



## **Agenda**

### **Greenville City Council**

**August 20, 2018  
6:00 PM  
City Council Chambers**

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

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

## **VII. Consent Agenda**

1. Minutes from the April 12, May 10, June 14, and June 25, 2018 City Council meetings, the April 9 and May 7, 2018 City Council workshops and the January 26-27, 2018 Planning Session
2. Acceptance of a North Carolina Science Museums Grant for the STEAM Lab at River Park North
3. Award of a pre-event contract for Debris Management and Removal Services in the event of a natural disaster
4. Award of a pre-event contract for Debris Removal Monitoring Services in the event of a natural disaster
5. Resolution declaring six Public Works vehicles as surplus and authorizing disposition by electronic auction

## **VIII. New Business**

6. Presentation on North Carolina Global Transpark - Allen Thomas, Executive Director
7. Approval to purchase replacement vehicles and equipment for various City departments
8. Budget ordinance amendment #1 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Capital Projects Funds (Ordinance #17-024), the Special Revenue Grant Fund (Ordinance #11-003), and the Greenways Capital Project Fund (Ordinance #12-007)

## **IX. City Manager's Report**

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

## **XI. Adjournment**



## City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

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**Title of Item:** Minutes from the April 12, May 10, June 14, and June 25, 2018 City Council meetings, the April 9 and May 7, 2018 City Council workshops and the January 26-27, 2018 Planning Session

**Explanation:** Proposed from the April 12, May 10, June 14, and June 25, 2018 City Council meetings, the April 9 and May 7, 2018 City Council workshops and the January 26-27, 2018 Planning Session are presented for review and approval.

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

**Recommendation:** Review and approve proposed from the April 12, May 10, June 14, and June 25, 2018 City Council meetings, the April 9 and May 7, 2018 City Council workshops and the January 26-27, 2018 Planning Session

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### ATTACHMENTS:

- ▢ Proposed\_Minutes\_for\_April\_12,\_2018\_City\_Council\_Meeting\_1085796
- ▢ Proposed\_Minutes\_of\_the\_May\_10,\_2018\_City\_Council\_Meeting\_1081126
- ▢ Proposed\_Minutes\_of\_the\_June\_14,\_2018\_City\_Council\_Meeting\_1082956
- ▢ Proposed\_Minutes\_of\_the\_June\_25,\_2018\_City\_Council\_Meeting\_1085138
- ▢ Draft\_April\_9\_2018\_City\_Council\_Workshop\_Minutes\_1080666
- ▢ Draft\_Minutes\_of\_the\_May\_7,\_2018\_City\_Council\_Workshop\_1085805
- ▢ Proposed\_Minutes\_of\_the\_January\_26-27,\_2018\_Planning\_Session\_1078719

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, April 12, 2018



A regular meeting of the Greenville City Council was held on Thursday, April 12, 2018 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 pm and gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

Mayor Pro-Tem Rose H. Glover

Also Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Wall stated that there is a request for continuance of one of the items under Public Hearings.

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

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**PUBLIC COMMENT PERIOD**

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Carlos Romero -101 David Drive

Mr. Romero stated that at the April 7, 2018 meeting of the City Council, comments were made during the Public Comment Period about the entertainment in Greenville not being inclusive, as well as police profiling. Three years ago, he attended the final meeting before the public regarding Raleigh's uptown renovations and he was part of suggesting that a bridge should be constructed over the railroad. The purpose of that was to draw a diverse public to the uptown area. Greenville has many people trying to get from and to the Vidant Medical Center, Raleigh, and Wilson via Amtrak. He suggested that the City should provide funds to bring in the rail spur along with the anticipated bus terminal at the G. K. Butterfield Transportation Center.



Mr. Romero stated that while he was Facebook live streaming at City Hall, the Police Department was called and he was questioned about his presence in the building. Even though he received permission to be at City Hall and may not look like a chief technical officer of a company, this is an example of profiling people as reported by several individuals at one of the recent City Council meetings.

Dillon Godley - 1560 - 107 Wimbledon Drive

Mr. Godley thanked and gave support of the Greenville Police Department. Citizens of Greenville should be grateful of the class of professionalism and competence at the Greenville Police Department.

Kevin Rust – 2001 Woodwind Drive

Mr. Rust commended the Greenville Police Department for its services. In the last 18 months, he has contacted the GPD on three occasions and they have responded to minor issues with absolute seriousness and respect. The police officers are very courteous to him and his family.

P. J. Connelly – P. O. Box 7207

Mayor Connelly made comments about his being a father of two daughters (two and five year-old). He loves being a father and is fortunate to have two beautiful children.

John Richod – No Address Given

Mr. Richod commended and thanked the Greenville Police Department for making East Carolina University students feel safe. He reported that during this past weekend, an incident occurred downtown while his parents were visiting him. His mother’s car was parked at Five Point Plaza and she was actually escorted to her car by a police officer. Regardless of the situation, which was under control by the GPD, his mother stated that she felt safe during her stay in Greenville.

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**SPECIAL RECOGNITIONS**

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National Public Safety Telecommunicators Week – April 8-14, 2018

Mayor Connelly recognized the public safety telecommunicators for their service to the City of Greenville and read the following proclamation:



OFFICE OF THE MAYOR, CITY OF GREENVILLE

# Proclamation

**WHEREAS**, each year, the second full week of April is dedicated to the men and women who serve as Public Safety Telecommunicators. It was first conceived by Patricia Anderson of the Contra Costa County (California) Sheriff's Office in 1981 and was observed only at that agency for three years;

**WHEREAS**, members of the Virginia and North Carolina Chapters of the Association of Public-Safety Communications (APCO) became involved in the mid-1980's. By the early 1990's, the National APCO organization convinced Congress of the need for a formal proclamation;

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services. When an emergency occurs, the prompt response of police officers, firefighter, and paramedics is critical to the protection of life and preservation of property;

**WHEREAS**, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Greenville Police-Fire Communications Center;

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services;

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety;

**WHEREAS**, Public Safety Telecommunicators of the City of Greenville have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

**NOW, THEREFORE**, I, P.J. Connelly, Mayor of the City of Greenville, NC, do hereby proclaim the week of April 8 - 14, 2018, as

## **PUBLIC SAFETY TELECOMMUNICATORS WEEK**

in Greenville in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

This 8th day of April, 2018.

P.J. Connelly, Mayor



Recognition of Greenville Police Department for Response to the AMC Theater Shooting on February 23, 2018

Mayor Connelly stated that on February 23, 2018, the Greenville Police Department (GPD) received a call about gun shots fired at the AMC Theater on Firetower Road. Police communications alerted police officers of the incident and they responded quickly to the theater. When the initial police officers arrived at the theater, they began searching for a shooter and anyone who may have been injured. As other police officers arrived, the entire business was searched and cleared. The East Carolina University Police, North Carolina Highway Patrol, and Pitt County Sheriff's Office assisted with traffic direction, interior and exterior security, and scene management.

Mayor Connelly stated that once the GPD detectives arrived at the scene, police officers had gathered sufficient information and witnesses to provide to the detectives. Within the first day of the investigation, the detectives were able to identify the shooter and accomplice. Both were charged for their involvement in the incident. With the recent active shooter incident, all law enforcement across the country is on high alert.

Mayor Connelly stated that the GPD's police officers and telecommunicators displayed, as evidenced by the immediate response into the theater, their active shooter training as well as tremendous bravery and willingness to protect the citizens of Greenville.

Mayor Connelly commended the police officers for their outstanding response to this incident, and he stated that law enforcement partnerships are instrumental for the safety of the citizens.

Chief Holtzman made comments about the public safety agencies working together during the incident. Also, he thanked the citizens who spoke during the Public Comment Period about the GPD.

City Manager Wall thanked the GPD for its great work done on a daily basis and praised them for their response to this incident at the theater.

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**APPOINTMENTS TO BOARDS AND COMMISSIONS**

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Board of Adjustment

Council Member Litchfield continued the appointment of Thomas Taft, Jr's seat.

Community Appearance Commission

Council Member Smiley made a motion to:

- Appoint Byron Aynes to fill an unexpired term that will expire April 2020 in replacement of Angelica Diaz, who had resigned



- Appoint Meredith Fisher to fill an unexpired term that will expire July 2018 in replacement of Ryan Naziri, who had resigned

Council Member Litchfield seconded the motion and it carried unanimously.

Environmental Advisory Commission

Council Member Meyerhoeffer continued all appointments.

Historic Preservation Commission

Council Member Litchfield made a motion to reappoint Justin Edwards to a first three-year term that will expire January 2021. Council Member Smiley seconded the motion and it carried unanimously.

Human Relations Council

Council Member Smith made a motion on behalf of Mayor Pro-Tem Glover to appoint Martin Montelongo to fill an unexpired term that will expire September 2019 in replacement of Jessica Stokes, who had resigned. Council Member Smiley seconded the motion and it carried unanimously.

Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer continued all appointments.

Planning & Zoning Commission

Council Member Bell made a motion to appoint Max Joyner, III to fill an unexpired term that will expire May 31, 2020 in replacement of William Bell, who had resigned. Council Member Smith seconded the motion and it carried unanimously

Police Community Relations Committee

The appointment of Leonard Naipaul’s seat was continued to the next meeting.

Recreation & Parks Commission

Council Member Litchfield continued the appointment of Elizabeth B. Seda’s seat.

Youth Council

Council Member Smith made a motion on Mayor Pro-Tem Glover’s behalf to appoint Landen House to fill an unexpired term that will expire September 2018. Council Member Bell seconded the motion and it carried unanimously.

All remaining appointments were continued to the next meeting.

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**NEW BUSINESS**

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PUBLIC HEARINGS





ORDINANCE TO ANNEX ARBOR HILLS SOUTH, PHASE 6, INVOLVING 4.9072 ACRES  
LOCATED AT THE CURRENT TERMINUS OF ROCKLAND DRIVE – (Ordinance No. 18-018)

Planner II Chantae Gooby delineated the property on a map and stated that this annexation is located in the eastern section of the City. This annexation is specifically located off of Eastern Pines Road. It is anticipated that the almost 5-acre property would accommodate 23 single-family homes. The property would be located in Voting District 4 and the estimated tax value would be \$4.4 million.

Council Member Smiley asked about the watershed flow for this location.

Planner Gooby responded that Michael Baldwin said that the watershed flow is into Hardee Creek.

Mayor Connelly declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Smiley and seconded by Council Member Bell to approve the annexation request. Motion carried unanimously.

ORDINANCE REQUESTED BY ARLINGTON CROSSING, LLC TO REZONE 5.498 ACRES  
LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF WEST ARLINGTON BOULEVARD  
AND ADJACENT TO THE NORFOLK SOUTHERN RAILROAD FROM MO (MEDICAL-OFFICE)  
TO MCG (MEDICAL-GENERAL COMMERCIAL) – (Continued Until May 2018)

City Manager Wall stated that staff received a letter from the applicant asking the City Council to continue this item.

Mayor Connelly solicited comments from those in the audience who were in support of or in opposition to the rezoning.

Michael Baldwin asked that the City Council recognize the applicant's request for continuance to this rezoning.

There being no further comments, the period for comments from the audience was closed.

Motion was made by Council Member Smiley and seconded by Council Member Litchfield to continue this item until May 2018. Motion carried unanimously.

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE A TOTAL OF 55.957  
ACRES LOCATED BETWEEN WEST ARLINGTON BOULEVARD AND SPRING FOREST  
APARTMENTS AND CONDOMINIUMS AND ALONG THE NORFOLK SOUTHERN RAILROAD  
FROM MO (MEDICAL-OFFICE) AND RA20 (RESIDENTIAL-AGRICULTURAL) TO MCH  
(MEDICAL-HEAVY COMMERCIAL) FOR TRACT 1 – 12.243 ACRES, MCG (MEDICAL-GENERAL



COMMERCIAL) FOR TRACT 2 – 22.041 ACRES, AND MR (MEDICAL-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) FOR TRACT 3 – 21.673 ACRES - (Ordinance No. 18-020)

Planner II Chantae Gooby delineated the property on a map and stated that this rezoning is located centrally in the City, specifically along Arlington Boulevard. Tract 1 is closer to Arlington Boulevard, and the rezoning request is for Medical-Heavy Commercial. The rezoning request for Tract 2 is Medical-General Commercial and Tract 3 is for High Density Multi-Family.

Planner Gooby stated that currently this property is farmed. The single-family home is not included in this request. The northwest corner of Tract 3 is impacted by the floodway and floodplain. The Green Mill Run Watershed is located in the area. This rezoning request is for Commercial and Multi-Family. It is anticipated to generate about 14,000 trips per day. Currently, there is a stub-out from Gabriel Drive that will ultimately connect to Arlington Boulevard. It should align in some pattern to the entrance of Physicians East.

Planner Gooby stated that Tracts 1 and 2 (34 acres) would be 276,000 square feet of retail, fast food and conventional restaurants, personal services (hair and nails), a daycare center, and mini-storage. This location would be similar to the Target Center (approximately 36 acres and 232,000 square feet).

Planner Gooby stated that it is anticipated that Tract 3 would accommodate 260-300 Multi-Family units. The Future Land Use Map recommends mixed use in the quadrant of Arlington Boulevard, Dickinson Avenue, along Spring Forest Road and the railroad tracks. Mixed use is described as a place to live, work, and shop and the primary uses are Office, Commercial, and Multi-Family.

Planner Gooby stated that in staff's opinion, this rezoning request is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Council Member Smith asked whether there are any plans for exits to be on Dickinson Avenue, due to the count as far as traffic.

Planner Gooby responded no. There is Multi-Family to the south. Eventually, there might be some internal connection possibly to the corner, but at this point it is unknown where things are going to link to Dickinson Avenue. Spring Forest Road, a linear street between Gabriel Drive and Arlington Boulevard, is going to allow people to go left and right of it.

Council Member Smith asked about the number of trips on Dickinson Avenue and Arlington Boulevard.

Traffic Engineer Rik DiCesare responded that to answer the question regarding an access, there is a stub-out on Spring Forest Road straight down to the parcel. The City would want to provide that internal connection to this tract of land into the infrastructure roadway that may go into that parcel. That being said, this provides access to Dickinson Avenue via



Spring Forest Road and Arlington Boulevard by direct connection. Spring Forest Road actually intersects Arlington Boulevard up to two spots to the north through that neighborhood

Traffic Engineer DiCesare stated that when these analyses are done, the existing zoning versus the proposed zoning are compared. Staff assumed a certain percentage north of the access and a certain percentage south of the access. The real numbers that make up the 14,000 trips per day are 7,000 to Arlington Boulevard north and 7,000 south of the site. It is not 14,000 to one link. That is 80% that staff assumed and the other 20% would probably go through the Spring Forest Road connection or people could go to Arlington Boulevard and Dickinson Avenue.

Traffic Engineer DiCesare stated that the existing current ADT on Arlington Boulevard is about 29,000. Stantonsburg Road's ADT is 21,000 and 10<sup>th</sup> Street ranges from 19,000-34,000. Dickinson Avenue is a significant corridor compared to the other corridors that carry that volume. That 7,000 north and south of the access drive is a 23% increase over the current ADT. Arlington Boulevard is at its capacity now at 29,000.

Traffic Engineer DiCesare stated that future section for this roadway would be the typical four-lane boulevard with grass or concrete medians. The future volume would increase to 40,000 when that happen. Today, Arlington Boulevard is pretty much at capacity as a roadway section. That does not refer to the intersections, which define that link because those could be operating less or more.

Council Member Smith asked about staff's opinion compared to the maximum of 29,000 trips per day and this road is going to come out on Arlington Boulevard.

Traffic Engineer DiCesare stated that this rezoning is always a comparison of what is there today versus what the proposed zoning could be. That comparison shows that if it was maxed out under today's zoning, it would be 4,400 and under the proposed zoning, it could be 22,000. That difference between the current zoning and the proposed zoning is 17,000.

Council Member Smiley stated that the expansion to the ultimate thoroughfare street section, which would be the raised median, would provide the designed capacity that would essentially be required, if the rezoning request was approved. Council Member Smiley asked whether a larger right-of-way would not be required.

Traffic Engineer DiCesare responded that a larger right-of-way may be required. He is unsure because the medians according to complete street compliance are not just a 12-foot lane that might be in the center now and the City would consider putting a median within that shadow. There are 16-17 feet depending on what staff is balancing as far as left turns, and that lesson was learned from Evans Street.



Council Member Smiley stated people would turn south on Spring Forest Road to go to Dickinson Avenue. If people would turn north, they do not go to Arlington Boulevard but they would go to Stantonsburg Road.

Traffic Engineer DiCesare responded that is correct. There are two, John Hopkins Drive and a split off the north through that neighborhood.

Council Member Smiley stated that there is a medical park in that area.

Traffic Engineer DiCesare responded that is correct.

Council Member Meyerhoeffer asked about the timeframe to build Arlington Boulevard to a four-lane boulevard.

Traffic Engineer DiCesare responded that when these numbers are generated, staff looks at the worst condition. Staff cannot really define sharply until a site plan is received showing the access points. The more access points there are the more it is going to distribute. When a traffic impact analysis is done, which this one would definitely require, the spine road through this must be defined.

Traffic Engineer DiCesare stated that regarding a large development similar to this one, typically the developer is going to design a spine, which allows for multi-use within the development. Uses that will generate internal trips would be selected. When a traffic analysis is done, there is a certain percentage that is deemed in the passing traffic stream. This does not address that. This is the worst case number possible.

Traffic Engineer DiCesare stated that the other thing that is credited in a traffic analysis is an internal capture rate. One person could come in and visit other stores and businesses turning three trips to one. 14,000 is just the worst case and not taking any credit for that. When a traffic analysis is done based on the site plan in-hand, which would be fine-tuned, the number would not be 14,000.

Council Member Meyerhoeffer stated that a site plan would be needed to determine if and where stoplights may or may not be needed.

Traffic Engineer DiCesare responded that there would be obvious places. Physicians East has asked the City in the past for a signal there and making that a contact point has been discussed. In fact, the traffic volumes alone for Physicians East would probably not warrant a signal whereas, this development along with Physicians East traffic volumes would. Additionally, there could be a need for a signal at Spring Forest Road.

Council Member Bell stated that he is aware that the City is multiple years out for this potential project being finished as well as the Southwest Bypass Project. Council Member Bell asked whether it is anticipated that the Southwest Bypass will alleviate some of the congestion on Arlington Boulevard.



Traffic Engineer DiCesare responded that staff has not looked at what the impact would be specifically from the Southwest ByPass Project.

Council Member Smiley asked would the site plan be limited by a traffic analysis.

Traffic Engineer DiCesare responded that a traffic analysis would drive the mitigation of the project.

Council Member Smiley stated that if there is a lot of traffic coming out there, and then staff would ask for additional design items to mitigate the impact of the traffic. Council Member Smiley asked what might be those design items.

Traffic Engineer DiCesare responded that there would be an auxiliary right-turn lane going into that driveway. There is already a left-turn lane because of a five-lane section so that would not be needed. It may show the need of an extra lane at the consent and Arlington Boulevard. Maybe the distribution is all coming from that direction and the left-turn gets increased by 200 vehicles in an hour. That would drive the need of widening at the intersection.

Council Member Meyerhoeffer asked whether the City faced the same daunting traffic issues at that corner when the Target Center was developed and the City seems to be managing the traffic fine.

Planner Chantae responded that was actually the Eveready Battery Company. Target has multiple egress and ingress points and is similar to the proposed site in many facets.

Council Member Meyerhoeffer asked is there something that could be learned from the traffic flow from the Target Center or any other location in the City. Council Member Meyerhoeffer stated that the City seems to have a workable intersection and traffic pattern on Greenville Boulevard and Evans Street at the Target Center area.

Traffic Engineer DiCesare responded that what can be learned is it is better for a large development to be on a corner with access to two major thoroughfares, whereas the proposed rezoning is not.

Council Member Meyerhoeffer stated having no light on Dickinson Avenue could be compared to Greenville Boulevard where there is no traffic light entering the shopping center.

Planner Gooby stated that going toward Greenville Boulevard that is a mandated right-hand turn. When leaving the Target Center, no left-hand cannot be made and the medians are there, therefore, people are forced to turn right.

Traffic Engineer DiCesare stated that part of any mitigation plan is going to suggest median somewhere at least protecting minimally the boundary of that newly signalized



intersection, if that is what happens. There will be median there at some length to protect and ensure that there no left ins and outs within the boundary of that intersection. It could target Dickinson to have a median on that approach especially if it went to dual lefts, if that shows up in the analysis.

Traffic Engineer DiCesare stated that the traffic consultant's responsibility is to give the recommendations needed to return a framed roadway to an acceptable level of service, and that is traditionally a level of service "D". The traffic consultant's recommendations are reviewed by the City and State, and then both say that is not enough and something else is needed as well. That is typically what happens.

Council Member Smiley asked staff to discuss briefly what the medical aspects of all these proposed zonings are and how Heavy Commercial is distinguished from Medical-Heavy Commercial or how General Commercial is distinguished from Medical-General Commercial.

Planner Gooby responded that there are certain uses that are essentially weeded out from full-fledged Heavy Commercial and Medical-Commercial. That is why there is that distinction and there is that difference between Heavy Commercial and Medical-Heavy Commercial and the same with General Commercial and Medical-General Commercial.

Council Member Smiley asked whether there is anything special status granted to this road due to the fact that it leads directly to the Vidant Medical Center's Emergency Room.

Traffic Engineer DiCesare stated that could be an emergency route just for that reason, but he is unaware if the road is actually designated as that.

Planner Gooby stated that while the request is for Commercial and Multi-Family, those are the traffic generators. However, this is still 55 acres of property in a unique situation. It will never have a hard corner because some of the hard corner to the south is permanent. There is a unique set of characteristics with this property. This is a piece of property that is kind of hemmed in by factors that cannot be controlled in some ways.

Council Member Smiley asked what would those unique conditions imply or suggest.

Planner Gooby responded that the property is 55 acres, it is linear, close to the hospital, and it does not have a hard south connection. Also, the requested zonings are going to be high traffic generators, and that will probably always show up to be there. Currently, it is farmland and has been that way for a long time, but obviously the fruit has ripen and something wants to go there and anyone who wants to develop it is going to look for something very intensive. Not to say this is a perfect request, but it is a request in demand with the frontage and the amount of acreage and location.

Mayor Connelly declared the public hearing open and solicited comments from the audience.



Michael Baldwin spoke on behalf of his client, Woody Whichard of Happy Trail Farms, LLC, stating that people who know more about zoning than him have stated that every book says that zoning should never be denied because of traffic. If a message is sent out to the developers and investors who are interested in growing Greenville that the City is turning away those people because of traffic, development would be run out of Greenville.

Mr. Baldwin stated that he had discussions with City staff and the Vidant Medical Center's staff about a possible traffic signal at the intersection. All the people residing in the backside of Lake Ellsworth can now shop and work without ever getting on a thoroughfare again.

