the Remainder:</b>	<b>\$4,600</b>
<b><u>Benefits to the Remainder:</u></b>	<b><u>\$0.00</u></b>
<b>Difference:</b>	<b>\$4,600</b>

This amount is not less than the approved appraisal of the fair market value for the easement being acquired. The appraiser did not consider any increase or decrease in the fair market value caused by the project for which your property is to be acquired or the likelihood that it would be acquired. In addition, no consideration is given to reasonable closing costs, which the AIRPORT AUTHORITY agrees to pay, in establishment of Just Compensation.

The offer to you is based on Fair Market Value. Fair Market Value can be defined as, "the price which the property will bring in a competitive market under all conditions requisite to a fair sale, which would result from negotiations between a buyer and a seller, each acting wisely and prudently, and without any pressure or other undue stimulus." The sales comparison approach to fair market value was the appraisal technique used in appraising the value of your land.

No owner will be required to surrender possession of real property before just compensation has been paid.

If you have any questions relative to this matter, please contact:

Betty Stansbury  
Executive Director  
Pitt-Greenville Airport  
400 Airport Road  
Greenville, North Carolina 27834  
(252) 902-2025

ATTACHMENT # 3

AGREEMENT OF SALE – City of Greenville

In consideration of the sum of four thousand six hundred dollars (\$4,600), the undersigned (hereinafter called the “SELLER”) being the owner thereof, hereby agrees to sell and convey to Pitt County-City of Greenville Airport Authority (hereinafter called the “AIRPORT AUTHORITY”) the following avigation easement as described in Attachment 2 and shown on Attachment 1, 1a, and 1b.

The following terms and conditions will apply to the avigation easement acquisition:

Upon closing, the SELLER shall convey to the AIRPORT AUTHORITY, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to the Pitt-Greenville Airport for the unobstructed passage of all aircraft, in the air space above Grantors’ property above an imaginary plane beginning at the current end of Runway 8, and rising and extending one foot vertically for every 40 feet horizontally in a generally westerly direction over the Grantors’ property to an infinite height above said imaginary plane. The avigation easement to be purchased is described as follows: an imaginary plane running from 91 feet above ground level (elevation 102 feet) above point “1” in a northerly direction across the City of Greenville parcel (Parcel #22731) to a point 92 feet above ground level (elevation 102 feet) above point “2” then an easterly direction across the City of Greenville parcel (Parcel #22731) to a point 77 feet above ground level (elevation 88 feet) above point “3” then in a southeasterly direction along the Tar River to a point 59 feet above ground level (elevation 69 feet) above point “4” at the southeastern corner of the parcel.

Together with the right to cause in all air space above the surface of Grantors’ property such noise, vibrations, fumes, dust, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Pitt-Greenville Airport. The easement shall include all of the airspace over the easement parcel shown on Attachment 1, above the imaginary inclined plane described hereinabove and shown on Attachment 1b.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors’ property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary plane, and to remove from said air space any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors’ property, together with the right of ingress to, egress from, and passage over Grantors’ property for the above purposes. At the sole option of the Grantee, as an alternative, the Grantee may elect to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors’ property,



together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes.

In order to provide for the safe passage of aircraft, the AIRPORT AUTHORITY intends to remove entirely those trees that penetrate the imaginary plane over the approach area. If the AIRPORT AUTHORITY determines it is uneconomical or impractical to identify, locate, and cut each individual tree that penetrates the imaginary plane, the AIRPORT AUTHORITY shall have the right to cut groups of trees or specific areas of trees in order to ensure the penetrations are removed.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not suffer to remain upon Grantors' property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereinafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

This property is being acquired for the purpose of maintaining clear aircraft approach/departure zones for the Airport, thus furthering the AIRPORT AUTHORITY's desire to provide safe approaches to the Airport as required by the FAA (Federal Aviation Administration).

The total purchase shall be \$4,600 to be paid to SELLER(s) according to their share of interest in said property. All expenses of examination of title and of preparation and recording of the deed shall be paid by the AIRPORT AUTHORITY. Payment of the purchase price shall be made upon transfer of title to the AIRPORT AUTHORITY. The AIRPORT AUTHORITY shall specify the place and time of closing, which shall be no later than sixty days following the date of execution of the Agreement of Sale. The SELLER agrees that this agreement shall not be revocable and that he will not sell, mortgage, encumber, or otherwise dispose of such property or any part thereof prior to said expiration date, except to the AIRPORT AUTHORITY. This Agreement shall be binding upon the SELLER and his heirs, executors, administrators, successors, and assigns.

Loss or damage to the property by any cause or reason shall be at the risk of the SELLER until title has been conveyed to Pitt County-City of Greenville Airport Authority.

SELLER: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

**PITT COUNTY-CITY OF GREENVILLE AIRPORT AUTHORITY:**

*Betty Stansbury*

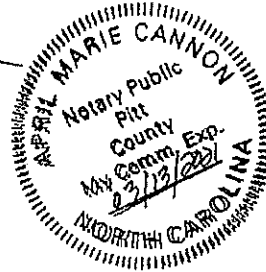
Date: 6/13/18

Betty Stansbury, Executive Director, Pitt County-City of Greenville Airport Authority

I, April Cannon, a Notary Public of the County of Pitt, State of North Carolina, do hereby certify that Betty Stansbury personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my signature and Notarial Seal this 13<sup>th</sup> day of June, 2018.

*April Marie Cannon*



My Commission expires: March 13, 2021  
Notary Public



## City of Greenville, North Carolina

Meeting Date: 6/25/2018  
Time: 6:00 PM

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**Title of Item:** Review of Civilian Police Review Boards

**Explanation:** The City Attorney's Office will present a brief PowerPoint presentation on the purpose of a citizen review board, how it operates, and how a City in North Carolina would form a citizen review board.

**Fiscal Note:** No Fiscal Impact.

**Recommendation:** The City Attorney's office requests that Council receive this report.

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