The traffic will be mitigated and he anticipates a full right-hand turn lane down the entire stretch of Arlington Boulevard.

Mr. Baldwin stated that he provided the City Council with a copy of a letter from the Dean of School of Medicine about this site and rezoning request. He is excited about what it could lend the employees and students at the School of Medicine and the Vidant Medical Center's employees could have places to dine, shop and other things without having to travel extensively.

Mr. Baldwin stated that the Planning and Zoning Commission unanimously approved the rezoning request. With Physicians East onboard with the stoplight and with the TIA most likely approving the warrants for the stoplight, the traffic mitigation will be in place. This is a large piece of land and this is at least a 10-year project.

Mr. Baldwin stated that the stubs have been put in for the interconnectivity. Because the Watershed is Green Mill Run, the applicant would have to comply with the newer and more stringent rules of the City's stormwater ordinance.

Mr. Baldwin stated that the most intensive uses are unfortunately what the applicant has to give the City for the traffic impact. The zoning is transitional.

There being no further comments, the public hearing was closed.

Council Member Smiley asked whether it is correct that the City Council should not consider traffic when considering a zoning. Could the City Council deny a zoning request because of traffic issues?

Planner Gooby stated that traffic issues having impact on streets and neighboring properties is taken in consideration by the comprehensive plan and those recommendations. Traffic is a reasonable consideration.

Council Member Smiley stated that traffic is a valid consideration with this issue.

Senior Planner Gooby responded that is correct.



City Attorney Emanuel McGirt stated that zoning is a power, a legislative decision, and the City Council can consider traffic impacts.

Mayor Connelly stated that the only way to probably lower the traffic count is to change the zoning to more of a residential feel.

Planner Gooby responded that the property as it is now could be rezoned for Single-Family lots, 10,000 square feet lots. For example, there could be four lots per acre such as 55 acres and the count for Single-Family would be eight trips. Even a Single-Family rezoning request generates traffic.

Mayor Connelly asked whether the Future Land Use Plan would call for a zoning of the proposed rezoning request.

Planner Gooby responded that is correct. It would be a mixture of different uses.

Council Member Smiley stated that there is an option for mixed use high intensity and the request does not call for that. The comprehensive plan does envision that there is a cap on the intensity that the City would want to see on the property, presumably because of road networks, drainage, and proximity to a medical center. There are a lot of other reasons that the City might not want the highest possible intensity use in this location.

Planner Gooby stated that this is more indicative of this mixed use in the category. Intensity is important, but she feels that this was intended to represent sort of a mixture of different uses as opposed to having all Commercial.

Mayor Connelly asked whether the proposed zoning is high intensity.

Planner Gooby stated that it does stagger.

Council Member Bell stated that the Council Members on their campaign trail discussed how excited they were to be business-friendly and to see smart development in the City, including the walkable and bicyclable aspects. He feels that this rezoning request falls in line with those items. The City staff has recommended the approval of the rezoning request and it falls in line with the Horizon Plan.

Motion was made by Council Member Bell and seconded by Council Member Litchfield to approve the rezoning request.

Council Member Smiley stated that obviously, there are analyses that could be done to determine what the impact of this level of development would be on some roads which are quite busy presently, lead directly to the City's medical center, serve as commuter routes for a huge number of people in the City, and the City is in the process of to rebuild over the next few years. There are reasons to want to gather more information about this rezoning request instead of approving the request right now.





There being no further discussion, the motion passed with a 4:1 vote. Council Members Smith, Bell, Meyerhoeffer, and Litchfield voted in favor of the motion and Council Member Smiley voted in opposition.

ORDINANCE REQUESTED BY ALICE C. GLENNON TO REZONE 0.94+/- ACRES LOCATED ALONG HOOKER ROAD BETWEEN MAY AND IONE STREETS FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO CH (HEAVY COMMERCIAL) - (Ordinance No. 18-020)

Planner II Chantae Gooby delineated the property on a map and stated that this rezoning is located in the central section of the City, specifically along Hooker Road. There are two warehouses within the block, but this particular rezoning is only dealing with only one of them. There are mainly commercial and a couple of industrial uses in this area and residential is to the South.

Planner Gooby explained that since this request is going from one commercial district to a different one, there is really is not an anticipated increase in traffic. Therefore, a traffic report was not prepared.

Planner Gooby stated that currently this area is zoned Downtown Commercial Fringe, which has been the zoning of this property and area basically since development from the 1960s. The requested Heavy Commercial zoning does not allow Residential, but it does allow a few uses in excess of the current zoning. Regarding mixed use high intensity in this particular area, it is referring to the Dickinson Avenue Corridor especially where it meets Memorial Drive. However, when it moves south, it moves into mixed use then that stops at the Tucker Circle Subdivision.

Planner Gooby stated that the mixed use character describes an area to live, work and shop so there are uses from Office, Commercial, or even Multi-Family uses within that. In staff's opinion the request is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use Plan.

Mayor Connelly declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Smiley and seconded by Council Member Bell to approve the rezoning request. Motion carried unanimously.

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**OTHER ITEMS OF BUSINESS**

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### RECOMMENDATION BY THE HISTORIC PRESERVATION COMMISSION TO UPDATE THE FAÇADE IMPROVEMENT GRANT GUIDELINES

Chief Planner Thomas Weitnauer stated that the Façade Improvement Grant Program began in 1997. The last time these guidelines were updated were in 2008. The term, façade, is usually the front wall primarily, but there are also grants available for other walls of a building.

Motion was made by Council Member Smith and seconded by Council Member Smiley to approve the recommendation from the Historic Preservation Commission to update the Façade Improvement Grant guidelines.

Council Member Smiley asked about the long term life of the Façade Improvement Grant Program. He asked about how much money the City has put in versus how much the City's return has been.

Chief Planner Weitnauer responded that between 1997 and 2017 \$307,246 in federal grants have been awarded and \$1,580,000 of private investment has been spent by federal grant recipients which represents for every dollar awarded, the recipients spent an additional \$5.14. The recipients want to thank the present and past Council Members for continuously funding this valuable program.

Council Member Smiley stated that the Façade Improvement Grant Program is wonderful and the City should be doing as much as possible to support this program.

There being no further discussion, the motion passed unanimously.

### DISCUSSION OF PROCESS TO BID OUT CITY'S BANKING SERVICES

Assistant City Manager Michael Cowin stated that currently, the City of Greenville uses Wells Fargo for the majority of its banking services, which includes general banking, investment banking, purchase cards, transfers and wires, and check writing and issuance. As of March 31, 2018, the City had approximately \$5 million on deposit with Wells Fargo. The Government Finance Officers Association (GFOA) recommends that periodically the City should review its bid or request for proposal (RFP) process for banking services. Staff tends to review those banking services with concerns to the internal control that they have over those services.

Assistant City Manager Cowin explained that the procurement process would include a RFP to investment banking service providers. The City last issued such a RFP in 2011. The reasons to bid out banking services are: 1) to ensure financial fiscal transparency, 2) to ensure that the City is receiving the most cost effective level of banking services, 3) to ensure that the City is protecting and safeguarding the assets of the City, and 4) to ensure a commitment to its local community. The RFP process, if the City Council would choose to move forward, staff would look at establishing criteria whereby the financial institutions



would be evaluated. Those criteria would be the likes of the services required, the fees, earning rates, availability for schedules for deposits, the credit worthiness of the financial institutions, levels of customer service, and community involvement.

Assistant City Manager Cowin displayed and summarized the following overview of steps that would be followed in order to do a RFP process:

## **CITY BANKING SERVICES PROCESS TO BID**

### **Steps to the RFP Process:**

- 1. Form Selection Committee (Financial Services Dept & City Manager's Office)**
- 2. Develop RFP (Utilize Sources Such as GFOA, Other Local Governments)**
- 3. Create a Rubric by Which RFP Criteria Will be Evaluated**
- 4. Issue RFP**
- 5. Evaluate Results of RFP and Establish Interviews w/ Prospective Financial Institutions**
- 6. Score the Rubric for Each Institution**
- 7. Report the Results Back to Investment Committee for Discussion and Recommendation**
- 8. Present RFP to Council for Discussion and Approval of Contract**

Council Member Smiley stated that it seems as though every year when going through the Audit Committee that any time there is a change in the way the City conducts its affair, a new accounting system is upgraded or something else happens. The auditors will run a new set of tests and then sometimes that adds to the cost. Council Member Smiley asked whether this bid out process is likely to have an impact on those costs as well.

Assistant City Manager Cowin responded that this would not have an impact on those costs. When the City converted its financial system, basically a whole new system was set up of internal controls and procedures. The City went from a paper system to a significant computerized system and a lot of audit work was entailed to make sure those internal controls were working. That added at least \$25,000, if not up to \$40,000 to that year's contract for auditing services. The internal controls are already in place with concerns to the dollars that are coming in and out. There would be an additional testing to make sure that the balances were actually transferred in and out appropriately. Other than that there would be no significant additional work or cost.

Council Member Meyerhoeffer asked whether there is a recommended period when the City should be doing a RFP. Is there a federal or state standard?



Assistant City Manager Cowin responded that there is no one standard. With concerns to such services, the City is creating a relationship so it is not one of those situations where, in his opinion, every one, two, and even three years the City would want to go through the level of review and analysis. This is a major undertaking. Anyone who ever changed banks from their personal life knows that in today's world of online banking and different kinds of wires and transfers set up, that takes time.

Assistant City Manager Cowin stated that the RFP steps alone would probably take about 2-3 months of bidding out, doing the evaluations, and taking them back to the Investment Committee and City Council. Another month or so would be required to make the conversion. Overall, anywhere routinely from 5-10 years would be a range for the City Council to take a look at the City's banking services.

Assistant City Manager Cowin stated that as stewards of the citizens' resources and taxpayers' dollars, the City owes it to the community to be looking at all of its relationships. Also, the City Council should make sure that the City is procuring these services in a very open and fair matter and looking out for the best interest and getting the best rates, and minimizing the costs of those deposits and checks that are being written.

Council Member Meyerhoeffer asked whether staff has any information pertaining to other municipalities within the State of North Carolina or the City's peer cities. Are other municipalities primarily using banking services from local banks or are they primarily using big national banks such as Wells Fargo?

Assistant City Manager Cowin stated that staff could do a survey and find out about the relationships and distribution.

Council Member Litchfield stated that when the City goes through this process, there are both qualitative and quantitative measures to be considered and values must be placed on both. Throughout the process of evaluating those measures, he feels that the City will come to the conclusion that changes need to be made with those relationships or to remain with the current relationships. With any service that any organization is providing to the City, the City Council need to make sure that they are providing the most value to the City and citizens at any given time.

Assistant City Manager Cowin stated that staff will look at the providers comprehensively, across the board. A lot of this is about customer service and interviews, but a lot is from reference checks as well. The City cannot look at it from one specific area of criteria. Fees, the return received from deposits, and rate received on banking cards must also be considered as well

Council Member Litchfield asked whether staff's recommendation is to look at maybe a seven-year timeframe.

Assistant City Manager Cowin responded that timeframe would make him feel comfortable.



Council Member Litchfield stated that the City reserves the right at any time to change its banking relationship during a seven-year period or any service for that matter. If an organization is not holding up to the City's expectations, the City has the ability at any time to replace any relationship.

Assistant City Manager Cowin responded that is correct.

Council Member Smiley stated that seven years would be fine, and as part of this process he encouraged staff to work with the Investment Advisory Committee to come up with a recommended period for review. In his opinion, this should not be driven by a precipitating event. The City does its compensation studies every ten years and the true up every five years and they are not done because something happens. It is done because the City has policy for reviewing those on a regular basis.

Mayor Connelly stated he requested that this item be placed on the agenda because he feels it is great idea and an opportunity as a community to analyze the City's relationships. It is prudent as a community to look and see if there are other opportunities that are better and maybe there is none.

Motion was made by Council Member Smiley and seconded by Council Member Smith to direct staff to develop and implement a Request for Proposal.

Council Member Bell emphasized that the use of the City's social media is required to inform citizens of exactly why and how it is going to benefit the taxpayers. He has read concern about spending "x" amount of hours on doing this.

There being no further discussion, the motion passed unanimously.

DISCUSSION OF REMOVING SMALL CELL TOWERS APPLICATION FEE – (Ordinance No. 81-021)

City Manager Wall stated that Council Member Litchfield asked that this item be placed on the agenda.

City Surveyor Billy Merrill explained that a small cell facility is a miniature cell tower placed in the public right-of-ways. It is also known as a Distributed Antenna System (DAS). The small cell rollout is basically generated by 5G, which is the standard forthcoming in 2020. At that point, 5G will be deployed and many of these units would be required.

City Surveyor Merrill responded that much of the equipment will be attached to street light or utility poles, often accompanied by ground cabinets. They are typically placed an average of 500 feet apart in neighborhoods and business districts. Each carrier would be installed on its own pole.



City Surveyor Merrill stated that regarding the small cell facilities in Greenville, the City Council adopted a DAS ordinance on December 8, 2016, establishing an application fee of \$500 per facility. It is his responsibility to intake these applications and Public Works Director Mulligan has approval of them. On July 21, 2017, Governor Cooper signed House Bill (HB) 310, reforming parts of General Statutes 160A-400.5 to regulate cell facilities and adding small cells to that category. Similar Bills have also been lobbied and passed in 12 other states.

City Surveyor Merrill stated that HB 310 GS 160A-400.57(e) does not regulate the interconnecting fiber cable between the small cells and the switching center. The City of Greenville still control over those entities. Applicants must obtain a separate License or Right-of-Way Encroachment Agreement before installing the inner connecting fiber. So, the HB only addresses one item.

City Surveyor Merrill displayed a photo of a small cell with the required cabinets on the top. HB 310 established an application fee limit, which cities can charge to review applications for small wireless facilities. That is \$100 per wireless facility for the first five facilities in and \$50 for each additional facility in the application, plus a \$500 technical review fee per application. Applicants can submit up to 25 facilities per application.

City Surveyor Merrill stated that the City Council adopted Ordinance No. 17-060 on November 13, 2017 to align the application and technical review fees with the General Statutes. A complete application includes the following:

- Application Fee
- 15 copies of the detailed plans of each node
- Plans of any interconnecting infrastructure
- A digital version of the plans on a CD
- 3 original signed copies of the Agreement for Distributed Antenna System Equipment
- Certificates of insurance

City Surveyor Merrill stated that the applications are reviewed by the City Attorney, Public Works staff (including the Director, City Engineer, and Street Department personnel), Community Development and Fire/Rescue Departments as well as the Greenville Utilities Commission's Electrical, Water Resources and Gas Departments. All of those are highly impacted by the placement of additional facilities in the road right-of-ways.

City Surveyor Merrill reported that so far, the City has received 12 applications from Fibertech, paying a total application fee of \$6,000 starting with the \$500 range. Mobilitie paid six applications, paying \$2,700 with some of those applications underneath the \$500 provision and some of those have been paid under the revised application fee. AT&T has made 11 applications and they have not paid any fee. So their applications are considered on hold because they are incomplete.



City Surveyor Merrill reported that agreements are in the review process with Fibertech and Mobilitie. These agreements would include the placement of the towers, including the back fiber line. These agreements would be brought before the City Council for approval. AT&T has not reviewed the agreement and might not even sign it.

Council Member Litchfield stated that the small units are able to be closer together unlike the large cell towers. Also, they provide much higher levels of access to data and are self-serviced and less of an eyesore.

City Surveyor Merrill stated that the conditions have changed, and what is actually being submitted and the General Statutes do give the City control over the appearance aspects. The General Statutes give the city control of the appearance aspects.

Council Member Bell asked about how the monies from the application fees are used.

City Manager Wall responded essentially the monies would go to the General Fund and simply cover the cost of the staff time to review the applications.

City Surveyor Merrill stated that the fee would not touch the cost of covering the staff time involved.

Public Works Director Kevin Mulligan stated that the intent of HB 310 is that it begins to cover the staff review time. The people who are reviewing and taking an interest in this and trying to sort of get this right with that fee of \$100 and \$50 would probably not cover the review fee.

Council Member Litchfield stated that this is obviously technology of the future, which would be welcomed to this area. Greenville wants to be a progressive city and one that means business. Greenville could be one of the few cities in the State of North Carolina having all of the major carriers with this technology. He feels that the City would get much more economic benefits to having access to this data and the public relations, coming along with being a progressive City to welcome this technology more so than the economic benefit from the future associate.

Mayor Connelly stated that Greenville has the tagline slogan that it means business and this is a way to set itself apart throughout the State of North Carolina and technology is wanted in Greenville. He speaks to many business owners, they are concerned about technology, and this is an opportunity for the City. Hopefully, a marketing campaign could be done about how the City is trying to be one of the pioneers to launch this technology.

Mayor Connelly stated that it is also important to note that the technology will be installed communitywide and not in certain sections of the community. This is a great opportunity and a pro-business initiative that will show that Greenville wants businesses to be here. The City of Greenville would be able to provide the technology for the students, business leaders, and employers.



Mayor Connelly suggested that the City's Public Information Division send this announcement to as many outlets as possible, showing them that Greenville truly means business.

Council Member Smiley stated that if the City is going to waive these fees, the City Council should also consider a sunset provision of June 30, 2021 on the cell tower application fee. Greenville could capture the value, if any, of being the first mover on this technology and encourage people to move quickly on it. At some point when this becomes an installed technology or a maintenance issue, the fee goes back into place so that the City recovers the costs to some extent.

Council Member Smiley asked if someone submits an application, does the clock start ticking on the applicant's time for installation. Do they have to move through the process and then install the small cell facilities?

Director Mulligan stated that staff must review the applications within a certain amount of time as per HB. Once the City staff approves an application, the clock starts ticking for the applicant.

Council Member Smiley asked once the City staff approves the application, would the applicant have six or 12 months to install the facility and take advantage of the license rather than wait many years to do the installation.

City Attorney McGirt responded that there is a permit time. The applicants have to exercise a permit time and install the infrastructure in the right-of-way. It is a complicated statute, but he will confirm whether the certain amount of time for installation would be six months.

Council Member Meyerhoeffer asked whether something could be included to mandate the installation of the more appealing looking apparatus around the City.

Director Mulligan stated that the City has that ability. According to House Bill 310, the City is allowed to have aesthetic control from preventing that from happening.

Council Member Meyerhoeffer recommended that the preference would be the aesthetically pleasing version. It is the Greensboro version and less of an obtrusive eyesore on the walkways, paths, and roads.

Motion was made by Council Member Litchfield to remove the small cell towers application fee and to include a sunset provision that would expire after 36 months.

City Attorney McGirt stated that there is an ordinance in the agenda package. If the City Council desires to amend that ordinance to provide a sunset provision, staff can bring it back for the City Council's consideration.







beautification of the City. Representatives from several City departments have worked during the Spring Cleanup Week to pick up trash along the City streets, including Community Development, Public Works, Financial Services, Human Resources, and the City Manager's Office.

City Manager Wall thanked the City employees and community members for participating in the Spring Cleanup on Saturday and throughout the week to make Greenville beautiful.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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

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**ADJOURNMENT**

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There being no further business before the City Council, motion was made by Council Member Smith and seconded by Council Member Bell to adjourn the meeting. Motion carried unanimously, and Mayor Connelly declared the meeting adjourned at 8:28 p.m.

Respectfully Submitted

Polly Jones  
Deputy City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, MAY 10, 2018



A regular meeting of the Greenville City Council was held on Thursday, May 10, 2018 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 pm. Council Member Kandie Smith gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

Council Member Will Bell

Also Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Ann Wall noted requests to continue the annexations of Covington Downe and property along the eastern right-of-way of Charles Boulevard to June 14<sup>th</sup>.

Upon motion by Council Member Smiley and second by Council Member Meyerhoeffer, the City Council voted unanimously to approve the requested continuances.

Upon motion by Council Member Smiley and second by Council Member Smith, the City Council voted unanimously to approve the agenda as amended.

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**PUBLIC COMMENT PERIOD**

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

Steven Hardy-Braz – N. Greene Street - Farmville

Mr. Hardy-Braz, representing ECU Velo, which is a local cycling club, invited the City Council to come for a ride on Wednesday of next week, or come out and talk to the cyclists.



They will meet up between 6:00 – 6:30 pm at Reade Circle, and there will be a social afterward at Pitt Street Brewery. The ride is part of the National Ride of Silence as a way to advertise for safer, more accessible streets for everyone. The primary barrier to people having a healthy, active lifestyle is the fear of sharing the road with cars. ECU Velo wants to advocate for more sidewalks, more pedestrian walkways, more greenways, safer roads that all people can share and still reach their destinations safely. Mr. Hardy-Braz stated Council Member Smith rode with them last year and they appreciate that very much. This year's event is open to the public and the ride will be police-escorted. It will be done at a slow pace, but participants are expected to wear helmets while riding on the street.

#### Don Cavellini – 101 Lancaster Drive – Greenville

Mr. Cavellini congratulated Council Member Smith on her victory in the recent primary election. He stated he has come to remind the Council that Mayor Pro-Tem Glover had asked the City Attorney to investigate the possibility of the City having a civilian complaint review board to monitor the activity of law enforcement in Greenville. No one has called or notified the public, but he is hoping some progress has been made. They will continue to come to Council meetings to remind the Council this is the sort of thing they believe is very important.

Since they last addressed the City Council, yesterday in fact, there was an article in the newspaper about Phi Kappa Tau reporting it as the 4<sup>th</sup> fraternity house forced to close due to the finding of 2,500 bars of Xanax. That is right up the hill from where a young African American was unjustly stopped three (3) years ago. In March 2015, he was stopped and accused of breaking and entering, probably in a fraternity house. He had never been arrested before, but he was held with a bond of \$20,000.

Mr. Cavellini said he referenced these two incidents as an example of the disparities in how Black people are dealt with in comparison to a fraternity which, in this case is mostly White. He stated he does not know what arrests were made in connection to the fraternity house or the disposition of those charges. Also since their last visit, an ECU Sergeant whose name he believes is Whitehead, was ordered by an Administrative Law Judge to be placed back on his previous job due to the University's failure to follow proper procedure in discharging him. This is the very sergeant who handcuffed an unconscious African American male, Patrick Myrick, who was beaten brutally by various white folk downtown and on part of the ECU campus. Mr. Myrick's attackers were not questioned, detained or handcuffed as he was by this ECU Sergeant, who is now back on the job. A third thing that has happened is that Officer Tim Greene was absolved of all wrong-doing after killing someone at Academy Sports.

#### Roseanna King – 5180-B Deveron Street – Greenville

Ms. King stated she is speaking in solidarity with those requesting a Civilian Review Board. She congratulated Council Member Smith on her success in the primary and stated she came out for early voting and spoke to several of the candidates who were running for Sheriff. She then pointed out reasons why a review board is important to people in the



community. She represents an interracial family. He husband is African American and her 17 year old son, who is biracial, identifies as African American as well. He is 6'4" and 375 pounds. She worries every day when he is out in the community that men and women of the police force will not see a 17 year old, but instead will see a grown man. She worries that excessive force will be placed on him in situations where his intent is misconstrued. She supports a Civilian Review Board so that, if undue excessive force is done to him, the community will be able to step up and put their voice to it as well. Sometimes when you have people who are all on the same side, it is hard to have a different view.

Willow Mercado – 2907 Cedar Creek Road, Apt E – Greenville

Ms. Mercado stated she has lived in Greenville all her life, currently on the West side. Every week, she sees Black people being pulled from their cars, being detained and having their cars searched. That does not happen to her. A friend of hers named Miles was arrested outside of his home. He was having an asthma attack and went outside to get air. He said on the curb in front of him apartment and police showed up and arrested him for trespassing. He went through the court system, which was not helpful. It wasn't justice. She meets people every day who have horrible interactions with police and have their lives ruined or are physically harmed. Some are killed. These stories are everywhere and should be taken seriously. There needs to be accountability for the police in Greenville. In comparison to her friend, Miles' story, she once got sick at ECU. A police officer showed up and didn't accuse her of anything. He drove her to a clinic instead.

Jamar Jackson – 813 Douglas Avenue – Greenville

Mr. Jackson stated he is the Executive Director of Blockwork, which is a charitable organization that teaches American History pertaining to the Black community. He would like to address training at the Greenville Police Department (GPD) and will share a personal story. He was recently pulled over for a minor traffic violation. He ran a stop sign. He is not trying to justify his actions. He was wrong. GPD Detectives pulled him over and as they did so, he turned on his interior lights. He wanted to be sure they could see in the car since it was night time. He rolled down his driver's side window so, once he was fully stopped, he could put his hands out of the window to let the officers know he had nothing in his hands. When he parked, he cut off the ignition and removed the keys, throwing them to the ground as he put his hands out the window. There was no way he could run off in the car or cause the officers any type of harm. The driver of the detective's car hopped out and came to the driver's side of his car and the passenger of the detective's car came to the passenger side of his car. As they reached the back of his car, both officers drew their weapons.

Mr. Jackson said he does not understand why guns were drawn for a routine traffic stop, particularly with all the precautions he took to assure the officers they were not in harm's way. He is not pulling the race card. He just wants to know why GPD officers are being trained to be so aggressive and to treat citizens in that manner.



#### Dedan Waciuri –No Address Given

Mr. Waciuri stated the reason he is pushing for a Civilian Review Board is that the Greenville he lives in is a different City from the one being endorsed as an inclusive city. The reality is that this City is not inclusive, but rather pushes Black people and Brown people away from certain things. It beats those communities to the point of subjugation and deprecation. That is something that is highly unacceptable to the people of those communities and the people that live in them. The Greenville he lives in allows certain children to be victims of police brutality and aggression, while the City Council does nothing but sit by and let it happen. Not only does the City Council allow this to happen, they fund the police a half million dollars, saying it is for safety for everyone, but those in the community know it is only at the expense of their people. These are things that are never talked about, but should be addressed. He is here to say that the Council Police – whatever it's called – is nothing but a petty PR scheme just to make nice with police and make it seem like they are doing things in his community. This is not the truth at all. The fact is that police do everything against his community. He asked that the people in the community who stand on the right side of justice stand and push for a Civilian Review Board.

#### Valerie Kea – PO Box 2014

Ms. Kea stated she is here with her son, who has never been in trouble, but is constantly being stopped by the police. They say they want to check his license, his tent and have stopped him at his house for no reason. She wonders why this constantly happens. He has no record and they have no excuse once they stop him, but it happens at least once a month. He goes to work every day. He is a registered voter. He does what he is supposed to do. Just because he looks the way he looks is no reason for the police to stop him. That is discrimination.

#### James Kea – PO Box 2014

Mr. Kea stated the previous speaker was his mother. He was stopped by police just a couple weeks ago and everything is legal about his car. Police have pulled up when he was in his driveway at home and blocked him in. It is stereotypical discrimination. He wants to find a solution so this will stop.

#### Christian Pleasant – No Address Given

Mr. Pleasant said he wished to relay some experiences he has had with the police and police in Eastern North Carolina. On one occasion, he was pulled over and the police blocked the front and back of his car, as well as the sides, with a total of 6 cars. He remained still and did not move and they just sat there for at least 10 minutes. He had been given no explanation for why he had been pulled, and no lights came on. He sat there wondering if that would be the day he died, noting he had no way to defend himself. He asked what someone should do in a situation like that. He asked how a citizen is supposed to feel safe when something like this can happen at any time. He has been following by police for at least a couple miles, with no lights on or anything. Some young person in this situation is going to get scared and try to drive off. The community needs to be educated



on how to handle themselves with the police, but the police also need to be educated on proper interaction with the community.

Jason Bavich – No Address Given

Mr. Bavich stated he is new to Greenville, having moved here six months previously from the West Coast. His interactions with police have been very, very stark. He has had about four personal interactions with police, three of which occurred while walking downtown, talking to individuals who presented as houseless Black males. Undercover police officers have stopped them – actually yelled from their cars - and asked them to stop conversing. Mr. Bavich said he has an out-of-state license plate on his car and has been pulled over for a tail light that was out. There were other individuals in the car. The entire interaction took about a minute and a half. The officers checked his license and let him go very quickly. Mr. Bavich states he lives just north of the University in an area he believes is called The Grid and he has seen practically every weekend the accommodations police give to the students. The first week he was here, a car sideswiped four parked cars. That student was standing drunk in the street while the police officer and another man which appeared to be the student’s father unloaded his things into another car for him. The student was not handcuffed, but rather was standing, staggering in the middle of the road. Mr. Bavich stated he has come from larger cities such as Salt Lake City, Utah and Portland, Oregon, where he has seen the effectiveness of Citizen Review Boards and he would strongly advocate for that.

Hearing no one else who wished to address the City Council and Mayor Connelly closed the public comment period at 6:39 pm.

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**SPECIAL RECOGNITIONS**  
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**NATIONAL PRESERVATION MONTH – THIS PLACE MATTERS!**

Mayor Connelly stated National Preservation Month is a time when people throughout the country celebrate the places that are meaningful to them. The City of Greenville is rich in its historically significant and diverse architectural resources, proud heritage and cultural traditions. Historic preservation plays an important role in protecting those. The City’s Historic Preservation Commission (HPC), and many local partners, worked closely to develop preservation programs that meet the high standards which strive to preserve historic resources for the economic benefit and cultural enlightenment of all of Greenville’s citizens and visitors. Mayor Connelly held up a sign like the one shown at the right, noting that citizens may have seen images of people holding them up around town or on social media in front of places that are significant to









Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer continued all appointments.

Planning & Zoning Commission

Council Member Meyerhoeffer made a motion to appoint Christopher West to a first three-year appointment that will expire May 2021 in replacement of Betsy Leech. Council Member Smith seconded the motion, which carried unanimously.

Council Member Smith continued the appointment for Margaret Reid's seat.

Mayor Connelly recommended that Les Robinson be reappointed to a first three-year term that will expire May 2021. A motion to that effect was made by Council Member Smiley, seconded by Council Member Smith and unanimously carried.

Police Community Relations Committee

Mayor Pro-Tem Glover continued the appointment of Leonard Naipaul's seat.

Recreation & Parks Commission

Council Member Smiley made a motion to reappoint Gordon Darragh to a first three-year term that will expire May 31, 2021. Council Member Meyerhoeffer seconded the motion, which carried unanimously.

Council Member Litchfield made a motion to reappoint James Yahnker to a first three-year term that will expire May 31, 2021. Council Member Smiley seconded the motion, which carried unanimously.

Youth Council

Mayor Pro-Tem Glover continued all appointments.

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**OLD BUSINESS**

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**RESOLUTIONS ESTABLISHING 2018 STATE LEGISLATIVE INITIATIVES** - (Resolution No. 013-18, Resolution No. 014-18, Resolution No. 015-18, Resolution No. 016-18)

City Attorney Emanuel McGirt stated the City Council identified their 2018 Legislative Initiatives at their last meeting. Related resolutions are provided tonight and he recommends adoption. Upon approval, he will forward these resolutions to the Pitt County Legislative Delegation.

Upon motion by Council Member Smiley and second by Council Member Litchfield, the City Council voted unanimously to approve all resolutions establishing 2018 State Legislative Initiatives (1. Preservation and Enhancement of Municipal Revenue Sources, 2. Supporting



the Promotion of Economic Development, 3. Supporting the Establishment of a Hate Crime Law and 4. Supporting Recurring Funding for the Parks and Recreation Trust Fund).

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**NEW BUSINESS**

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**PUBLIC HEARINGS**

**ORDINANCE TO ANNEX THE PATRICIA S. BOWEN ET. AL. AND HELEN M. SCHELLER PROPERTIES INVOLVING 28.122 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF CHARLES BOULEVARD AND ADJACENT TO GRACE CHURCH AND TUCKER ESTATES SUBDIVISION**

This item was continued to June 14, 2018.

**ORDINANCE TO ANNEX COVENGTON DOWNE, LOT 2, BLOCK G INVOLVING 0.796 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF EAST FIRE TOWER ROAD AND 550+/- FEET EAST OF WIMBLEDON DRIVE**

This item was continued to June 14, 2018.

**ORDINANCE TO ANNEX LANGSTON COMMERCIAL & OFFICE PARK, LOT 2 INVOLVING 2.508 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF REGENCY BOULEVARD AND 660+/- FEET EAST OF SOUTH MEMORIAL DRIVE**

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #5. The property is currently vacant with no population, and no population is expected at full development. Current zoning is O (Office), with the proposed use being 15,000+/- square feet of office space. Present tax value is \$245,470, with tax value at full development estimated at \$1,745,470.

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

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

Council Member Smiley moved to adopt the ordinance to annex Langston Commercial & Office Park, Lot 2 involving 2.508 acres located along the southern right-of-way of Regency Boulevard and 660+/- feet east of South Memorial Drive. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.



**ORDINANCE REQUESTED BY AGCAROLINA FARM CREDIT TO REZONE 34.7 +/- ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF NC HIGHWAY 43 N AND ROCK SPRING ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (NEIGHBORHOOD COMMERCIAL)**

Planner Chantae Gooby stated AgCarolina Farm Credit has requested to rezone 34.7 +/- acres located at the southwestern corner of the intersection of NC Highway 43 N and Rock Spring Road from RA20 (Residential-Agricultural) to CN (Neighborhood Commercial).

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 3,964 trips to and from the site on NC Highway 43 N, which is a net increase of 2,969 additional trips per day. During the review process, measures to mitigate the traffic will be determined.

In 2001, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural). Water is available in the right-of-way of NC Highway 43 N, but sanitary sewer is not currently available. There are no known historical conditions/constraints on this property, bordered along the southern property line by Tyson's Run.

Under the current zoning, Ms. Gooby stated the site could accommodate 94-104 single-family lots. Under the proposed zoning, staff could the site could accommodate 220,000 +/- square feet of mixed use development including one (1) conventional restaurant (5,600 sq. ft.) and office/bank uses. The anticipated build-out time is within 1-2 years.

Surrounding land uses and zoning are as follows:

North: OR – Springshire Retirement, RA20 – one (1) single-family residence and farmland

South: RA20 - Farmland

East: RA20 – Farmland, CH – future site of Greenville Utilities operations center

West: RA20 – Farmland

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



Ms. Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its April 17, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 6:58 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 6:59 pm.

Council Member Smiley moved to adopt the ordinance to rezone 34.7 +/- acres located at the southwestern corner of the intersection of NC Highway 43 N and Rock Spring Road from RA20 (Residential-Agricultural) to CN (Neighborhood Commercial). Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY ARLINGTON CROSSING, LLC TO REZONE 5.498 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF WEST ARLINGTON BOULEVARD AND ADJACENT TO THE NORFOLK SOUTHERN RAILROAD FROM MO (MEDICAL-OFFICE) TO MCG (MEDICAL-GENERAL COMMERCIAL)**

Planner Chantae Gooby stated Arlington Crossing, LLC has requested to rezone 5.49 acres located along the northern right-of-way of West Arlington Boulevard and adjacent to the Norfolk Southern Railroad from MO (Medical-Office) to MCG (Medical-General Commercial).

Staff does not anticipate new construction, therefore a traffic report was not generated.

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20 (Residential-Agricultural). In 1990, the property was rezoned to MO (Medical-Office) Water and sanitary sewer are available. There are no known historical conditions/constraints on this property, nor are there any known environmental constraints.

Under the current zoning, Ms. Gooby stated the only retail type uses allowed by-right are: pharmacy, florist and book and card shop, news stand, which all could be considered medically-related uses that complement the medical area. The proposed zoning would allow fast food, conventional restaurants and miscellaneous retail by-right.

Surrounding land uses and zoning are as follows:

North: OR – Arlington Medical Park Offices

South: OR - Vacant

East: OR – Physicians East Office

West: OR and RA20 – Farmland



Ms. Gooby stated that, in staff's opinion, the request is in not in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan and Character Map. "Not in compliance with the comprehensive plan" should be construed as meaning the requested zoning (i) is specifically noncompliant with plan objectives and recommendations including the range of allowable uses in the proposed zone, etc. and/or is of a scale, dimension, configuration or location that is not objectively in keeping with plan intent and (ii) does not promote or preserve the desired urban form. The requested zoning is considered undesirable and not in the public interest, and staff recommends denial of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted 4 to 1 to recommend denial of the request at its February 20, 2018 meeting.

Council Member Smiley asked when the property was originally developed and if the zoning has changed since that time.

Ms. Gooby stated it was developed in the early 1990's and the zoning has not changed.

Council Member Smiley said under the current zoning, medical uses could be in the building by right. He asked if the other uses currently occupying the space had to get a special use permit.

Ms. Gooby stated they did, but noted that the building is divided into units and if a unit obtained a special use permit and the business moves out, then the same type of business could go back into that unit without having to obtain another special use permit.

Council Member Smith asked to clarify surrounding zoning.

Ms. Gooby stated currently the property surrounding this site on the same side of Arlington is all zoned Medical-Office. The applicants are requesting that the property be rezoned to Medical-General Commercial.

Council Member Litchfield asked how many medical offices are currently in Arlington Crossing.

Ms. Gooby stated there are none.

Council Member Meyerhoeffer asked how many of the existing businesses required a special use permit, and how long does it take to get one.

Ms. Gooby was unsure of an exact number, but said the restaurants there would have required a special use permit. Generally, it takes 45-60 days to get a special use permit from application to Board of Adjustment decision.



Mayor Connelly declared the public hearing for the proposed rezoning open at 7:11 pm and invited anyone wishing to speak in favor to come forward.

Mike Baldwin – No Address Given

Mr. Baldwin stated he is representing Arlington Crossing, LLC. He stated they have asked for the rezoning because they do not feel it is right to require a commercial building such as this to go through the special use process each time a new business comes in. He used a duck analogy – if it looks like a duck, walks like a duck and quacks like a duck, it is a duck. Comparatively, this building is commercial, and calling it anything else is hard to understand. When a potential tenant is coming in, it is often hard for them to spend the additional time and money necessary for obtaining a special use permit. There is also the issue of appraisal. This building has a market value of \$6 million. But when the majority of uses are by special use permit, it will not appraise as well. The appraiser will always have to put a caveat in the appraisal to warn banks that current uses are special uses and are subject to the Board of Adjustment at any given moment.

Michael Overton – No Address Given

Mr. Overton stated he is the property manager for the shopping center, as well as a member of the real estate leasing board and a member of the Planning Board here in Greenville. The one in favor by the Planning Board was not him. He was out of town and properly recused at that meeting. His understanding in talking to some of the Planning Board members since is that the reason this item failed had to do with the Land Use Plan. As a Planning Board member, Mr. Overton said he understands the importance of the Land Use Plan and takes it very seriously, but he also feels the Plan looks at the City on a macro level and there is no way for it to get down to the micro level. In this particular case, the motivation is job incentive. They are not asking for the sake of new development. The property is absolutely full with no more room to build anything.

Hearing no one else wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:20 pm.

Council Member Smiley stated this property was originally zoned office, but the building has been commercial since the beginning. The developer knowingly built it inappropriate to the zoning and is now asking the City Council to clean up the mess. Approval of this request would set a bad precedent. There are obviously preferred and non-preferred uses for this site, and he feels it is appropriate for a non-preferred use to feel a little friction (having to get a special use permit). Council Member Smiley said he does not feel the City Council needs to solve the problem the developer created for himself.

Mayor Connelly stated the building was constructed in 2005, when the real estate market was booming. This has changed since that time. This building is filled with people around



the lunch hour who have found a niche. The City does not need to make things extremely difficult for them.

Mayor Pro-Tem Glover stated ECU has offices in the building and she feels rezoning makes sense. The City Council has the ability to change things that are wrong.

Mayor Pro-Tem Glover moved to adopt the ordinance to rezone 5.49 acres located along the northern right-of-way of West Arlington Boulevard and adjacent to the Norfolk Southern Railroad from MO (Medical-Office) to MCG (Medical-General Commercial). Council Member Litchfield seconded the motion, which passed by 4 to 1 vote with Council Member Smiley casting the dissenting vote.

**ORDINANCE REQUESTED BY THE COUNTY OF PITT TO REZONE 9.860 ACRES LOCATED BETWEEN THE PITT COUNTY LANDFILL AND THE SOUTHWEST BYPASS AND NORTH OF THE NORFOLK SOUTHERN RAILROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO I (INDUSTRY)**

Planner Chantae Gooby stated Pitt County has requested to rezone 9.860 acres located between the Pitt County Landfill and the Southwest Bypass and north of the Norfolk Southern Railroad from RA20 (Residential-Agricultural) to I (Industry).

Based on the analysis comparing the existing zoning (335 daily trips) and requested rezoning, the proposed rezoning classification would generate less trips (293 daily trips) to and from the site on Stantonsburg Road. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated. During the review process, measures to mitigate traffic impacts will be determined.

In 2001, the property was part of a large-scale ETJ extension and was zoned RA20 (Residential-Agricultural). It is currently vacant. Water and sanitary sewer are located in the right-of-way of Woodridge Park Drive. There are no known historical conditions/constraints on this property, nor are there any known environmental constraints.

Under the current zoning, Ms. Gooby stated the site could accommodate no more than 35 single family lots. Under the proposed zoning, staff would anticipate 69,150 – 76,800 square feet of lime distribution.

Surrounding land uses and zoning are as follows:

North: OR - Vacant

South: I –Pitt County Landfill (under ownership of applicant)

East: IU – Pitt County Landfill and collection site on Stantonsburg Road (under common ownership of applicant.

West: RA20 - Vacant



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

Ms. Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its April 17, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 7:42 pm and invited anyone wishing to speak in favor to come forward.

Tim Corley – No Address Given

Mr. Corley, who indicated he is in Engineer with Pitt County, said he is in support of the proposed rezoning and is available should the City Council have any questions.

Hearing no one else wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition to the proposed rezoning.

Steven Hardy-Braz – N. Greene Street - Farmville

Mr. Hardy-Braz stated that, a few months previous, the City Council approved a new park in the west end, which would really benefit the people on Statonsburg Road. Staff indicated there would be no increase in traffic, but he heard from the gentleman from the County that there would be an increase in traffic. He also said lime trucks would be exiting onto Stantonsburg Road. Given that people living on both sides of Stantonsburg Road will be going to the newly approved park, he asked if the Council really wants to increase the number of industrial trucks in that area.

Hearing no one else wishing to speak in opposition, Mayor Connelly closed the public hearing at 7:45 pm.

Council Member Smith moved to adopt the ordinance to rezone 9.860 acres located between the Pitt County Landfill and the Southwest Bypass and north of the Norfolk Southern Railroad from RA20 (Residential-Agricultural) to I (Industry). Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

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**OTHER ITEMS OF BUSINESS**

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**PRESENTATION OF THE PROPOSED FISCAL YEAR 2018-19 OPERATING BUDGET AND FISCAL YEAR 2019-20 FINANCIAL PLAN:**





### Pitt-Greenville Convention & Visitors Authority

Convention and Visitors Authority (CVA) Executive Director Andrew Schmidt thanked the City Council and City leadership for the support given the CVA over the past year, particularly the assistance in helping to bring in new business. He stated the mission of the CVA is to foster an environment of superior travel and tourism experiences. He stated they want to create a positive economic impact on the community and expose Greenville to newcomers. He then discussed the CVA's strategic goals, which have been developed by their Board in conjunction with their staff:

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## CVA Strategic Goals

**Goal 1:** Increase convention sales/citywide conferences and events achieving both micro and macro goals

**Goal 2:** Grow the number of sports tournaments per year and encourage economic development of sporting facilities

**Goal 3:** Promote Greenville and Pitt County as an arts and entertainment destination while encouraging and working with partners to increase arts-related infrastructure

**Goal 4:** Assist in the activation of both the Town Common and Tar River for leisure-related travel to Greenville and Pitt County

**Goal 5:** Launch an African-American Cultural Trail using the Sycamore Hill Gateway as a launching point

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Mr. Schmidt stated tourism expenditures in Greenville have been steadily increasing, rising from just under \$200 million in 2012 to \$231.5 million in 2016. The 2017 numbers are not yet available. He clarified that the CVA does not receive any revenues from the general fund. All revenues received are from the hotel/motel occupancy tax. There is no City or County supplement, nor is there revenue from memberships. Occupancy tax sources are expanding, as Airbnb's are contributing and the number within Pitt County continues to grow.

As for revenues, Mr. Schmidt stated current occupancy tax revenues are up 2% over last year's collections. The 2018-2020 fiscal year budgets are calculated based on an estimated 4% increase in occupancy tax collections. Hurricane Matthew has certainly impacted collection comparisons as before the hurricane, occupancy tax revenues were up 20%. The ADR (Average Daily Rate) and REVPAR (Revenues Per Average Room) are stable, and in fact, are increasing a little bit. Mr. Schmidt stated they are comfortable with their revenue projections. He then discussed the CVA Proposed Budget for the coming two years:



Greenville		FY 2019-2020 Budget	
<b>FY 2018-2019 Budget</b>		<b>FY 2019-2020 Budget</b>	
FY 2018-2019 budget set at:		FY 2019-2020 budget set at:	
\$1,396,501.29		\$1,444,359.08	
<b>Occupancy Tax Collections:</b>	\$1,196,440.65	<b>Occupancy Tax Collections:</b>	\$1,244,298.27
(at 4% projected increase)		(at 4% projected increase)	
<b>Miscellaneous Revenue:</b>	\$60.64	<b>Miscellaneous Revenue:</b>	\$60.81
<b>Fund Balance:</b>	\$200,000.00	<b>Fund Balance:</b>	\$200,000.00

Sheppard Memorial Library

Director of Libraries Greg Needham introduced Sheppard Memorial Library (SML) Board Chair Mark Sanders, who stated the Library is grateful for the City’s longstanding support since 1930. This has enabled the Library to provide vital services and support for literacy, computer literacy and lifelong learning to help the citizens and community thrive and grow in 2018 and beyond. Last year, SML checked out more than half a million items and welcomed more than half a million visitors into its facilities. They are continuing to see increasing participation in their early literacy programs. “Baby and Me” for ages Birth to 18 months is the most popular and expanding the fastest, but the toddler and pre-school programs are growing as well. The Library continues to expand partnerships across the community, resulting in increased access and expanded services for the public. The free basic computer skills and job-related computer skills classes taught by the Literacy Volunteers of Pitt County have an impact, and they are continuing to expand access to the Library for all the students in Pitt County schools. The Library is working as part of the Early Literacy Coalition of Eastern North Carolina, which was founded two years ago, to dramatically increase reading aloud to children, which will result in better brain development and early literacy. These efforts will bring greater improvement in school readiness and awareness, increased high school graduation rates and better college experiences, as well as greater employability, health and wellness and lifelong learning ability.

Mr. Needham said that before starting his budget presentation, he wanted to mention they have some great photos at the Library for “This Place Matters” and Historic Preservation Month. The Library opened almost 88 years ago, and he is proud to say that this place does matter. He is all over the library every day and he sees that it is an inclusive destination for the community with a full cross-section of the community there every day.

Mr. Needham briefly explained the Library’s budget process and noted that his presentation is based on what the Library Board approved in March. They will meet in July to approve a budget amendment to true-up any changes in revenue approved and adaptations to the expenditure budget as a result.

When setting their budget, the Library first considers its target from the City, which this year was \$1,269,958. This allowed for a 3% market/merit adjustment, which will be



amended to match the amount set by the City. It also assumed a 3.625% in health insurance costs and a 2.125% in dental insurance costs and will be adjusted to remain in line with what the City provides. He concluded his presentation with a discussion of the following anticipated revenues and expenditures:

REVENUES	2018-2019 Budget	2019-2020 Budget	EXPENDITURES	2018-2019 SML Budget	2019-2020 SML Budget
City of Greenville	\$1,269,958	\$1,308,057	Personnel	\$1,663,716	\$1,710,960
County of Pitt	\$634,979	\$654,028	Operations	\$805,509	\$820,967
County: Bethel/W'ville	\$12,000	\$12,000	Housing Authority	\$10,692	\$10,692
Town of Bethel	\$21,108	\$21,108	Capital Expense	\$0	\$12,000
Town of Winterville	\$165,300	\$165,300	Grant Project	\$0	\$0
State Aid	\$197,262	\$197,262	TOTAL	\$2,479,917	\$2,554,619
Greenville Housing Authority	\$10,692	\$10,692			
Interest Income	\$1,500	\$1,500			
Library Generated	\$112,500	\$112,500			
Miscellaneous Income	\$32,000	\$32,000			
Fund Balance	\$22,618	\$40,172			
<b>TOTAL</b>	<b>\$2,479,917</b>	<b>\$2,554,619</b>			

Greenville Utilities Commission

General Manager/CEO Tony Cannon, accompanied by Greenville Utilities Commission (GUC) Board Chair Don Mills, stated their board has done a tremendous amount of work over the past couple years. They have invested much time in putting this budget proposal together. Some of it will already be familiar to Council from a joint meeting earlier this year or for those who've served as liaison.

Mr. Cannon stated for the 2017-2018 fiscal year, electric, water and sewer are balanced, but gas will be balanced with appropriated fund balance. That was a conscious decision made by the GUC Board because of the high costs experienced in January.

Mr. Cannon stated GUC focuses on prioritizing capital investments, improving efficiencies and managing expenditures to safely provide reliable utility solutions at the lowest reasonable cost, with exceptional customer service in an environmentally responsible manner. All funds are balanced. Mr. Cannon said they are making rate adjustment recommendations that will impact the typical customer about \$3.77 each month.

**Rate adjustments effective July 1, 2018**

Utility	Rate Adjustment	Current Monthly Bill	New Monthly Bill	Monthly Increase
Electric	0.0%	\$109.31	\$109.31	\$0.00
Water	7.6%	\$31.80	\$34.22	\$2.42
Sewer	3.1%	\$43.45	\$44.80	\$1.35
Gas	0.0%	\$90.85	\$90.85	\$0.00
<b>TOTAL</b>		<b>\$275.41</b>	<b>\$279.18</b>	<b>\$3.77</b>

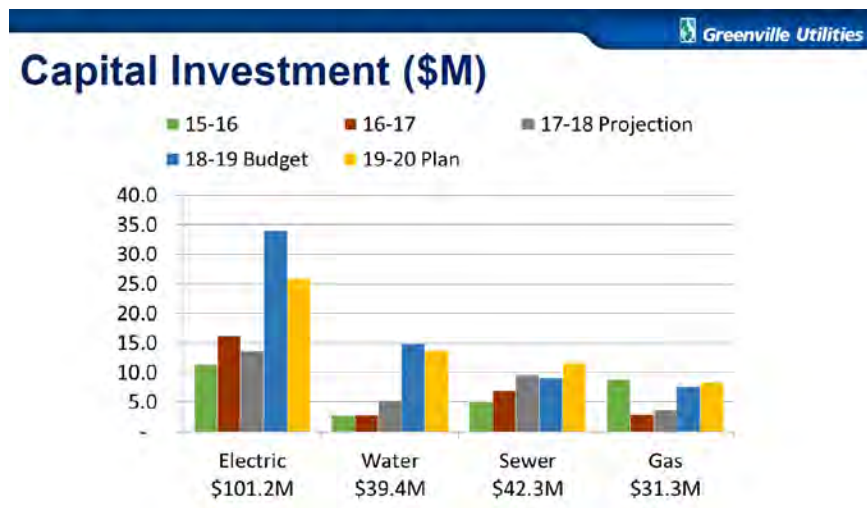


Mr. Cannon discussed current year projections in each of their funds for FY2018, including transfers and fund balances, noting projected surplus revenues totaling \$684,267 for the year.

### Current Year Projection

Fund	Budgeted Fund Equity/Deficit Before Transfers	Transfers and Fund Balances	Budgeted Fund Equity/Deficit After Transfers	Projected Fund Equity/Deficit Before Transfers	Transfers	Projected Fund Equity/Deficit After Transfers
Electric	\$5,174,731	(\$4,200,000)	\$974,731	\$5,394,726	(\$4,100,000)	\$1,294,726
Water	\$1,757,907	(\$1,600,000)	\$157,907	\$808,426	(\$600,000)	\$208,426
Sewer	\$1,084,468	(\$1,000,000)	\$84,468	\$943,092	(\$729,085)	\$214,007
Gas	\$398,831	\$0	\$398,831	(\$1,032,892)	\$0	(\$1,032,892)
<b>Total</b>	<b>\$8,415,937</b>	<b>(\$6,800,000)</b>	<b>\$1,615,937</b>	<b>\$6,113,352</b>	<b>(\$5,429,085)</b>	<b>\$684,267</b>

Mr. Cannon discussed current budget challenges, such as economy/growth, infrastructure needs, operating costs, weather and succession planning. He noted there is higher capital investment projected in the coming year and the next year plan, but said it will normalize over the five-year period. The operations center and the water plant are both included. Key performance indicators remain strong.



Mr. Cannon stated the Board always considers GUC’s mission statement in preparing its budgets to ensure the investments they are making help them achieve that mission. He explained specific financial drivers considered in developing the Greenville Utilities Commission (GUC) budget:



- Infrastructure Repair and Replacement
- Purchased Commodities
- Debt Service
- Regulatory Compliance
- Chemicals and Fuel
- Plant Expansion

Mr. Cannon stated they look at their budget goals, which all tie directly into their mission:

Greenville Utilities

## Budget Goals

- Safely providing reliable utility solutions, at the lowest reasonable cost
- Exceptional customer service in an environmentally responsible manner
- Position GUC to achieve greater efficiencies
- Continue to meet regulatory requirements
- Minimize rate increases

- Avoid future rate shock
- Maintain key performance indicators for each fund
- Be operationally and financially prepared for emergency situations
- Be prepared for growth and expansion opportunities
- Preserve and/or improve bond ratings

Mr. Cannon discussed proposed revenues and expenditures for the coming year, stating he would consider a million dollar fund equity on a \$252 million budget to be a break-even budget:

Greenville Utilities

### FY 2018-19 Budget Draft Revenues & Expenditures

Combined Funds	2018-19
Charges for Service	\$250,711,224
Miscellaneous Revenue & Interest Earnings	2,349,434
Transfer from Rate Stabilization	250,000
<b>Total Revenues</b>	<b>\$253,310,658</b>
Operations	\$67,870,789
Purchased Power/Gas	147,762,398
Capital Outlay	10,785,611
Debt Service	14,025,045
City Turnover	6,731,296
Transfer to OPEB Trust	500,000
Transfer to Capital Projects	4,550,000
<b>Total Expenditures</b>	<b>\$252,225,139</b>
<b>Fund Equity/(Deficit)</b>	<b>\$1,085,519</b>

Mr. Cannon discussed GUC rates for the various utilities, noting how they favorably compare to surrounding communities. He stated one of the significant changes in the budget has to do with system development fees. This is a change brought about by



legislation passed by the General Assembly. It is a one-time charge assessed against new development as a way to pay for facilities needed to support growth or to recoup costs for existing facilities. Currently, this is being paid for through capacity fees and acreage fees, but those are going away. GUC has had two meetings with builders and developers to discuss how this will be handled, and they've asked how acreage fees that have been paid but not yet used will be addressed. They are asking the Board to adopt two riders: one will go back 10 years so that anything paid between 2008 and 2018 can be credited against any new services installed from 2018 to 2023. There will be a second rider that will be addressed on a case-by-case basis to go back before the 10-year period because acreage fees were much less then. That seemed to be palatable.

High strength waste surcharges are surcharges assessed to significant industrial users for pollutants that are removed during the treatment process and that increase the cost for treatment. Mr. Cannon stated these have not been addressed in over 10 years, so there will be adjustments either up or down as determined by certain parameters. Gas Fee Service Charges were last addressed in 2007, so they will need to be adjusted as well.

Mr. Cannon concluded with a summary of how budgeted funds would be used with regard to personnel and various operating partnerships:

Greenville Utilities	
<p><b>Personnel</b></p> <ul style="list-style-type: none"> <li>• Funding for market adjustment at 1.2%, \$342K</li> <li>• Funding for merit program at 1.5%, \$430K</li> <li>• Continuation of health and dental plans</li> <li>• \$500K transfer to OPEB Trust</li> <li>• Addition of 6 permanent positions</li> <li>• Funding to bring replacements on board prior to the retirement of key personnel               <ul style="list-style-type: none"> <li>• Facilitate succession planning</li> <li>• Leverage knowledge and experience of long-term employees for training on critical issues</li> <li>• Ensure smooth transitions</li> </ul> </li> </ul>	<p><b>City Funding and Partnerships</b></p> <ul style="list-style-type: none"> <li>• Annual Operating Budget               <ul style="list-style-type: none"> <li>• Annual turnover or transfer to the City - \$6,731,296</li> <li>• Funding to implement City's Transition to LED Street Lights - \$400,000</li> <li>• Support of City's Energy Efficiency Program - \$150,000</li> <li>• Support for City's Proposed Job Grant Program - \$100,000</li> </ul> </li> <li>• Capital Project               <ul style="list-style-type: none"> <li>• Funding to support City's Town Creek Culvert Stormwater Project Related to Relocation of Water and Wastewater Mains - \$3,000,000</li> </ul> </li> </ul>

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**CITY MANAGER'S REPORT**

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City Manager Ann Wall recommended cancelling the May 21, 2018 City Council meeting.

Upon motion by Council Member Smith and second by Council Member Smiley, the City Council voted unanimously to cancel their May 21, 2018 meeting.



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**COMMENTS FROM THE MAYOR AND CITY COUNCIL**

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

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**ADJOURNMENT**

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Council Member Meyerhoeffer moved to adjourn the meeting, seconded by Mayor Pro-Tem Glover. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 9:31 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, JUNE 14, 2018



A regular meeting of the Greenville City Council was held on Thursday, June 14, 2018 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 pm. Pastor Jason Lineberger, of Ignite Church gave the invocation on behalf of Council Member Rick Smiley. Greenville Fire and Rescue and the Greenville Police presented colors in recognition of Flag Day, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Ann Wall noted requests to continue the annexations of Covengton Downe, Lot 2, Block G involving 0.796 acres located along the northern right-of-way of East Fire Tower Road and 550+/- feet east of Wimbledon Drive to August 9th and of annex the Patricia S. Bowen et. al. and Helen M. Scheller properties involving 28.122 acres located along the eastern right-of-way of Charles Boulevard and adjacent to Grace Church and Tucker Estates Subdivision to December 13th. She further noted requests to continue the rezoning requests from 101010, LLC, Cook RE Holdings, LLC and Delta Alpha East, LLC for 3.9174 acres located at the southwestern corner of the intersection of East 10th Street and Elm Street and from Jeffrey Daniels and Timothy McCarthy for 0.246 acres located along the southern right-of-way of East 6th Street adjacent to the East Carolina University Main Campus to September 13th and August 9th respectively.

Upon motion by Council Member Smiley and second by Council Member Bell, the City Council voted unanimously to approve the agenda as amended.





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**PUBLIC COMMENT PERIOD**

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Mayor Connelly opened the public comment period at 6:10 pm, explaining procedures which should be followed by all speakers.

Chad Carwein – 2817 Jefferson Drive

Mr. Carwein read the following letter from Dr. Stanley Riggs, Distinguished Professor of Coastal and Marine Geology at East Carolina University since 1967:

**\*\*COPY\*\***

TO: Greenville City Council  
FROM: Dr. Stanley R. Riggs  
DATE: June 6, 2018  
SUBJECT: GREEN MILL RUN AND GREENVILLE'S FLOODING

If Greenville is serious about minimizing the impact of flooding, then it is essential to recognize the critical role of floodplain development within its urban drainage systems. The floodplain, or secondary stream channel, of any Coastal Plain stream provides three crucial components of stream dynamics. First, a broad floodplain provides increased water flow capacity; second, vegetation represents a major sponge that substantially lowers the ground-water level, further increasing the water capacity of the drainage system; and third, a broad, vegetated floodplain substantially slows down the destructive flows of flash flooding events.

The lower portion of Green Mill Run, from Tenth Street to Fifth Street contains a series of constrictions due to the long-term encroachment of buildings, streets, and bridges within the floodplain. In addition, the primary stream channel in the Tenth Street segment (from just west of the post office to just east of Forest Hill Cir.) has been substantially moved, straightened, and ditched for development purposes. The long-term consequence has been loss of much floodplain area and elimination of substantial amount of buffer-zone vegetation; both of which decrease storm-water capacity and increase flooding potential. This is further magnified by Greenville's upstream growth that delivers ever increasing amounts of storm-water at increasing rates into this highly modified lower section of Green Mill Run. Natural floodplains and its vegetation are crucial for storm protection as urban areas continue to grow. Houston's recent flooding was the direct result of an extremely large storm event; however, the magnitude was exacerbated from a long-development history that ignored natural drainage stream dynamics.



To allow additional encroachment of any sort on the already severely impacted lower reaches of Green Mill Run, particularly along the Tenth Street segment, will continue to increase impacts from future flood events. For the short term, the city should protect whatever floodplain buffer zone is left, maximize the growth of shrubbery and trees within this zone, and upgrade the present constricting bridges/culverts from Rock Springs Road to Fifth Street. In the longer term, Greenville should consider ways of eliminating existing development within the former floodplain along the south side of Tenth Street where flooding is so severe. This action would allow flood waters to occupy a larger portion of Green Mill Run's former floodplain, eliminate a major area of routine flood damage, and minimize the impact of increased water runoff from upstream growth and development.

**\*\*END COPY\*\***

To end on a personal note, Mr. Carwein stated he has only lived in Greenville for about 2½ years, but he can already tell it is high time for the City to put the safety, sustainability and long term resilience of the community ahead of the short term profits of private developers, especially for a land owner who made a poor and ill-advised investment.

Hap Maxwell – 1506 E. 5th Street

Mr. Maxwell stated he has lived on E. 5<sup>th</sup> Street since 1982 and is the current President of the Tar River University Neighborhood Association (TRUNA), as well as a member of the Planning and Zoning Commission. He said he would like to address what he sees as a flawed practice that has impacted his neighborhood three times since the adoption of the Horizons: 2026 plan in 2016. The process that lead to this plan somehow resulted in unwarranted changes being made to the Future Land Use and Character Map. Those changes can prove devastating, not only for his neighborhood, but for the entire City if not addressed and corrected. Those living in the TRUNA neighborhood are stakeholders who stand to be directly impacted, yet they were not included in the process before changes were made to the Future Land Use and Character Map. He stated what concerns him most is what was used to justify those changes. The facts, as stated by City staff, do not stand up to scrutiny for the changes made to the Future Land Use and Character Map and do not justify the zoning changes City staff now refer to as being in compliance.

Ann Maxwell – 1506 E. 5th Street

Ms. Maxwell stated she was on the Horizons: 2026 Committee and attended all meetings. The document is wonderful and the Committee spent hours going over the words to ensure it reflected the wishes of the public who attended their meetings. When the Committee voted to adopt the plan, she was very excited because it included the Watershed Master Plan. An email was sent to the Committee in July, prior to the Plan's adoption in August stating the Future Land Use and Character Map was available online, but when she tried to look, it was very pixilated and made it nearly impossible to find anything. Addresses were illegible and most of the streets were not even listed. She was naive enough to think



everything on the map would reflect the works in the Horizons: 2026 document. She has since learned that is not at all true, and when she asked questions, she couldn't even get an answer about who drew the lines on the map. She has asked for legal advice and was told any changes to the Future Land Use and Character Map should be documented in writing, but she has received no documentation for why any of the changes occurred. In the land use plan says the Future Land Use and Character Map is the primary guide for planning and policy. Since adoption, no ordinances or design guidelines have been written and the Horizons: 2026 plan sits on the shelf.

Julian Vainright – 625 Maple Street

Mr. Vainright said he would like to address flood control concerns. Flooding in the 10<sup>th</sup> Street corridor is a very real concern. He and his wife own property on Maple Street and two of their houses have be the victim of flooding, one severely. This is a result of flash flooding and drainage within the flood basin. They feel development in this area will aggravate the problem. Ordinances need to be written to support the Watershed Master Plan and provide relief to this area which will, undoubtedly, be at risk for future flooding.

Michael Barnum – 614 Maple Street – Stormwater

Mr. Barnum, who indicated he is a registered land surveyor, stated during the past couple months, he has looked at some of the stormwater problems that Greenville has been experiencing. In talking to others, he sees that there are people all around who are affected by flash flooding. The Watershed Master Plan contains seven key watersheds, so it is not just one localized area. Six of these feed into the Tar River and one that heads towards the Neuse River. In looking at these plans, it kind of says that in 10 years, if development continues on the current path, there will be some pretty severe problems. It refers to \$150 million in replacements that must be done in a period between 10 and 25 years. The projections for 10 years for how much the water will rise show some places with an increase up to 3 feet. This could cause Greenville's Level 7 rating with FEMA, which gives homeowners a reduction on flood insurance, to drop to a Level 9 or 10, which is the worst possible rating. He spoke to people who lived in homes built in the 1940's and lived in them until the 1980's and they never flooded. One did not flood until Hurricane Floyd, and since then, it has flooded 5-6 times. He suggested having the stormwater plan become a key review point for any rezoning or construction permit to determine there are no problems, or if there are, to determine what should be done.

Donna Whitley – 1800 Forest Hill Drive

Ms. Whitley stated she has lived in Greenville all her life. In 1828, the Pitt County Government purchased 200 acres of land which is, today, called the County Home Complex. In October 2017, it was presented national recognition by the American Planning Association – The Great Public Space Award. There were five such awards in the nation, and only one in North Carolina. Where there was nothing but fields in 1828, there was first an old folks' home for poor people, but that was torn down in the 1980's. Today on that land is Wintergreen Elementary School, the Village of Yesteryear, the Farmers' Market, a recycling center, the Animal Shelter, the Alice Keene Senior Center and the Making Pitt Fit



Community Gardens. There are several miles of walking paths and there is still 50 acres of land left. The Great Public Space Award acknowledged local elected officials, saying they have, through thoughtful and deliberate planning, created a facility that promotes sustainability, healthy eating and physical activity among people of all ages. She asked the City Council to have the same great, grand vision that leaders had in 1828 related to proper zoning. What will Greenville and Pitt County look like in 200 years? Zoning will determine whether the City handles its flooding issues, stormwater run-off, traffic and appropriate development. If not taken seriously, Greenville could become the Houston of Eastern North Carolina. Anyone who experienced Hurricane Floyd and Hurricane Matthew knows that the river takes its riverbed back no matter how many walls and structures are built. Avoiding such damage again is connected to how officials zone the City and County. She asked that the Council have a vision for zoning that benefits all citizens and not just a few.

#### Inez Fridley – 2003 E. 5th Street

Ms. Fridley stated she feels strongly about the Horizons plan, having worked on it with Ann (Maxwell) and previously while she served on City Council years ago. She wants to lend her support to the current City Council to begin to update ordinances that will reflect the intent of Horizons: 2026. Citizens and staff spent countless hours working on this plan, but if ordinances are not created and updated to support the plan, the document has no teeth. The Stormwater Management Plan needs the very same attention. There are many individuals in the audience who are concerned about flooding and the time for public comment does not permit them all to speak; however, they will take the time each evening to come down to let the Council know.

#### David Rudel – 1904 E. 9th Street

Mr. Rudel said came to address the Elm and 10<sup>th</sup> rezoning that was continued, but wanted to make the City Council aware now of his reasons for opposing the rezoning. He purchased his home in 2010 with a grant of the City to help with the down payment, the idea being that the City wanted to keep the area residential. It seems that rezoning this property to commercial and office space defeats that purpose. He feels this will drive away people who wanted to live in a nice, quiet residential area around ECU. There has been much talk this evening about water management, and that corner has been flooded every year since he's lived there because there is a creek that goes through there and to the flood lot at ECU where people park. If the goal is to keep water out, cementing it in is not a good way to solve that problem. He frequently travels down 10<sup>th</sup> Street from Evans to Forest Hill and he can't think of a week that someone hasn't had a fender bender on that road. Bringing in increased population in terms of commerce will not help that property. It also seems the more commercial property that comes into the area, the more crime comes into his front yard. Five years ago, he came home from work to find Police officers in his yard. He asked what was going on. Apparently there had been an armed robbery and the suspect had parked somewhere and ran along the greenway behind the apartment complex, which is across from his property. The suspect ran through the apartment complex and through his yard. They caught the perpetrator, but along the way, he had discarded a gun, so the Police were looking for the gun in his yard. This past week, about 12-20 police cars



sectioned off his entire block because someone who committed an armed robbery in another part of the city parked there in order to use the greenway to get away. He asked the City Council to take into account the traffic, the crime, the importance of water and the desire to keep this area residential in considering this rezoning request.

Jonathan Wacker – 600 S. Elm Street

Mr. Wacker stated he lives on the corner of Elm and 6<sup>th</sup> Streets, one block north of Elm Street Park. He is not a geologist or scientist, but as the parent of two baseball players, he is concerned about how any development along Green Mill Run will impact Elm Street Park and Youth Baseball in Greenville. Hundreds of Greenville families spend a large part of their lives every year at Elm Street Park watching their children play ball and grow up to be good citizens. To a large degree, he credits the success his boys have had in high school, and soon to be in college, to the time they've spent at Elm Street Park. Hurricane Floyd devastated Elm Street Park and since then, the park has been flooded five more times from storm overflow from Green Mill Run. As development increases, more and more water is forced into Green Mill Run. According to the letter read earlier from Dr. Riggs, the floodplain along the river serves to absorb and defend against the effect of these floods. To quote Dr. Riggs, "Greenville should consider ways of eliminating existing development within the former floodplain along the south side of 10<sup>th</sup> Street where flooding is so severe." If a respected geologist is saying the City should consider eliminating existing development along the river in the interest of saving places like Elm Street Park, why would the City even consider increasing development along the river? Please don't jeopardize the future of this fantastic youth center simply in the interest of increasing profits for the owners of those adjacent properties.

Emilie Kane – 1706 Canterbury Road

Ms. Kane stated she lives in Stratford Subdivision, which is off Charles Boulevard. She does not live in the Tar River Neighborhood or on 10<sup>th</sup> Street or near Green Mill Run, but she is very concerned about the effects of flooding in Greenville. She was a member of the Horizons: 2026 Committee. For nearly two years, the committee met with competent expert consultants paid for by taxpayer money. They worked out a comprehensive plan to guide development and growth in the City. More than 25 citizens met multiple times and spent countless hours of volunteer time to hammer out the best way for Greenville to go forward and prosper. Horizons: 2026 incorporated the Watershed Master Plan and was brought before Council and approved in August 2016. It was time for the City to bring the plan to reality and put it in action. This requires ordinances to be developed and design guidelines to be formulated. The plan was not intended to be placed on a shelf somewhere in the back of City Hall, but rather was designed to be used by this community. The number one land use problem Greenville faces is flooding. Building resilience to the natural hazards of flooding should be primary on the agenda. Limiting development in the flood plain is clearly one forward step. She encouraged movement to implement Horizons: 2026.



Barney Kane – 1706 Canterbury Road

Mr. Kane said Horizons: 2026 was endorsed and approved by a previous City Council, but residents of Greenville look to the Council to implement the work they've all agreed to. There should be continuity, and any waivers or failures to execute a plan that has already been worked on should be taken very seriously. In 1978, the Sierra Club's Greenville Chapter wrote a letter (he actually wrote it for Bob Graham's signature) to a department in Raleigh to get the first grant to study the feasibility of having greenways in Greenville. The vision then was that all of Green Mill Run would be a protected greenway and natural area for the City. A request for an area to be modified should not be done at the expense of someone else. It is important to consider the rights of the least person in the community. There should be no waiver to the comprehensive plan if it would increase downstream flooding in any way. If this City is to shine and be attractive, it is important to uphold the standards that were agreed upon. He asked that the Council preserve the beauty and natural character of this community.

\*\*The following individuals were registered to speak, but unable to do so due to the expiration of time for the Public Comment period:

- David Ames – 313 Longmeadow – Topic: Flooding
- Paige Lowery – 2601 Boone Ct, Unit A – Topic: ECU Student Issues

Having concluded the allocated 30 minutes for the public comment period, Mayor Connelly closed the public comment period at 6:40 pm.

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**SPECIAL RECOGNITIONS**

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City Manager Wall recognized the following employees for their participation and dedication to professional learning and development and invited them to come forward for a group photo.

**2017-2018 UNC School of Government Municipal Administration Course Graduate – Chantae Gooby**

**2017-2018 Chamber Leadership Institute Graduates – Lisa Kirby, Dale Mills, and Christi Williamson**

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**APPOINTMENTS**

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**APPOINTMENTS TO BOARDS AND COMMISSIONS**

Board of Adjustment



Council Member Smith made a motion to appoint Sharon Evans to a first three-year term that will expire in June 2021 in replacement of Kevin Faison, who was no longer eligible to serve. The motion was seconded by Council Member Smiley and unanimously carried

Council Member Bell made a motion to appoint Nathan Cohen to a first three-year term that will expire June 2021 in replacement of Dillon Godley. Council Member Smiley seconded the motion and it was unanimously carried.

Council Member Litchfield made a motion to reappoint Christopher Lilley to a first three-year term that will expire June 2021. Council Member Bell seconded the motion and it carried unanimously.

Mayor P.J. Connelly continued the appointment of Richard Winkler's seat.

With the appointment of Sharon Evans and Nathan Cohen to the board, the Order of Elevations was enacted as outlined in the City's Board and Commission Policy, elevating Hunt McKinnon to a regular member, Christopher Lilley to the Alternate 1 position, Sharon Cohen to the Alternate 2 position, and Nathan Cohen to the Alternate 3 position.

#### Community Appearance Commission

Council Member Smiley made a motion to reappoint Meredith Fister to a first three-year term that will expire July 2021. Council Member Bell seconded the motion and it carried unanimously.

Council Member Smiley continued the appointment of Todd Brown's seat.

#### Environmental Advisory Commission

Council Member Meyhoeffer continued the appointment for Durk Tyson's seat.

#### Greenville Utilities Commission

Council Member Bell made a motion to reappoint Thomas Stoughton to a first three-year term that will expire June 2021. Council Member Smiley seconded the motion and it carried unanimously.

#### Housing Authority

Council Member Bell continued the appointment for Ann Huggins' seat.

#### Human Relations Council

Mayor Pro-Tem Glover continued all appointments.

#### Pitt-Greenville Airport Authority

Council Member Smith made a motion to reappoint Eric Clark to a second four-year term that will expire June 2022. Council Member Bell seconded the motion and it carried unanimously.



Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer made a motion to:

- Reappoint JJ McLamb to a second three-year term that will expire July 2021
- Nominate Robert Sheck to the Pitt County Commissioners to fill an unexpired term that will expire July 2023

Council Member Bell seconded the motion and it carried unanimously.

Planning & Zoning Commission

Council Member Smith continued the appointment for Margaret Reid’s seat.

Police Community Relations Committee

Mayor Pro-Tem Glover continued the appointment of Leonard Naipaul’s seat.

Recreation & Parks Commission

Council Member Smith continued the appointment of Audrey Gates Nealy’s seat.

Council Member Litchfield continued the appointment of Elizabeth Seda’s seat.

Youth Council

Mayor Pro-Tem Glover continued all appointments.

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**NEW BUSINESS**

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**PUBLIC HEARINGS**

**ORDINANCE TO ANNEX COVENGTON DOWNE, LOT 2, BLOCK G INVOLVING 0.796 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF EAST FIRE TOWER ROAD AND 550+/- FEET EAST OF WIMBLEDON DRIVE**

This item was continued to August 9, 2018.

**ORDINANCE TO ANNEX THE PATRICIA S. BOWEN ET. AL. AND HELEN M. SCHELLER PROPERTIES INVOLVING 28.122 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF CHARLES BOULEVARD AND ADJACENT TO GRACE CHURCH AND TUCKER ESTATES SUBDIVISION**

This item was continued to December 13, 2018.

**ORDINANCE TO ANNEX MILL CREEK, PHASE 2 INVOLVING 17.5143 ACRES LOCATED AT THE CURRENT TERMINUS OF MEGAN DRIVE** – (Ordinance No. 18-032)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #5. The property is currently vacant





with no population, and a population of 72 expected at full development. Current zoning is RA20 (Residential-Agricultural), with the proposed use being 33 single-family lots. Present tax value is \$227,596, with tax value at full development estimated at \$8,283,000.

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

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

Council Member Smiley moved to adopt the ordinance to annex Mill Creek, Phase 2 involving 17.5143 acres located at the current terminus of Megan Drive. Council Member Bell seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE 1.322 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF CHARLES BOULEVARD AND 200+/- FEET NORTHWEST OF BLUEBILL DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])** – (Ordinance No. 18-033)

Planner Chantae Gooby stated Happy Trail Farms, LLC has requested to rezone 1.322 acres located along the western right-of-way of Charles Boulevard and 200+/- feet northwest of Bluebill Drive from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-Family]).

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 124 trips to and from the site on Charles Boulevard, which is a net increase of 76 additional trips per day. During the review process, measures to mitigate the traffic will be determined.

In 1993, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned to its current zoning as part of a large-scale ETJ extension. The nearest sanitary sewer is located 750 +/- feet away from the subject property, but water is available from Eastern Pines Water Corporation. There are no known historical conditions/constraints on this property, nor are there any known environmental conditions/constraints.

Under the current zoning, Ms. Gooby stated the site could accommodate no more than five (5) single-family lots. Under the proposed zoning, staff would anticipate the site could accommodate 15-18 multi-family units (1, 2 and 3 bedrooms) or 10,200 square feet of office space. The anticipated build-out time is within 1-2 years.

Surrounding land uses and zoning are as follows:  
North: RA20 – One (1) single-family residence  
South: R6 – Grey Fox Run Subdivision



East: OR - Vacant

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

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

Ms. Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its May 15, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 6:56 pm and invited anyone wishing to speak in favor to come forward.

Mike Baldwin – No Address Given

Mr. Baldwin, representing the applicant, stated he is available to answer any questions the Council may have.

Hearing no one else wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 6:57 pm.

Council Member Bell moved to adopt the ordinance to rezone 1.322 acres located along the western right-of-way of Charles Boulevard and 200+/- feet northwest of Bluebill Drive from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-Family]). Council Member Smiley seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY PITT COUNTY COMMITTEE OF 100, INCORPORATED TO REZONE A TOTAL OF 3.42 ACRES LOCATED NEAR THE NORTHWESTERN CORNER OF THE INTERSECTION OF OLD CREEK ROAD AND SUGG PARKWAY FROM RA20 (RESIDENTIAL-AGRICULTURAL) AND PIU (PLANNED UNOFFENSIVE INDUSTRY) TO PIU (PLANNED UNOFFENSIVE INDUSTRY) FOR TRACT 1 AND IU (UNOFFENSIVE INDUSTRY) FOR TRACT 2 – (Ordinance No. 18-034)**

Planner Chantae Gooby stated the Pitt County Committee of 100, Incorporated has requested to rezone a total of 3.42 acres located near the northwestern corner of the intersection of Old Creek Road and Sugg Parkway from RA20 (Residential-Agricultural) and PIU (Planned Unoffensive Industry) for Tract 1 and IU (Unoffensive Industry) for Tract 2.



Based on the analysis comparing the existing zoning (141 daily trips) and requested rezoning, the proposed rezoning classification could generate approximately 80 trips to and from the site on Sugg Parkway, which is a net decrease of 61 less trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated. During the review process, measures to mitigate the traffic will be determined.

In 1983, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned to its current zoning as part of a large-scale ETJ extension. The property is located in the Recognized Industrial Area and is part of the Indigreen Subdivision, Section 5, Lot 10. Water is available from in the right-of-way of Sugg Parkway, but sanitary sewer is not currently available. There are no known historical conditions/constraints on this property, nor are there any known environmental conditions/constraints.

Under the current zoning, Ms. Gooby stated the site could accommodate 17,400 square feet of pharmaceutical manufacturing. Under the proposed zoning, staff anticipates the site to accommodate a utility substation. The anticipated build-out time is within one (1) year.

Surrounding land uses and zoning are as follows:

North: PIU – Vacant (under common ownership of the applicant)

South: RA20 - Vacant

East: RA20 – Vacant (under common ownership of the applicant)

West: PIU – Vacant (under common ownership of the applicant)

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

Ms. Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its May 15, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 7:02 pm and invited anyone wishing to speak in favor to come forward.

Dwight Vernelson – No Address Given

Mr. Vernelson, representing Rivers & Associates, stated he is available to answer any questions the Council may have.



Hearing no one else wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:03 pm.

Mayor Pro-Tem Glover moved to rezone a total of 3.42 acres located near the northwestern corner of the intersection of Old Creek Road and Sugg Parkway from RA20 (Residential-Agricultural) and PIU (Planned Unoffensive Industry) for Tract 1 and IU (Unoffensive Industry) for Tract 2. Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY 101010, LLC, COOK RE HOLDINGS, LLC AND DELTA ALPHA EAST, LLC TO REZONE 3.9174 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF EAST 10TH STREET AND ELM STREET FROM R9 (RESIDENTIAL [MEDIUM DENSITY]) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])**

This item was continued to September 13, 2018.

**ORDINANCE REQUESTED BY JEFFREY DANIELS AND TIMOTHY MCCARTHY TO REZONE 0.246 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF EAST 6TH STREET ADJACENT TO THE EAST CAROLINA UNIVERSITY MAIN CAMPUS FROM R9S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])**

This item was continued to August 9, 2018.

**ORDINANCE TO AMEND THE ZONING ORDINANCE TO ADD A DANCE STUDIO AS A PERMITTED USE IN THE IU (UNOFFENSIVE INDUSTRY) ZONING DISTRICT –**  
(Ordinance No. 18-035)

Chief Planner Tom Weitnauer stated that Kimberly Saad and her husband own a building within an IU zoning district and desire to open a dance studio. Under the current zoning ordinance, the proposed use is not allowed in the IU district. The Saads have submitted a zoning ordinance text amendment to allow dance studios in the IU district, by right. If the ordinance is adopted, dance studios would be permitted on all property zoned IU.

Mr. Weitnauer explained the definition of the IU district according to the current Zoning Ordinance and explained permitted and special uses allowed therein. He stated that dance studios are currently allowed in the OR (Office Residential), Office (O), Downtown Commercial (CD) and Neighborhood Commercial (CN) zoning districts as a permitted use and are allowed in the Downtown Commercial Fringe (CDF) zoning district as a special use.

In order to amend the Table of Uses to allow a dance studio as a permitted use in the



IU zoning district, a text amendment is required. In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons 2026: Greenville's Community Plan and staff recommends adoption. The Planning and Zoning Commission voted unanimously to recommend adoption at its April 17, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed text amendment open at 7:07 pm and invited anyone wishing to speak in favor to come forward.

Jimmy Nelson – No Address Given

Mr. Nelson, attorney for the applicants, stated Greenville is really famous within North Carolina for sports and activities that kids can do to get out of the house and away from video games. He feels a dance studio should be an obvious choice for an allowed use in these types of areas with these types of unoffensive industries.

Kimberly Saad – No Address Given

Ms. Saad stated this has been a very educational process for her and she appreciates all the work done by the Planning and Zoning staff to help present her case. She opened her studio in 1997 with 33 students and a staff of just herself. They now have 17 part-time employees and almost 400 students. She said she would appreciate favorable consideration of her request.

Hearing no one else wishing to speak in favor of the proposed text amendment, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:10 pm.

Council Member Smiley moved to adopt the ordinance to amend the Zoning Ordinance to add a dance studio as a permitted use in the IU (Unoffensive Industry) zoning district. Council Member Litchfield seconded the motion, which passed by unanimous vote.

**ORDINANCE TO AMEND THE ZONING ORDINANCE TO ALLOW SAND MINING IN THE CH ZONING DISTRICT WITH APPROVAL OF A SPECIAL USE PERMIT** – (Ordinance No. 18-036)

Chief Planner Tom Weitnauer stated the City received a text amendment application from Mike Baldwin, Baldwin Design Consultants, PA, which proposes sand mines as a special use within the CH (Heavy Commercial) zoning district. Under the current zoning ordinance, the proposed use is not allowed. In order to amend the Table of Uses to allow sand mines as a special use in the CH zoning district, a text amendment is required.

Greenville's comprehensive plan, Horizons 2026: Greenville's Community Plan was reviewed to ascertain compliance with the Plan, and effectively with the community's values. In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Plan and staff recommends adoption of the proposed amendment. The Planning



and Zoning Commission voted 5 to 4 in favor of recommending approval at their May 15, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed text amendment open at 7:16 pm and invited anyone wishing to speak in favor to come forward.

Mike Baldwin – No Address Given

Mr. Baldwin stated he was available to answer any questions the City Council might have.

Hearing no one else wishing to speak in favor of the proposed text amendment, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:19 pm.

Council Member Bell moved to adopt the ordinance to amend the Zoning Ordinance to allow Sand Mining in the CH Zoning District with approval of a special use permit. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

**ORDINANCE TO AMEND THE ZONING ORDINANCE TO REVISE THRESHOLDS FOR VEGETATION COMPLIANCE** – (Ordinance No. 18-037)

Chief Planner Tom Weitnauer stated the City initiated a Zoning Ordinance text amendment to revise the thresholds for vegetation compliance. Title 9, Chapter 4, Article P, Vegetation Requirements, Section 9-4-271, entitled “Nonconforming Vegetation; Compliance Required” requires vegetation for existing projects undergoing expansions. The City Council requested staff evaluate the suitability of the thresholds of these regulations to current projects, particularly industrial expansions. As requested by Council, staff presented summaries of Greenville's vegetation requirements for expanding businesses during Council meetings on March 8, 2018 and April 9, 2018. During these meetings, staff summarized existing regulations and results of a survey of how other cities require vegetation for expanding businesses.

Mr. Weitnauer stated this zoning ordinance text amendment was developed between staff and Council to address shared concerns to revise thresholds when landscaping would be required during expansions and how to enhance flexibility in administering vegetation requirements for projects that don't meet vegetation requirements prior to expansion.

Mr. Weitnauer explained that the proposed amendments will:

- Increase the threshold when buildings and parking lots expand, individually or collectively, from what is currently 20% lot coverage to a higher threshold of 50%
- Add a provision that existing impervious areas do not have to be removed to accommodate required landscaping, yet added flexibility to require installation in open areas to the greatest extent possible



- Remove interior landscaping requirements for projects in industrial zoning districts, yet continue to require street trees, a row of shrubs between roads and parking lot and a perimeter landscape buffer
- Add flexibility that the location of required vegetation may be adjusted based on site constraints

Greenville's comprehensive plan, Horizons 2026: Greenville's Community Plan was reviewed to ascertain compliance with the Plan, and effectively with the community's values. In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Plan and staff recommends adoption of the proposed amendment. The Planning and Zoning Commission voted 5 to 4 in favor of recommending approval at their May 15, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed text amendment open at 7:22 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor of the proposed text amendment, Mayor Connelly invited comment in opposition.

Ruth Leggett – No Address Given

Ms. Leggett stated she played a key role in the 1990's when the bufferyard ordinance was established. She is not really here to oppose this, but given the earlier discussion about flood impacts, if Council is going to add ordinances to strengthen the flood impacts, this is the sort of thing that should be considered. She suggested that impact on the flood area be considered in any changes to bufferyard and vegetation requirements.

Hearing no one else wishing to speak in opposition, Mayor Connelly closed the public hearing at 7:24 pm.

Mayor Pro-Tem Glover moved to adopt the ordinance to amend the Zoning Ordinance to revise thresholds for vegetation compliance. Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

**RESOLUTION TO CLOSE GLEN ARTHUR AVENUE FROM E. THIRTEENTH STREET TO E. FOURTEENTH STREET** – (Resolution No. 023-18)

Public Works Director Kevin Mulligan stated the City received a petition from Crones, LLC requesting the closure of Glen Arthur Avenue from Thirteenth Street to Fourteenth Street. The petitioner is the owner of the properties adjoining both sides of the street section requested to be closed.

Mr. Mulligan stated the Planning and Zoning Commission gave favorable recommendation to the petition for closure during its April 17, 2018, meeting. City Council adopted a



Resolution of Intent to Close Glen Arthur Avenue from E. Thirteenth Street to E. Fourteenth Street during its May 7, 2018, meeting, setting tonight as the date for the public hearing.

Pursuant to the provisions of G.S. 160A-299, Mr. Mulligan stated the Resolution of Intent to Close was published in The Daily Reflector on four consecutive Mondays and a copy thereof was sent by certified mail to all owners of property adjacent to the street as shown on the Pitt County tax records. A notice of the closing and public hearing has been prominently posted in two places along the street section to be closed.

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

Mr. Mulligan noted that budgeted funds of \$348 for yearly maintenance of this street section and \$300 for street lighting will no longer be required upon the effective date of the Resolution to Close by City Council. The City will no longer receive Powell Bill funds of \$102 annually for the closed street section.

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

Hearing no one wishing to speak in favor, Mayor Connelly invited comment in opposition. Also hearing no one, Mayor Connelly closed the public hearing at 7:27 pm.

Council Member Litchfield moved to adopt the resolution to close Glen Arthur Avenue from E. Thirteenth Street to E. Fourteenth Street. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

### **PUBLIC HEARING FOR THE 2018-2022 CONSOLIDATED PLAN AND THE 2018-2019 ANNUAL ACTION PLAN FOR CDBG AND HOME PROGRAMS**

Eric Chatham, of Civitas, said he has worked with the Community Development Department, Housing Division, to draft the update of the five (5) year Consolidated Plan. The plan is mandated by the US Department of Housing and Urban Development (HUD) and is designed to assist municipalities in assessing their needs in affordable housing, economic and community development. The plan is a data-driven approach which takes into consideration market conditions and community needs, as well as to ensuring the City is making good place-based investment decisions. The proposed activities must tie back to the identified objectives of the Consolidated Plan. To receive Community Development Block Grant (CDBG) AND HOME Investment Partnership Funds, the City must prepare an Annual Action Plan each year.





In addition to the Consolidated Plan update, Mr. Chatham said the Housing Division also developed activities for the upcoming 2018-2019 Annual Action Plan with the findings of the 2018-2022 Consolidated Plan. The Annual Action Plan is the annual allocation of resources for housing activities utilizing CDBG and HOME Investment Partnership Funds. Greenville is an “Entitlement City” under the CDBG program and a “Participating Jurisdiction” (PJ) under the HOME Investment Partnership Funds program. These designations result in annual formula allocations to the City by HUD to benefit low to moderate income residents. Expenditure of CDBG and HOME funds must meet grant program spending requirements and national objectives.

In the development of the 2018-2022 Consolidated Plan and the 2018-2019 Annual Action Plan analysis, staff finds the following broad program goals should be pursued over the next five (5) year period to advance the goals of City Council:

- Provide for Owner Occupied Housing Rehabilitation
- Increase Affordable Rental Opportunities
- Reduce Slum and Blight in Residential Areas
- Increase Homeownership Opportunities
- Provide Permanent Supportive Housing for Homeless Persons
- Provide Supportive Services for Homeless Persons
- Improve Access to Public Facilities
- Expand Public Infrastructure and Improve Capacity
- Provide Supportive Services for Persons with Special Needs
- Provide Vital Services for LMI Households

Mr. Chatham stated the City has been authorized to use HUD funding in the amount of \$906,560 in CDBG funds and \$527,575 in HOME program funds for the 2018-2019 fiscal year. Staff proposes the following budgeted activities for the 2018-2019 year:

<b>Annual Action Plan: CDBG Projects and Funding</b>	
<b>Project Name</b>	<b>Funding Amount</b>
Administration	\$181,312
Rehabilitation/Urgent Repair - Housing	\$399,264
Public Facilities	\$150,000
Public Services	\$135,984
Clearance/Demolition	\$40,000
<b>Total Allocation</b>	<b>\$906,560</b>



**Annual Action Plan: HOME Projects and Funding**

<b>Project Name</b>	<b>Funding Amount</b>
Administration	\$52,758
CHDO Reserve Activities	\$79,136
Down Payment Assistance Program	\$80,000
New Construction/Housing	\$315,681
<b>Total Allocation</b>	<b>\$527,575</b>

Mayor Connelly declared the public hearing for the proposed plans open at 7:58 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Connelly invited comment in opposition. Also hearing no one, Mayor Connelly closed the public hearing at 7:59 pm.

Council Member Smiley moved to approve the 2018-2022 Consolidated Plan and the 2018-2019 Annual Action Plan for the CDBG and HOME programs for implementation and authorize the Mayor and/or City Manager, as appropriate, to sign required documents. Council Member Bell seconded the motion, which passed by unanimous vote.

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**OTHER ITEMS OF BUSINESS**

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**PRESENTATION OF THE PROPOSED FISCAL YEAR 2018-19 OPERATING BUDGET AND FISCAL YEAR 2019-20 FINANCIAL PLAN:**

- **CITY OF GREENVILLE INCLUDING SHEPPARD MEMORIAL LIBRARY AND PITT-GREENVILLE CONVENTION & VISITORS AUTHORITY** – (Ordinance No. 18-038)
- **GREENVILLE UTILITIES COMMISSION** – (Ordinance No. 18-039, Resolution No. 024-18, Resolution No. 025-18)

City Manager Ann Wall noted that the Reimbursement resolution for financing GUC's Capital Projects for Improvements not to exceed \$1,500,000, which is referenced in the agenda packet, was inadvertently omitted from the material. She stated a copy of that resolution has been placed at all seats on the dais.



Upon motion by Council Member Smiley and second by Council Member Bell, the City Council voted unanimously to adopt the FY2016-2017 Budget Ordinance and approve the FY 2019-2020 Financial Plan for the City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention and Visitors Authority and the Greenville Utilities Commission.

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**CITY MANAGER'S REPORT**

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City Manager Ann Wall expressed appreciation to the City Council for their assistance with this year's successful budget process, particularly their work during the Planning Session with setting goals and priorities. She commended Assistant City Manager Michael Cowin, Financial Services Director Byron Hayes, Financial Analyst Shelley Leach and recently retired Financial Services Director Bernita Demery for all their hard work and a job well done.

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**COMMENTS FROM THE MAYOR AND CITY COUNCIL**

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

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**ADJOURNMENT**

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Council Member Meyerhoeffer moved to adjourn the meeting, seconded by Council Member Bell. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 8:08 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JUNE 25, 2018



A regular meeting of the Greenville City Council was held on Monday, June 25, 2018 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 pm. Council Member Will Litchfield gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor P. J. Connelly and Council Members Will Bell, Rick Smiley, William F. Litchfield, Jr. and Brian V. Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Glover and Council Member Smith

Also Present:

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

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**APPROVAL OF THE AGENDA**

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Upon motion by Council Member Bell and second by Council Member Smiley, the agenda was approved as presented by unanimous vote.

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**PUBLIC COMMENT PERIOD**

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Mayor Connelly opened the public comment period at 6:04 pm and explained procedures to be followed by anyone who wished to speak.

Suzanne Creech – 1801 S. Charles Boulevard

Ms. Creech stated she is not affiliated, in any way, with the Greenville Police Department (GPD) or any of its members. She is speaking as a concerned citizen, a business owner and a patron of the Greenville community. She said she has reviewed the video of the June 11<sup>th</sup> meeting and has some questions and concerns. She is sorry the full Council is not present tonight. During the June 11<sup>th</sup> meeting, it was clear that the Council wanted to tell the GPD what they could do differently during their interactions with citizens. She agrees that everyone has room for improvement, but would like to know what the City Council is doing to make Greenville safer for the other 95% of the population. What is the Council doing to reduce the recidivism rate in Greenville? Drawing a comparison to the sports broadcasts the performance of athletes after a sporting event has happened, she said that was essentially what the Council was going with the GPD – playing Monday morning



quarterback for what a police officer should do differently on a traffic stop. These officers don't have time to sit and review what should be done. They have to make split second decisions. These decisions impact not only the officer, but the individuals they are interacting with and the community around them. These officers have to protect everyone, which is where a high level of training comes into play. GPD is recognized as a Gold Standard Department by CALEA, which is no easy feat. In 2016, GPD had over 80,000 interactions with citizens. Out of those, there were 0.03% who complained – or about 20 of the 80,000. Ms. Creech stated she does not have stats for 2017 yet, but she would be skeptical of the numbers since so many complaints came from a City Council member on behalf of individuals having interaction with police. She asked that someone please explain to her why Greenville needs a Police Citizen Review Board for 0.03% complaints.

Nancy Winterbauer – 3005 Pinecrest Drive

Ms. Winterbauer stated she is speaking on behalf of the West Greenville Health Council, which formed about a year and a half ago with their mission being to improve the overall wellbeing of citizens in West Greenville. She asked that the City Council approve extension of the greenway from Town Common to the health care center, which they see as a health equity issue. West Greenville residents suffer a much higher, disproportionate burden of disease in comparison with Pitt County and the State as a whole. Diseases include diabetes, high blood pressure and stroke, all of which can be lessened by increased physical activity. She then extended an invitation to the City Council to attend their Block Party at Thomas Foreman Park on August 4<sup>th</sup> from 10:00 am until 2:00 pm.

Diane Kulik – 122 Fort Sumter Drive

Ms. Kulik stated she is speaking on her own behalf in support of the Greenville Police Department (GPD). All of those officers are professional, well-trained excellent police, as are all City employees. She feels citizens should be supportive of all employees because, as taxpayers in Greenville, all citizens are employers. Ms. Kulik cited her background in Human Resources and stated that, employers never berate employees or address personnel issues in public or on television. Job reviews should be done behind closed doors and not in front of customers or the public. She asked if there were employers coming into town to scout out the City, would the Council really want those employees to hear negatives from the Council. The focus should be on putting the City's best foot forward. Ms. Kulik stated she does not support a Citizens Review Board. Before hitting the street, police officers have 600 hours of training. Review board members would, in no way, have that number of hours of training on law, policy and the things one needs to know in order to make sound decisions. She asked that the City Council be supportive of what all City employees do and said she would hate to hear of any other department manager having to stand by while being berated for an hour.



Don Cavellini – 101 Lancaster Road

Mr. Cavellini stated he is Co-Chair of the Coalition Against Racism in the City and Pitt County. He had not planned to speak, but hearing Ms. Kulik, who is very influential within the City and is associated with the Neighborhood Advisory Board, felt compelled to speak as Co-Chair of his neighborhood association. He is glad the City Council agreed to sit down and meet with them, as they did last Friday. He hopes that process will continue, to establish a Citizen Complaint Review Board to monitor the activities of law enforcement in Greenville. Citizens of Greenville have a right to an accountable and transparent police force in this city.

Garrett Taylor – No Address Given

In looking at some of the concerns expressed by a gentleman at a prior meeting, Mr. Taylor said he felt comments were taken as a group of people who were against the police type of situation. He said they were not out against the police officers. They understand the role of the police and their importance within the community, but they were saying there are things within the community that need to be done differently and done better. They were not saying they were against anything. What goes on with regard to crime will be an ever-evolving situation.

Hearing no one else who wished to address the City Council, Mayor Connelly closed the public comment period at 6:19 pm.

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

**AUTHORIZATION TO APPLY FOR A 2018 BUILD GRANT FOR MULTIMODAL TRANSPORTATION NETWORK**

**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** – (Resolution No. 026-18)

**APPROVAL TO ENTER INTO A CONTRACT FOR THE PURCHASE OF UNIFORMS FOR THE POLICE DEPARTMENT**

**CONTRACT WITH THE FERGUSON GROUP FOR FY 2018-2019**

**CONTRACT FOR SERVICES WITH THE PITT COUNTY ARTS COUNCIL AT EMERGE**





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.

Mr. Fenton stated that 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 its June 13, 2018 meeting, the Recreation and Parks Commission held a public hearing on the naming of the park. Following input from a Westpointe area resident, the Commissioners voted to recommend that City Council approve naming the park either "Westpointe Park" or "Pine Ridge Park."

Mayor Connelly declared the public hearing for the proposed naming open at 6:23 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to speak in favor, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 6:24 pm, then read the following statement from Council Member Smith:

Hello – I apologize for not being in the mtg in person to share my sentiments about the naming of the park.

We have worked on this park for several years with some key stake holders of the community leading the charge. Now that we have come to the near conclusion, I am most excited.

At this juncture it is important to give the park a fitting name. As the residents have been actively involved from its conception I thought it would be most fitting to receive their feedback on what they thought would be the best name. After attending the Recreation and Park meeting 2 names were selected to be considered. I sent those 2 names to the neighborhood association and elicited responses. The name that was selected the most and gained the most consensus was West Pointe Park. Many feel like the name should reflect the area. I did forward the emails that came to me to the Assistant City Manager, Michael Cowin. I wanted the residents words to been seen and read in regards to their top choice. I agree 100% with the residents of this area to go with the name of West Pointe Park.

Thank you and I look forward to the ribbon cutting ceremony so that we can all celebrate the new gathering place for this community.

Council Member Meyerhoeffer moved to name the park in the Westpointe Village development as "Westpointe Park". Council Member Smiley seconded the motion, which passed by unanimous vote.





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**OTHER ITEMS OF BUSINESS**

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**PARKING LOT LEASE WITH EVANS STREET PROPERTIES, LLC AT EAST SECOND STREET AND COTANCHE STREET** – (Resolution No. 028-18)

City Attorney Emanuel McGirt stated 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 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.

Mr. McGirt stated the lease was entered on October 18, 1996 (1996 Lease) and expires on December 31, 2023. The Tenant desires to lease the property for a 10 year period commencing this year. The 1996 Lease would have to be terminated to authorize the new lease. \$45,121.76 is to be received in annual rental payments for the first year, with said rent to increase at rate of 2% each year during the term of the lease.

Upon motion by Council Member Smiley and second by Council Member Bell, the City Council voted unanimously to adopt the resolution which (1) 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 (2) 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.

**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**

Council Member Meyerhoeffer asked what will be torn down if the easement is granted.

Pitt-Greenville Airport Executive Director Betty Stansbury stated 12 trees will be taken down related to Runway 2. On the next item for Runway 8, they will be clearing 12 acres.

Public Works Director Mulligan added that some of the 12 trees being removed for Runway 2 are in the direct path of the greenway.

Council Member Smiley asked that someone explain the purpose of an avigation easement.



Ms. Stansbury stated it relates to the airspace above a property and allows them to cut down trees that are within the flight path.

Upon motion by Council Member Bell and second by Council Member Smiley, the City Council voted unanimously to authorize the Mayor to sign a deed and any other necessary document conveying an avigation easement for the approach path of Runway 2 to the Pitt County-City of Greenville Airport Authority, pursuant to N.C. General Statute 160A-274.

**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**

There being no separate discussion since Runway 8 was discussed with the previous item, Council Member Smiley moved to authorize the Mayor to sign a deed and any other necessary document conveying an avigation easement for the approach path of Runway 8 to the Pitt County-City of Greenville Airport Authority, pursuant to N.C. General Statute 160A-274. Council Member Bell seconded the motion, which passed by unanimous vote.

**REVIEW OF CIVILIAN POLICE REVIEW BOARD**

City Attorney Emanuel McGirt, accompanied by Assistant City Attorney Donald Phillips, stated that earlier in the year, Mayor Pro-Tem Glover requested information on how to form a Civilian Police Review Board (CPRB). Currently, there are four such boards in existence within the State of North Carolina: Durham, Greensboro, Charlotte and Winston Salem. Wilmington pursued this authority in 2003, but never adopted a program. These boards exist in an advisory capacity, similar to a Planning and Zoning Commission that makes a recommendation to the City Council. They review and hear appeals by persons not satisfied with Police Internal Affairs' (IA) investigation of complaints and dispositions made by the Chief of Police. For example, if a person stated he was a victim of excessive force under the current process, the complaint would go to IA for review and the process would end there, with the information being held confidential. If a CPRB existed, the Complainant would have a right to appeal an IA decision to the review board, however, in North Carolina, a CPRB only has the authority to review an IA decision and make a recommendation to the Police Chief and/or City Manager.

In looking at the composition of the CPRB's that exist in North Carolina, the boards are made up of city residents appointed by the Mayor, the Council or the City Manager. Members have a criminal background check and must sign a confidentiality agreement and undergo training. Their hearings are typically heard in closed session under personnel privacy laws. They have no discipline or subpoena power. The process typically followed in North Carolina is outlined in the chart at the beginning of the next page:



### Typical North Carolina CPRB Process

1. Citizen files Complaint with Police Internal Affairs (IA).
2. IA Investigates and issues disposition letter to Complainant.
3. Complainant Appeals to CPRB.
4. CPRB reviews how the case was investigated and may conduct a hearing (e.g. whether IA abused discretion or "clearly erred" in its disposition).
5. CPRB makes recommendation to Police Chief and/or CM.
6. Police Chief and/or CM makes the final decision as to the disposition of the IA investigation.

Mr. McGirt concluded his presentation by stating that a City needs to seek legislative authority from the General Assembly to establish a CPRB because a complaint filed with IA and its subsequent disposition are confidential under G.S. §160A-168.

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**CITY MANAGER’S REPORT**

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City Manager Wall expressed appreciation to City staff who worked to make the recent Movie in the Park a success and reminded City Council and the public of the upcoming Greenville Grooves, which will be held at Five Points Plaza from 5:00-8:00 pm on Friday, June 29<sup>th</sup>.

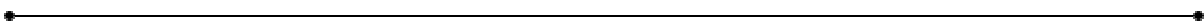
City Manager Wall also noted she had spent time recently with about 50 City employees recognizing milestone service anniversaries (5, 10, 15, etc.) and that between them, they had a collective 800 years of service to the City.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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





## ADJOURNMENT

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Council Member Bell moved to adjourn the meeting, seconded by Council Member Smiley. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 6:42 pm.

Respectfully submitted,

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

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, APRIL 9, 2018



A workshop of the Greenville City Council was held on Monday, April 9, 2018, in Conference Room 337, located on the third floor at City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:00 p.m.

Those Present:

Mayor P.J. Connelly, Council Member Kandie D. Smith, Council Member Will Bell, Council Member William Litchfield, Jr. and Council Member Brian Meyerhoeffler, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover, Council Member Rick Smiley

Also Present:

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

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**APPROVAL OF THE AGENDA**

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With no objection, the City Council moved forward with the agenda as presented.

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**PRESENTATION ON REVIEW OF USER FEES AND CHARGES**

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Assistant City Manager Michael Cowin stated that the City had conducted an analysis of fee-related services and their actual costs, noting that such an analysis had not been done in over 20 years. He stated that in most cases, the City is exceeding the cost compared to fees collected. He outlined staff's cost accounting process:

1. Identify all direct staff time spent on the fee-related activities or services
2. Calculate direct cost of the staff for each fee using productive hourly rates
3. Determine administrative or "overhead" costs (department and City-wide)
4. Compare total costs to the current fee
5. Recommend fee adjustments



Assistant Manager Cowin identified areas of potential fee adjustments: cemetery fees, parking leases, Recreation & Parks, Fire/Rescue Inspection Fees. He stated that in most areas, the City charges significantly lower rates than peer cities. He stated that the goal is to continue to provide affordable services and programs to citizens and balance fees with the cost of implementing those services. He stated that fees would need to be increased to catch up and then increased as needed, with the rate depending on whether the goal is to break even or cover additional expenses.

The City Council requested that staff bring back information on the maintenance cost per space on the parking deck and comparisons.

Assistant City Manager Cowin stated that staff would bring back the information and a proposed budget in May.

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**TEXT AMENDMENT PROPOSALS TO THE VEGETATION RETROFIT ORDINANCE  
FOR COMMERCIAL EXPANSIONS**

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City Planner Michael Dail presented proposed text amendments to the Vegetation Retrofit Requirements that were aimed to benefit the appearance of the community:

- Raise the expansions threshold from 20% to 50%
- Delete requirements to remove existing impervious areas
- Relax standards in the Recognized Industrial Area
- Add a deviation option specific to retrofits
- Require street tree and parking screening plantings only for the expansions that are less than 50% but greater than 20%

City Manager Wall stated that the text amendments would go the Planning & Zoning Commission and then come back to the City Council for approval.

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**PRESENTATION ON THE PROPOSED ACQUISITION OF A NEW COMPUTER-AIDED DISPATCHING (CAD)  
AND RECORDS MANagements SYSTEM (RMS) PLATFORM FOR THE POLICE DEPARTMENT**

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Police Chief Mark Holtzman stated the Greenville Police Department (GPD) has been working with the City's Information Technology Department (IT) to find a new Computer-Aided Dispatching (CAD) and Records Management System (RMS) software platform. He stated that the current system, Tyler/New World, is near its end of life and would be costly to update. He stated that after a rigorous vetting process, the Superior platform received the highest ranking and had the lowest cost up-front cost. He listed the benefits of the Superior software:

- CAD-to-CAD real-time information sharing
  - Ability to share data and calls with other agencies in Pitt County, such as the Sheriff's Office and East Carolina University Police (ECU)
  - Seamless transfer of 911 calls and data to GPD's dispatch
  - Better service to the community
- Mobile Computing
  - Standard field reporting
  - Integrated Mapping
  - Integrated GPS/AVL
  - Mobile App for Smart Phones
  - Integrated Public Safety Cameras
- Police-to-Police Data Sharing
  - Reduces Information Gaps
  - Increases officer safety with real-time alerts
  - Reduces phone calls between agencies
  - Provides officers with relevant information

Mayor Connelly asked if the City would need to receive permission to obtain data from these systems.

Chief Holtzman stated the City would need separate agreements with the County and ECU. He stated that there are 150 agencies in the state that currently use Superior and he noted that the City would have the capability to share information and data with them as well. He stated that he would bring back a list of the agencies to the City Council.

Council Member Smith asked how this system would help keep the community safe.

Chief Holtzman stated that the biggest benefit to the community is the information sharing that eliminates the lag between first responders and 911 dispatchers.

Assistant City Manager Cowin stated that the new system will cost an estimated \$310K per



year, with \$275K, the cost of the Tyler/New World system, already built into the budget.

Council Member Litchfield asked if there were any cost-sharing opportunities with the County and ECU to reduce costs for all organizations.

IT Director Rex Wilder stated that the County does not use the RMS portion so it may be more costly for them.

Chief Holtzman stated that there is an anticipated cost of \$1.3 million over for a lease agreement of 7 years. He stated that the system could cost an additional \$35K per year, but the goal is to break even once maintenance costs for the current platform are factored in. He stated that annual maintenance costs for the new platform would cover new releases and updates.

After a general discussion, City Manager Wall advised bringing the item back for approval in May to provide sufficient time to implement the new system by the target start date of March 2019.

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#### **MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) UPDATE**

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Minority and Women Business Enterprise (MWBE) Coordinator Ferdinand Rouse stated that the MWBE is a joint program between the City and Greenville Utilities Commission (GUC) designed to promote policies aimed at providing minorities and women equal opportunity in selling their products and services to the City and GUC. He stated that the program defines “minority” by NC State statute 148-123, sub-section B, that includes Black, Hispanic, Asian-American, American-Indian, female, disabled, and disadvantaged.

MWBE Coordinator Rouse provided a timeline with the City/GUC first adopting an interim plan in 1989, creating a plan in 1991, and creating a full-time MWBE Coordinator position in 2007 to head the program. He stated that the major functions of the MWBE are:

- Serve as a liaison between MWBE firms and buyers
- Responsible for compliance with NC General Statutes and City/GUC Policy. Provides guidance and training on MWBE requirements
- Provides business development and technical assistance to MWBE firms
- Develops and creates strategic alliances to increase the participation and utilization





of the MWBE.

MWBE Coordinator Rouse stated that GUC is a 50-50 partner in the program and pays for half of the program’s expenses. He listed training programs and upcoming events for the MWBE ,including coordinating the annual Mix-n-Meet, hosting the State’s Historically Underutilized Business (HUB) Advisory Meeting, and participating in a Community Series with the North Carolina Department of Transportation that is aimed at connecting large contractors with smaller subcontractors.

Council Member Smith asked what measures are in place to guide interested vendors through the City’s bidding process.

MWBE Coordinator Rouse stated that staff provides a checklist and will sit down individually with interested vendors. He stated that additional classes will be offered and information will be added to the website and YouTube that will walk potential vendors through the application packet, line by line.

Council Member Smith asked how aspiring business owners are made aware of opportunities and resources.

MWBE Coordinator Rouse stated that the MWBE holds workshops and trainings, and works closely with community partners, such as the Pitt Community College (PCC) Small Business Center.

City Manager Wall stated that the City’s Economic Development Office has put extra emphasis on promoting and supporting small businesses based on the feedback from the City Council’s 2018 Planning Session Retreat. She stated that in addition to offering training courses, the City is working on a website that will list available resources and requirements for opening a small business.

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**PROPOSED DONATION OF THREE PROPERTIES FROM AMOS “RAY” EVANS TO THE CITY OF GREENVILLE**

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Recreation & Parks Director Gary Fenton stated that Mr. Amos “Ray” Evans offered three parcels of land, totaling approximately 4 acres, to the City of Greenville. He stated that two of the parcels are in proximity to Evans Park/Green Mill Run, and one parcel is in the Kristen Drive neighborhood. He stated that the parcels in proximity to Evans Park/Green Mill Run would provide access to the park and the River Birch Tennis Center from Hooker



Road, and the acquisition would prevent the City from having to work out an easement for that portion of the Green Mill Run. He stated that the GPD is interested in using the parcel located in the Kristen Drive neighborhood for a community garden.

The Recreation & Parks Commission recommended that the City Council accept these properties at their March 14, 2018, meeting. Director Fenton stated that if the City Council approves, staff will move forward with the survey and environmental assessment and, if the results are favorable, accept the offer and bring it back to the City Council in May.

After a general discussion, the City Council directed staff to proceed with the survey and assessment for the two parcels on Hooker Road and look into the costs associated with the parcel in the Kristen Drive neighborhood.

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**ADJOURNMENT**

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Council Member Bell moved to adjourn the meeting, seconded by Council Member Meyerhoeffer. The motion carried unanimously, and Mayor Connelly adjourned the meeting at 5:34 p.m.

Prepared by:  
Valerie P. Shiuwegar  
Administrative Assistant

Respectfully submitted,

Carol Barwick  
City Clerk, CMC

DRAFT MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, MAY 7, 2018



A workshop of the Greenville City Council was held on Monday, May 7, 2018, in Conference Room 337, located on the third floor at City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:00 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover (joined the meeting at 4:30 p.m.), Council Member Kandie D. Smith, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

None.

Also Present:

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

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**APPROVAL OF THE AGENDA**

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Upon staff's recommendation, Item 5 was moved up to Item 3. The City Council moved forward with the agenda as amended.

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**EMPLOYEE HEALTH CLINIC UPDATE**

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Human Resources Director Leah Futrell provided a background on the clinic beginning with its opening on May 1, 2017, and listing major milestones including allowing Cigna-insured retirees above the age of 65 to access the clinic beginning August 1, 2017, and adding pharmacy services for commonly prescribed medications beginning May 1, 2018. Director Futrell noted benefits for both employees and the employer:

Employees



- Convenient
- No co-pay
- Confidential
- No impact on sick leave
- On-site prescription dispensing

#### Employers

- Healthier employees
- Reduction in paid healthcare costs
- Reduction in drug and pre-employment screening costs
- Reduction in workers' compensation claim costs
- Reduction in loss of work time and absenteeism

Director Futrell stated that the clinic is run under a service contract with Vidant Corporate Health, with Vidant responsible for the full operation of the clinic. She stated that there is an occupational nurse on staff 40 hours a week and a nurse practitioner 8 hours a week for a contracted staffing fee of just over \$160k.

Vidant Representative Bobbi Jo Vaughn stated that the clinic does offer care for acute cases, such as poison ivy and flu shots, as well as some preventative health care services, but it is meant to steer employees to primary physicians. She noted that Vidant has taken over the health and drug screening process from the City's Human Resources (HR) Department, freeing HR of that liability, and they provide case management services for work-related injuries. She stated that Vidant plans on being present for Cigna's next visit to look at ways that resources can be used more efficiently. She provided a cost analysis with direct cost savings equaling \$1.40 for every \$1.00 spent, and indirect cost savings equaling \$1.80 for every \$1.00 spent. She stated that the utilization numbers for the City are good, with 71% of employees having utilized its services.

Council Member Rick Smiley asked if adding dependents would take the facility up to capacity.

Director Futrell stated that growth is being taken in incremental steps, but space and staffing would not be an issue in the foreseeable future.

Mayor Connelly stated that having the clinic at an off-site location seems to be an advantage.

After a general discussion, Manager Wall acknowledged the savings and benefits of having



the clinic and thanked Assistant Manager Cowin, Director Futrell, the HR staff, and Vidant for their efforts in implementing the clinic.

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**GREENVILLE YOUTH @ WORK PROGRAM UPDATE**

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Director Futrell stated that the Greenville Youth @ Work Program was authorized and funded in March 2016 in support of the City Council's Strategic Plan initiatives to provide employment and training opportunities. The program is partnered by Region Q Workforce Innovation and Opportunity Act (WIOA) Work Experience Program to provide employment, training, and educational activities to eligible low-income youth, ages 16-24. She stated that the City provides funding for 20 positions and Region Q provides funding for an additional 5 positions. She stated that participants are interviewed give them interviewing experience and to place them in positions that they are interested in, such as office staff, light laborers, and staff assistants. Participants work an average of 29 hours per week for 7 weeks at \$8.50 per hour. She stated that the Youth @ Work Program provides work readiness training, work experience, and the opportunity to earn Career Readiness Certificates (CRC). She stated that out of the 25 participants in the 2017 program, 40% have found full time employment, with others working part-time, finishing their high school careers, running their own business, or pursuing 4-year degrees. She noted that one participant went on to obtain a full-time administrative position with benefits, and credited the program with providing her with the necessary skills to obtain her job. She stated that the City would like to add a position for a Training Specialist that would oversee the Youth @ Work Program.

Council Member Smiley stated that he supports the program and would like to see statistics on similar individuals who are not in the program.

Council Member Kandie Smith asked for the average amount of time it takes to obtain a CRC.

Director Futrell stated that it typically takes several weeks to study and prepare for the certification test. She stated that certification program is paid for by Region Q.

Council Member Smith asked how participants are selected.

Director Futrell stated that Region Q uses federal funds so they have set guidelines that they must adhere to when selecting program participants. She stated that the City Council



can forward interested participants to the program's coordinator.

Council Member Smith asked for clarity on the role of the Training Specialist.

Director Futrell stated that the Training Specialist would be tasked with the workforce development of City employees. In addition, the position would be responsible for overseeing the Youth @ Work Program, looking at ways to expand it, and coordinating outreach to make other employers in the community aware of the program.

Council Member Smith requested that staff bring back numbers on the percentage of participants that have earned their CRC.

The City Council voiced their support of the program and asked that the City expand the program to take on more participants.

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#### DISCUSSION OF NIGHT CLUBS AND EATING ESTABLISHMENTS

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Chief Planner Thomas Weitnauer outlined the differences between clubs and dining & entertaining (D&E) establishments including minimum food sales percentages, membership requirements, zoning districts, and spacing requirements. He noted that there are no spacing requirements between night clubs and D&E's, and between microbreweries, clubs, and D&E's, but microbreweries are only allowed in the Downtown Commercial District. He stated that an existing 500 ft. spacing requirement had been removed by the City Council in 1992, but was revisited after a fatal shooting downtown in 2009. He stated that the City Council went on in 2010 to reinstate the 500 ft. spacing requirements between clubs and add a 500 ft. spacing requirement between clubs and residential uses and residential zoning districts. In 2016, the City Council adopted an ordinance to allow non-conforming uses to expand through construction of roof-top decks.

Council Member Smith expressed concerns that the spacing requirement is too restrictive for development in areas outside of the Downtown Commercial District.

Chief Planner Weitnauer presented a map of the downtown district outlining existing night clubs and D&E's, and distinguishing which of those were grandfathered in and exempt from the 500 ft. regulations passed in 2010.

Upon examination of the map, the City Council requested that staff update the list of vacant clubs.



Chief Planner Weitnauer stated that generally, most other university-based cities do not have spacing requirements for clubs between each other or from residential uses, but they do have spacing requirements between clubs and places of worship and schools. He stated that the spacing requirements typically range between 100 ft. – 400 ft. and are required and enforced by the State’s Alcoholic Beverage Control (ABC) Commission.

Council Member Smith asked why the City chose the measurement of 500 ft. between clubs.

Manager Wall stated that staff could research that question.

Council Member Smith stated that would not be necessary.

Council Member Litchfield stated his support of amending the distance in order to promote further growth in the City.

Council Member Smiley stated that the safety, the building code and fire code of the facilities, is a top priority and requested that staff bring back a report on the safety conditions in the future.

Council Member Smith suggested using the noise ordinance as a component to calculate the amended distance for clubs between each other.

Mayor Connelly stated that he was also concerned about the safety code of the buildings. He stated that he was also concerned for business owners that bring their facilities up to code and end up losing club capacity.

Council Member Litchfield asked if there are certain clubs that pose a safety risk.

Fire-Rescue Chief Griffin stated that overcrowding and the inability to keep an accurate count of patrons is the most common issue. He stated that Fire-Rescue will make periodic checks to make sure that clubs are adhering to regulations.

Council Member Litchfield requested information of specific clubs that consistently experience overcrowding.

Council Member Smiley stated that coming up with effective ways of keeping an accurate headcount has been difficult for club owners.

City Manager Wall stated that the City has the right to vacate the premises and conduct a head count as patrons exit if there is a sense that overcrowding is an issue. She stated that existing clubs are in compliance with codes that were in place the year that their facilities



were constructed, and per state law, remain legal as long as they do not experience significant improvements or damage.

Mayor Connelly requested that staff provide information showing the impact of spacing clubs at varied distances, such as 250 ft., 300 ft. etc. both city-wide and in the urban core.

Council Member Smiley stated the importance of notifying stakeholders early in the process and keeping them informed.

Council Member Bell stated his support of spacing requirements similar to Wilmington, NC, with 500 ft. between clubs and places of worship and residential dwellings.

Council Member Smith stated that 500 ft. seems to be too prohibitive and she requested that staff examine all options and present them to the City Council.

Council Member Litchfield suggested looking into the possibility of creating an overlay in the downtown area to address potential spacing issue between clubs and several churches in that area.

City Manager Wall summarized the direction from the City Council:

- Bring information focused on distances
- Explore the following elements- overlays, noise, and churches
- Present the findings to the City Council and begin a public outreach campaign with the City Council’s direction

Mayor Pro-Tem Glover expressed concern with older facilities that are not required to adhere to present fire and safety standards.

City Manager Wall stated that staff would look into what options are available to the City.

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**INSTALLATION OF SIDEWALKS FOR NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT)  
WIDENING PROJECTS**

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City Manager Wall stated that a presentation on the installation of sidewalks for the NCDOT’s widening project would be presented to the Council and the information for the presentation on the fleet study would be included in Notes to Council.

Public Works Director Kevin Mulligan stated that the NCDOT is looking for direction from





the City on this project for Allen, Firetower, and Portertown Roads. He stated that the City has the option to fund those in the city limits only for approximately \$450k, both city and county for approximately \$710k, and a hybrid option of approximately \$570k. He stated that staff recommends selecting the hybrid approach.

Council Member Smiley asked for the cost difference between the hybrid option and funding the entire project.

Director Mulligan stated that the difference is approximately \$140k.

After a general discussion, the City Council expressed a preference to fund the sidewalks in both the city and county.

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**ADJOURNMENT**

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Mayor Connelly adjourned the meeting at 5:47 p.m.

Prepared by:  
Valerie P. Shiuwegar  
Administrative Assistant

Respectfully submitted,

Carol Barwick  
City Clerk, CMC

PROPOSED MINUTES  
ANNUAL PLANNING SESSION  
GREENVILLE CITY COUNCIL  
JANUARY 26-27, 2018

Having been properly advertised, the Annual Planning Session of the Greenville City Council was held on Friday and Saturday, January 26-27, 2018, in the Third Floor Gallery at City Hall with Mayor P. J. Connelly presiding.

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**FRIDAY'S SESSION**

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Mayor Connelly called the meeting to order at 4:49 p.m. on Friday, January 26, 2018 and welcomed those present to the 2018 Planning Session. Greenville is a large community with varying needs, and it is time to think about its future and what needs to be accomplished. Changing Councils can change priorities, but he is hoping for good and spirited discussion. He is excited to have several new Council Members along with the veterans.

Those Present:

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

Those Absent:

None

Also Present:

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

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**PUBLIC COMMENT PERIOD**

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Pitt County Commissioner Mary Perkins-Williams – PO Box 1972 – Greenville

Commissioner Perkins-Williams stated she is concerned about planning and how things are going. She lives north of the river. Floyd happened in 1999 and it has taken 17 years for anything to come back. There is industry, but nothing else. The City does not stop at the bank of the Tar River. She asked that the Council look at that area for economic growth and better development. Citizens deserve better services and the area is really depressing. Flood water stains remain on buildings. She invited Council to come over and look.

There being no one else present who wished to address the City Council, Mayor Connelly closed the public comment period at 4:56 pm.



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### AMERICA'S NEXT GREAT UNIVERSITY AND CITY

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City Manager Ann Wall introduced Dr. Jay Golden, Vice Chancellor for the Division of Research, Economic Development and Engagement at East Carolina University (ECU), having come to ECU from Duke University.

Dr. Golden stated he does not know all that's going on in eastern North Carolina, or even in Greenville, but he's been meeting with governing bodies in 29 counties to listen. The catalyst will start in this building for what's going to happen in Eastern NC. He has been working with colleagues from Charlotte and Research Triangle Park, doing a 40,000 foot discussion on where ECU is going on economic development and engagement. His focus is developing partnerships to increase growth of both ECU and eastern NC. They are actively recruiting for a research intensive facility.

ECU's vision is laid out by Chancellor Cecil Staton to be America's next great university. It is programmed to be a place people want to go to with all the amenities and infrastructure to attract them. That includes the City because ECU can't do all that alone. Dr. Golden said he loves living in Greenville, but the University and the City need to work together to be sure all the great things about Greenville are communicated properly.

For the first time in ECU's history, they have launched broad themes, or focused research clusters. These include Precision Medicine, Biomedical Sciences and Engineering, Human Health and Disease, Marine and Coastal Systems, Health Behavior, and Health and Natural Resources. Their strategic plan calls for ECU to double their research experience in five years, making them the leading university in the nation for research growth.

ECU's Research and Innovation Campus will bring university researchers with industry, government, military and other partners to discover, invent and produce new innovations. The focus will be to commercialize research discoveries and offer advanced training to benefit the region's various industries. The campus will deliver the training and expertise necessary to create new-economy businesses and jobs and connections to private investors to fund start-ups. The first of these will be the Export Leaf Tobacco Warehouse (Haney Building). The goal is to reach the point where researchers will want to come here, as opposed to other universities, because they can make a name for themselves here. Dr. Golden said the developer for the Haney Building should be named by Spring. They anticipate 24 months to develop 75-90 thousand square feet of occupancy space and programming has already begun internally. There will be a need to hire child daycare because people have difficulty finding affordable, reliable daycare. The Health Science Campus should be complete before summer.



Dr. Golden said ECU is working on partnering with the Department of Commerce, as well as working with NC East Alliance. They are trying to look at small and mid-sized companies to locate here, work with students and faculty, and locate housing. The new Life Sciences Building – a \$90 million investment – will be working to extract oils for medical applications and high-end fragrances.

Uptown 208, former home of The Attic, will be the new location of the Division of Research, Economic Development and Engagement and they anticipate construction will begin in February 2019. There will be about 70 full time staff/students plus 40 meeting chairs (110 people) and they will all be patronizing uptown businesses. They will take over the Registrar's office after the move. About a year later, they will take over the adjoining building. They will need to work with the City on safety and about art to be displayed on an open wall.

Although not well-known currently, they will be placing a state of the art greenhouse in North Greenville for bio-research, and it is expected to be one of the best in the state. They also are planning a Pitt County Technology Enterprise Center to evaluate clean and renewable energy, and will work with the City on amenities.

Currently at ECU, opportunities for development focus heavily on medical fields. People are excited when a cure is found, but that doesn't bring more jobs to Greenville. A majority of ECU's 30,000 students would like to stay in Greenville and ECU will develop a venture fund for students. They are starting in a community just north of Greenville – having communities to come to ECU and make their pitch at beginning of each academic year. There will be cohort teams of 3-5 students and they will be strategically placed in those areas to establish the businesses. The program officially launches this fall. This Innovation and Entrepreneurship Innovation Hub will have every tool and widget to improve productivity and entice companies to come to locate in Greenville.

Chancellor Staton has announced a Rural Prosperity initiative. This is where ECU needs to come together with the City. Dr. Golden said he is calling it the Renaissance Region – the core is to create something in Eastern NC with Greenville at the core – and advertise it nationally. It needs to envision the City's goals and make this a place that has great quality of life, schools, healthcare, child care, etc. The University and the City need to work together to insure Greenville can attract families to move to here. Greenville needs a true Arts District. ECU is willing to make further investments in the uptown area for arts and culture, but thought must be given to existing facilities and parking.

ECU is about to launch a master planning campaign. Dr. Golden said he hopes the City will be part of it. ECU would like to have a voice in Uptown.



Following a general discussion of Dr. Golden’s presentation, the City Council took a short break to allow participants to get dinner, which could be brought back to the tables so work could continue as people eat.

**BREAK/DINNER**

Mayor Connelly called for a brief recess at 5:55 pm and reconvened the meeting at 6:12 pm.

**OVERVIEW OF THE 2016-2018 STRATEGIC PLAN**

City Manager Ann Wall reviewed the City’s Vision Statement:

*The City of Greenville is a vibrant, innovative, and inclusive community with unique and sustainable neighborhoods; an abundance of first-class arts, cultural and recreational opportunities; well-maintained and cost-effective infrastructure; a diversity of transportation options; and a strong business climate supported by entrepreneurialism and top-quality educational institutions,*

and its Mission Statement:

*The City of Greenville’s mission is to provide all citizens with high-quality services in an open, inclusive, professional manner, ensuring a community of excellence now and in the future.*

She also reviewed the Council’s 8 goals and top 10 priorities as established by previous Councils.



**2016-18 City Council Goals**

- Goal 1:** Building great places that thrive
- Goal 2:** Enhancing accessible transportation networks and public building, public infrastructure development
- Goal 3:** Governing with transparency
- Goal 4:** Growing the economic hub of Eastern North Carolina
- Goal 5:** Creating complete neighborhoods
- Goal 6:** Growing a green and resilient city
- Goal 7:** Making a healthy and vibrant city
- Goal 8:** Safe community: public safety services

**2016-18 City Council Goals  
Top 10 Priorities**

- Priority 1:** Town Common – Do the Whole Thing
- Priority 2:** Farmer’s/Organic Market
- Priority 3:** Long-term Debt Strategy
- Priority 4:** River Access/Tar River Vantage Points
- Priority 5:** Tar River Legacy Plan Additions
- Priority 6:** Virtual Building
- Priority 7:** Red Light Cameras
- Priority 8:** Lighting – LED
- Priority 9:** Arts Coalition
- Priority 10:** Southside Police Precinct



Ms. Wall stated she has asked department heads to provide progress updates.

Recreation and Parks Director Gary Fenton stated that the #1 priority was “Town Common – Do the Whole Thing.” Benches, picnic tables and trash/recycling containers have been installed. A restroom facility will be completed in Spring/Summer 2018. The Robert Lee Cherry Fishing Pier was dedicated and opened in April 2017, and the City obtained no-rise certification and state approvals for the kayak launch in the Fall of 2017. Completion is expected in Spring 2018.

Construction was completed and the Trillium Accessible Playground opened in November 2016. Trillium donated \$750,000, the City received \$68,000 from GUC and Vidant, and \$7,500 was donated by businesses and individual donors.

Rhodeside and Harwell completed the schematic design and cost estimates for the entire Town Common and updated the Town Common Master Plan accordingly. The full plan was approved by the City Council in November 2016.

Recreation and Parks has recently hired a Marketing and Events Coordinator, Patricia Tyndall, who will be establishing partnerships to help with sponsorships and other initiatives, including funding alternatives for Town Common improvements identified in the Master Plan.

Several versions of a pedestrian bridge from Town Common to River Park North have been discussed by staff and an interested citizens’ group. The most costly was a stand-alone “signature” bridge, but other possibilities such as an addition of a “bike and ped” structure to the existing Greene Street Bridge or the dedication of a single lane of the bridge to two-way pedestrian and bicycle use. Staff continues to explore alternatives for funding, including the possibility of STIP support.

Economic Development Manager Roger Johnson stated the #2 priority was a Farmer’s/Organic Market. A task force was formed in March 2016 to options. Staff met with key stakeholders, including representatives of the Pitt County Farmer’s Market, Uptown Greenville and the Coalition for Healthier Eating. Staff reviewed and evaluated a pilot program and reported to City Council in the fall of 2016. This pilot program at Sunday in the Park did not successfully attract enough vendors to be sustainable. The City Manager’s Office attempted a second pilot on Saturday mornings at Five Points Plaza from September to November 2016, but ultimately the vendors did not express interest in continuing the market due to low attendance.

Addressing Priority #3, Assistant City Manager Michael Cowin stated the City Council approved the Debt Strategy Policy in August 2017, along with a first round of projects.



Mr. Fenton reported on Priority #4, stating that River Access/Tar River Vantage Points have been addressed in a number of ways. An overlook structure was completed in late December 2016, located off the South Tar River Greenway along the river near the FROGG's garden and Off-Leash Dog Area. Benches were installed in February 2017. Three camping platforms have been built along the Tar River, located at River Park North, the GUC site and the Phil Carroll Nature Preserve. These are open to the public by reservation.

Priority #5 was Tar River Legacy Plan Additions. Mr. Fenton stated a feasibility assessment completed in 2016 by Strategic Adventures indicated little chance for a privately developed and operated adventure park on City land due to limited revenue potential. Focus has shifted to a BMX/Skatepark. Local BMX and skateboarding enthusiasts continue to investigate funding possibilities from within the extreme sports industry.

Mr. Johnson stated that a Virtual Building – Priority #6 – was estimated in March 2016 at \$47,000. A contract was executed with the East Group following June 2016 budget approval. The City collaborated with the Pitt County Development Commission and worked with NCEast Alliance on marketing. The City contracted with Cardno to manage the clean-up of environmental contamination at the Imperial Site through a Brownfields Grant and with DFI for development that includes Class A office space. Additional sites in South Greenville and north of the Tar River have been evaluated, but the southern site is being developed and is no longer a practical site. The City has yet to land direct investment or jobs producing projects with the virtual building.

Chief of Police Mark Holtzman address Priority #7, Red Light Cameras, which were presented to the Parking and Transportation Commission, the Pitt County Board of Education and to the City Council for legislative approval in March 2016. Presentation was made to the Pitt County Board of Commissioners in April 2016. The State approved the program in June 2015 and the City entered into an agreement with American Traffic Solutions to operate the cameras, which were activated in October 2017. The first month was a warning period, with ticketing beginning in mid-November 2017. As of January 18, 2018, 3,582 tickets had been issued with the most violations being at Arlington and Greenville Boulevard. There is ongoing litigation regarding the red light cameras.

Public Works Director Kevin Mulligan discussed Priority #8, LED Lighting. A revision to the street lighting ordinance was one of his first tasks when he came to Greenville 5 years ago. About 1,500 lights have been converted to LED's, which are owned and maintained by GUC in locations directed by the Police Department and Public Works. Upgrades are continuing, with anticipation that street lights in the uptown urban core between Pitt Street and Reade Street and First Street will be completed by February 2018.



Mr. Johnson stated the City has entered a 2 year contract with the Pitt County Arts Council to put together a strategy, plan and cost estimates to address Priority #9, which is to establish a community-supported Arts Coalition/Uptown Arts District.

A Southside Police Precinct was the #10 priority, which Chief Holtzman was happy to report is complete. The grand opening was held in October 2016 and this substation has increased accessibility as well as providing easier access and parking for the public. It further provides convenience for officers with regards to response times due to its proximity to some calls for service.

Ms. Wall wrapped up discussion by referencing capital projects established in 2017. There has been good progress on some and limited progress on others. She referred to the “Big Idea” focus areas, noting staff will incorporate those in work plans, get them into the budget, fund with capital projects and update the Council at a later date.

## “Big Idea” Focus Areas

- During the 2017 planning session, the City Council also identified five “Big Idea” focus areas.

**Priority 1:** Sidewalk Imagineering/STEAM Project

**Priority 2:** Commercial/Industrial Site (property acquisition and park development)

**Priority 3:** Town Common Pedestrian Bridge

**Priority 4:** Sports Destination Projects

**Priority 5:** Coastal Plain Baseball League

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### ECONOMIC DEVELOPMENT: WHERE ARE WE NOW AND WHERE DO WE WANT TO GO?

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Economic Development Manager Roger Johnson reviewed Greenville’s demographic highlights in comparison to various benchmark cities, noting that the student population in Greenville’s census tract brings its household income demographic down. He gave an overview of the major area employers, as well as Local and State organizations involved in Economic Development.





Mr. Johnson highlighted recent community successes and the Strategic Plan for 2016-2020:

Mr. Johnston stated the Small Business Plan Competition was established in 2008 out of recommendations from the 2006 Center City-West Greenville Revitalization Plan. It provides incentive to small business owners to create or expand businesses within the Center City or West Greenville Redevelopment. Businesses must be “for profit” with their tangible net worth not to exceed \$7.5 million and average net income after federal taxes not to exceed \$2.5 million. Currently, they are exploring options for businesses that are undercapitalized.

Uptown Greenville has seen \$625 million in new investment since 2006, of which \$330 million has come from private investment and \$395 million has been public investment from a variety of sources including the City, ECU, NCDOT, etc. Major new developments include The Boundary, Gather Uptown, University Edge/Dickinson Lofts and Proximity at 10<sup>th</sup>. There will be a 400% increase in resident population when new developments come online later this year.

In spite of all this grown, Mr. Johnson said there are some things that are not working so well. There are still no “formal” economic development partnerships, no joint real estate funds between the City and County and many economic development organizations have limited collaboration. There is limited available “product” for large projects and little diversity of sites and buildings, as well as few “shovel-ready” sites.

Senior Economic Developer Christian Lockamy stated that companies choosing buildings and sites work with State economic development agencies to find locations. These agencies forward the Request for Information (RFI) to communities of interest to the business. Some companies use site selectors and specialized commercial brokers to pursue locations. In both cases, contact is made with the community’s economic development agencies to provide a building or site that matches company needs. RFI responses to the state, site selectors and brokers require the site be listed for sale or lease on a “buildings and sites



website”. Response criteria must be complete to include detailed utility information, # of parking spaces, County tier designation, square footage of building, acreage of site, etc.

Available buildings are important because companies want a compressed timeframe project. Businesses must be agile and responsive to marketplace conditions and customer needs to enjoy sustainable success. The ability to expand, re-size or open a new facility on an expedited timetable is essential.

In 2017, companies soliciting a response from Greenville were 92% industrial and only 8% office. State-offered incentives drive how companies pursue locations and 8 of 12 State-targeted industries are industrial/manufacturing. Conversely, office expansion typically occurs in close proximity to a company’s existing facilities. Mr. Lockamy provided an overview of existing industrial buildings for sale or lease, rail-served industrial sites for sale or lease and Pitt County’s Industrial Parks.

Mr. Johnson stated the Office of Economic Development would like to see the City expand its outdoor dining policy, remanage its parking assets, continue its support of small business growth, modernize or streamline the process for permitting/site plan review for fast-track options and continue with the job creation grant.

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**WRAP UP AND RECESS**

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City Manager Wall thanked the Council for their participation and patience this evening and said this concludes tonight’s portion of the agenda.

Mayor Pro-Tem Glover moved to recess the current session and reconvene at 8:30 a.m. on Saturday in the Third Floor Gallery at City Hall. Council Member Smiley seconded the motion which passed by unanimous vote. There being no discussion, Mayor Connelly declared the meeting recessed at 8:35 p.m.



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**SATURDAY'S SESSION**

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Mayor Connelly reconvened the meeting to order at 8:39 a.m. on Saturday, January 27, 2018.

Those Present:

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

Those Absent:

None

Also Present:

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

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**WELCOME**

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Mayor Connelly welcomed everyone to the second day of the annual Planning Session and noted that Staff asked that a closed session related to the LCD Acquisitions case be added to the agenda.

Upon motion by Mayor Pro-Tem Glover and second by Council Member Smiley, the City Council voted 5 to 1 to add a closed session to the agenda, with Council Member Smith casting the dissenting vote.

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**GOAL SETTING**

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City Manager Ann Wall introduced Dr. Carl Stenberg, Distinguished Professor of Public Administration and Government at the University of North Carolina School of Government, who will facilitate a goal setting session for the Council.

Dr. Stenberg said he was happy to be here for Greenville's Planning Session, noting that he has worked with the City Manager on multiple projects during the time she spent in both Rocky Mount and Charlotte. He referred to City Councils as being the "Big Picture" people who establish the vision, set the goals and make the priorities, while staff are the ones who



get the job done. He asked the Council what some of their “ah ha” moments were from Friday evening’s session.

Council Member Smiley said he was surprised at how few locations the City has to attract new business and industry.

Council Member Litchfield said he was surprised by the multiple economic development groups and the limited cooperation between them. He feels formal partnership and agreements are needed.

Council Member Meyerhoeffer said many municipalities do not have the assets Greenville has, but they do have opportunities.

Council Member Smiley said he appreciates that staff was willing to report in their briefings the previous evening that they had stopped working on some things because they weren’t doable. He appreciates their candor and their ability to be realistic.

Dr. Stenberg noted this was a good example of building the right Council/Staff relationship.

Council Member Smith said the City has not been as diverse as it could be. There is huge potential to grow from within, but it is also important to venture out and see what other cities are offering.

Dr. Stenberg discussed his take-aways from last night’s session:

- Many of the Council Members feel there should be a shift from reactive to proactive
- Partnering is a priority – the City, the University, the County and Vidant need to establish common ground and do more than just have a monthly lunch
- There is a focus on using assets and telling the City’s story – people should know about the quality of the community
- There also seems to be a focus on the waterfront, economic development and the arts

Dr. Stenberg said much hard work by prior City Councils has gone into developing goals. As evidenced in last evening’s updates by staff, some of these prior goals have been accomplished or are well under way. Also, he doesn’t think the existing goals have been prioritized. He suggested an in-depth review to modify, combine, eliminate or add others.

Following significant discussion by the Mayor and Council Members, the following goals and priorities were established for 2018-2020:



### 2018-2020 Goals

1. Be a safe community
2. Build great places that thrive by creating and sustaining complete neighborhoods, growing a green, resilient, healthy, and vibrant city on both sides of the river
3. Grow the economic hub of eastern North Carolina through the proactive recruitment of businesses
4. Enhance accessible transportation networks, public building and public infrastructure development
5. Build a high performing organization and govern with transparency and fiscal responsibility

### 2018-2020 Priorities

1. Develop a proactive economic development program.
2. Continue to maintain and construct core infrastructure in the city.
3. Partner with area groups to build a thriving arts and entertainment scene.
4. Ensure the cleanliness of the city and beautify entrances to our community.
5. Develop and implement a comprehensive approach to storm water management
6. Continue to implement the Town Common Master Plan
7. Continue to implement the Tar River Legacy Plan including river access and Tar River vantage points
8. Enhance public safety through street lighting and cameras
9. Build a high performing organization

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### **MID-YEAR BUDGET UPDATE**

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City Manager Wall noted this would be Financial Services Director Bernita Demery's last Planning Session because she is retiring effective March 29<sup>th</sup>.

Assistant City Manager Michael Cowin reviewed the operating budget, which this year is approximately \$149 million, mostly in the General Fund. The remainder is in Enterprise Funds, Internal Service Funds and the Debt Service Fund. To date, expenses exceed revenues by about \$11 million, which is made up from fund balance. Property taxes come in the first part of the year and revenues will typically exceed expenses. Property tax revenue equates to about 65.6% of total General Fund revenues.

Council Member Litchfield asked how much of EMS billing is written off annually.

Financial Services Director Bernita Demery estimated about 40%. She stated it is uncollected because of agreements with Medicare and Medicaid. The City cannot go back to the customer for what Medicare and Medicaid do not pay.



Mr. Cowin stated the property tax rate is 52¢ per 100 in valuation, which is about middle of the road in comparison to peer cities. The four cities with the highest tax rates generate the lowest revenue per penny.

On the whole, City revenues have grown, except in 2013 when there was a tax revaluation coming out of a recession. Whenever there is a revaluation, the City must decide whether to go revenue neutral or make changes. Year to date revenues are up significantly and are projected to remain up for the year.

Mr. Cowin stated sales tax has been a major factor in growth of the City over the past five years. In Fiscal Year 2011, sales tax revenues accounted for 30.7% of total revenues and now it is up to 36.2%

Mr. Cowin explained how the GUC Transfer-In is calculated and stated that this year appears to be on target with projections.

As for expenditures, Mr. Cowin stated 57.8% is for Personnel.

Mayor Connelly asked if there was a way to determine how much money is being saved as a result of having an Employee Health Clinic.

Mr. Cowin stated he is doubtful they can capture an exact number, but staff will work on preparing a good estimate. He noted that the use of the health clinic is being rolled out to retirees.

The vacancy rate is budgeted at 4%. The city was at 75 vacancy at the end of December, but under 4% based on recent hires in Police and Fire.

Mr. Cowin discussed the policy on fund balance and a number of one-time projects which would be funded using fund balance.

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**LUNCH RECESS**  
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Mayor Connelly called a recess at 12:33 pm and reconvened at 12:55 pm.



**CAPITAL IMPROVEMENT PLAN**

Assistant City Manager Michael Cowin stated the Five-Year Capital Improvement Plan (CIP) is a planning tool for FY2019-FY2023. It is a living document that serves as a reflection of Council’s Strategic Goals and Priorities. It will be updated through the Biennial Budget Process based on Council input at upcoming Planning Sessions. It is the first step in the implementation of the Council’s goals.

Mr. Cowin stressed that information discussed during this presentation WILL change based on changes made to various goals and priorities earlier in this meeting. Utilizing the following flowchart, Mr. Cowin explained the Capital Improvement Planning process:

**CITY OF GREENVILLE  
FIVE-YEAR CIP PLAN**



Mr. Cowin identified proposed funding sources for projects within the Five-Year CIP Plan:

- General Fund
- Powell Bill Fund



- Stormwater Fund
- Capital Reserve
- N.C. Department of Transportation
- 2015 G.O. Bond
- Installment Financing
- Stormwater Revenue Bond
- N.C.D.E.Q. Revolving Loan Fund
- Other State and Federal Grant Funding

Mr. Cowin also provided a summary (which follows on the next page) of funding identified to date, which will cover \$179 million of \$236 million in proposed projects.

**FIVE-YEAR CIP PROGRAM  
FUNDING IDENTIFIED  
SUMMARY**

<b>General Fund / Powell Bill</b>	<b>\$ 14,257,886</b>
<b>Capital Reserve</b>	<b>4,966,889</b>
<b>N.C. DOT</b>	<b>109,621,849</b>
<b>Revenue Bonds</b>	<b>14,000,000</b>
<b>State Revolving Loan</b>	<b>16,000,000</b>
<b>Bond / Installment Finance</b>	<b>10,800,000</b>
<b>Grants</b>	<b>8,333,700</b>
<b>Stormwater Fund</b>	<b>1,308,952</b>
<b>Total</b>	<b><u>\$ 179,289,276</u></b>

Of this \$179 million in identified funding, allocations will include the following projects:

- Sycamore Hill Gateway
- Dickinson Avenue Streetscape
- Traffic Signal System Upgrade

Council Member Litchfield asked if cost overruns are anticipated on these projects.

Public Works Director Kevin Mulligan stated overruns are absolutely expected.





Following a general discussion on projects and a question and answer period between Council and staff, the City Manager stated staff presentations are concluded for the day.

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**OPEN DISCUSSION**

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Mayor Connelly opened the floor for general discussion and comments.

Council Member Meyerhoeffer expressed a desire for Small Business One-Stop – streamlining the process for developers/business owners, neighborhoods contributing to surveillance cameras, someone to monitor what lights are allowed to be installed and potential changes in the zoning ordinance related to student housing.

Council Member Litchfield thanked City staff for the hard work put into the Planning Session. He said it was very helpful and educational for him as a new council member. It seems many of the goals established two years ago have been accomplished. He feels it is important to measure the City’s success and to be more proactive rather than reactive.

Council Member Smith asked about the Horizons Plan, which doesn’t seem to line up with the City’s Zoning Ordinance. She asked if anyone was working on that. She also asked if the City was ensuring new developments are walkable and connected.

City Manager Wall stated she and Assistant City Manager Ken Graves were discussing the Horizons Plan earlier this week. There are many changes in the plan that need attention, but staffing changes in Community Development have slowed the process. Staff is working on it, and an update will be provided in an upcoming Notes to Council. As for walkability and connectivity, Ms. Wall stated staff is ensuring new developments meet code.

Council member Smith stated at the 2017 Planning Session, there was discussion about recruitment and economic development. Most representatives of potential new businesses come in through the local airport, so what they see initially influences their opinion of Greenville. The first impression of a community makes an impact on whether someone feels safe, feels that the community is inviting, etc. That area is the City’s gateway and, as such, the City needs to take more pride in the area.

Council Member Bell asked if the City ever had a Small Business Commission or a Small Business Department.

Ms. Wall stated there is a staff person focused on small business and Greenville SEED. There is also a small business plan competition.



Council Member Bell said those are great resources for new businesses, but suggested it might be good to establish a commission to assist existing businesses.

Senior Economic Developer Christian Lockamy added that there is much support for existing small businesses within the community. He mentioned the Small Business Tech Center located in the Willis Building, noting that they help existing businesses with financial needs.

Mayor Connelly stated he has been discussing the possibility of having Council Workshops for open dialogue about specific topics. This might be a better forum for informational or complex presentations, and would allow elected officials and staff to get home earlier after regular City Council meetings. These workshops would be regular, open meetings, but would be more relaxed. They could be video-taped and broadcast at a later time. He suggested having them from 4:00-6:00 pm prior to a regular 6:00 pm meeting.

Council Member Smiley asked if the items discussed would be on the agenda for the regular meeting later that night.

Ms. Wall stated they could be, but the preferred plan would be to have those items on the agenda the following month if further discussion and/or a vote was required. She noted that many of the items discussed in the Workshop would be provided for information only.

Upon motion by Council Member Smiley and second by Council Member Bell, the City Council voted unanimously to hold Workshop meetings beginning at 4:00 pm prior to the first Monday meeting each month.

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**CLOSED SESSION (ADDED)**

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Council Member Litchfield moved to enter closed session in accordance with G.S. §143-318.11 (a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body including consultation on the lawsuit related to the LCD Acquisitions case. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in Closed Session at 2:45 pm and called a brief recess to allow Council Members to relocate to Conference Room 337.

Upon conclusion of the closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Bell to return to open session. Motion was



approved unanimously, and Mayor Connelly returned the City Council to open session at 3:17 pm.

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**ADJOURNMENT**

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There being no further discussion, Council Member Smiley moved to adjourn the meeting. Council Member Bell seconded the motion, which was approved by unanimous vote. Mayor Connelly declared the meeting adjourned at 3:48 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk



## City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

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**Title of Item:** Acceptance of a North Carolina Science Museums Grant for the STEAM Lab at River Park North

**Explanation:** **Abstract:** Through Love A Sea Turtle (LAST), River Park North has been awarded \$22,212.99 in the second year of a multi-year grant to fund the Nature Center's STEAM (Science, Technology, Engineering, Art, Math) Lab. This grant will ensure the STEAM Lab is equipped, staffed, and maintained for use by park groups and visitors. Official acceptance of the grant by the City is required.

**Explanation:** This is the second installment of a two-year grant funded through the NC Museum of Natural Sciences. In the first year, funds were used to complete equipping and begin staffing the lab. This year's funds will be used to carry out programming, staff the lab, and maintain its equipment. The total award for this installment is \$22,212.99 and is completely funded through the grant award.

**Fiscal Note:** This grant provides the balance of the funding and totals for the year in the amount of \$22,212.99, with no additional funding by the City of Greenville.

**Recommendation:** City Council accept the NC Science Museum Grant in the amount of \$22,212.99 for the STEAM Lab at River Park North.

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ATTACHMENTS:

▢ **Award Letter**



July 5, 2017

Christopher Horrigan  
1000 Mumford Road  
Greenville, NC 27834  
chorrigan@greenvillenc.gov  
(252) 329-4560

Christopher Horrigan,

Session Law 2016-94, Appropriations Act 2016, SECTION 16.5. G.S. 143B-135.227 allows for a grant award to your organization through the North Carolina Science Museums Grant Program as administered by the North Carolina Museum of Natural Resources in the amount of **\$20,851.77**. The grant award will be paid annually – with one payment of the full award amount in 2017-18, and one payment of the full award amount in 2018-19 unless otherwise notified of future legislative changes. Understand that the payment of the sums specified in this award letter is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

General Statute § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. **With the final award amount known, please revise the proposed line-item budget and budget narrative to match the award amount. Adjustment of measurable goals is also permitted.** Documentation can be submitted via either US mail or email. If you are submitting via email, please be sure each item noted above is a separate attachment.

The process for the awarding of these funds is as follows:

1. Receipt of your complete response of the above-requested item(s).
2. Preparation of the contract by this agency. The contract incorporates information requested during the application process.
3. A second mailing to you containing the contract and Request for Payment of Appropriation Form from the Office of State Budget and Management. Both documents must be properly signed, notarized and returned to our office, along with additional

documentation as required by law. This mailing will also advise you of reporting requirements required by law.

4. Review of this office of all documents received from you. At such time as those documents are deemed complete, we will authorize payment of the appropriation. Award amounts of \$100,000 or less may be paid as a single payment as directed by the Office of State Budget and Management.

Please know that we will move through this process as quickly as possible. We understand your desire to receive your grant award and want to work with you in every possible way. If you have questions, I can be contacted by email (see below) or phone (919-707-9963).

Your materials in response to this letter can be sent via either of the listings below:

Email: [dana.gillooly@naturalsciences.org](mailto:dana.gillooly@naturalsciences.org)

Mail/FedEx: Dana Gillooly  
Head of NC Science Museums Grant Program  
NC Museum of Natural Sciences  
11 West Jones Street  
Raleigh, NC 27601

We look forward to working with you.

Sincerely,

Dana Gillooly  
Head of NC Science Museums Grant Program

CC: Emlyn Koster, PhD, Director, NC Museum of Natural Sciences  
Charles Yelton, Chief, Regional Network, NC Museum of Natural Sciences



## City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

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**Title of Item:** Award of a pre-event contract for Debris Management and Removal Services in the event of a natural disaster

**Explanation:** **Abstract:** The Public Works Department recently issued a Request for Proposals for a Debris Management and Removal Service contract. Public Works is requesting authorization to enter into a contract with DRC Emergency Services for debris management and removal services. These services would be utilized in the event of a natural or other disaster.

**Explanation:** Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Small scale disasters can generally be handled with City forces. However, larger disasters require contract support to remove the quantity of debris generated by the event. This support can be obtained through contracting actions before or after the event.

Contracting for services prior to an event is known as a pre-event contract. The main advantage of pre-event Debris Management and Removal contracts is that they provide commitments for early response from the contractor(s). Contracting after the event does not usually provide as early a response as can be obtained from the contractor selected for the pre-event Debris Management and Removal contract. Additionally, the Federal Emergency Management Agency (FEMA) recommends municipalities obtain pre-event contracts.

This pre-event Debris Management and Removal contract does not include a retainer fee, and the contractor is not authorized to commence work until after a Notice to Proceed is issued by the City. The Notice to Proceed will not be issued unless FEMA designates that the storm debris removal is eligible for reimbursement.

Public Works issued a Request for Proposals for a pre-event Debris Management and Removal contract, and three (3) contractors submitted proposals. The proposals were reviewed utilizing the following five criteria: experience, technical capabilities, equipment, price, and references.



The contractor selected as best qualified is DRC Emergency Services. As part of the selection process, we reviewed contractors' plans for utilizing local subcontractors. DRC Emergency Services' plans include utilizing local subcontractors to the highest extent practical in its debris removal efforts.

**Fiscal Note:**

The only costs associated with this pre-event contract, until activated, are staff time to prepare and review the contract. The cost for actual services rendered under the contract should be reimbursed by FEMA should a disaster declaration be made.

**Recommendation:**

Staff recommends City Council award the pre-event Debris Management and Removal Service contract to DRC Emergency Services effective September 4, 2018.

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ATTACHMENTS:

- ☐ **Debris Removal Contract**

Agreement  
Between City of Greenville, NC  
and DRC Emergency Services  
For  
Debris Management and  
Removal Services

This is an Agreement effective as of September 4, 2018 between the City of Greenville, North Carolina (City) and DRC Emergency Services (Contractor). City's project, of which Contractor's services under this Agreement are a part, is generally identified as follows:

### Debris Management and Removal Services

Contractors' services under the Agreement are generally identified as follows:

Once issued a notice to proceed, the contractor will assist the City with removing debris from the City after a disaster and properly disposing of the debris.

City and Contractor further agree as follows:

## **I. PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES**

### **A. SCOPE**

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work

### **B. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposal
4. Contractor's Proposal

### **C. TERM OF AGREEMENT**

The period of this Agreement shall be for thirty-eight (38) months, beginning approximately September 4, 2018, and ending approximately November 30, 2021. This Agreement shall be extended for two (2) additional years in one (1) year increment periods unless either the City or the Contractor notifies the other in writing no less than ninety (90)

days prior to the Agreement end date that the Agreement will not be extended beyond the term of the contract.

## **II. COMPENSATION**

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

## **III. PAYMENT**

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works  
ATTN: Ross Peterson, Building Facilities Coordinator  
City of Greenville  
PO Box 7207  
Greenville, NC 27835

## **IV. GENERAL TERMS AND CONDITIONS**

### **A. Termination**

The City may terminate the Agreement at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in the Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that the Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Force majeure
5. Upon expiration of the one year term of the Agreement, unless extended in accordance with the terms and conditions of the Agreement.

### **B. Performance Requirements and Services**

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from

City streets, right-of-ways, public parks and public places, including, but not limited to personal/private property, and debris placed on or in these public sites as approved by the City to be removed by the Contractor.

2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
3. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
4. The contractor shall perform work so as not to interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

C. Indemnification and Insurance

1. Indemnity

Contractor indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under the contract. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will promptly notify the City of any Civil Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice shall have the right, at its election, to defend any and all actions or suits or join in defense.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City, in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);

- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage  
Full and complete Worker's Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates  
The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.
- f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

E. Right to Audit Records

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

## **V. M/WBE**

The City of Greenville has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also shall take affirmative action to insure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and labor when available.

## **VI. E-VERIFY COMPLIANCE**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

## **VII. IRAN DIVESTMENT ACT**

Vendor certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-86.58; (ii) it will not take any actions causing it to appear on said list during the terms of this Purchase Order, and (iii) it will not utilize any subcontractor

## **VIII. SPECIAL PROVISIONS**

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. Emergency road clearing on highway rights-of-way (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- C. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight for all operations.

- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- J. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date

Preprinted Number

Hauler's Name

Truck Number

Truck capacity in cubic yards

Load percentage full, as assigned by Debris Monitors

Load amount in billable cubic yards

Debris classification as burnable, non-burnable, mixed other

Point of origin for debris collected and time loaded

Dumpsite location and time dumped

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:
  - Access to site
  - Site management, to include point-of-contact, organizational chart, etc.
  - Site preparation, clearing, erosion control, and grading
  - Traffic control procedures
  - Site safety
  - Site security
  - Site layout/Segregation of debris
  - Hazardous waste material plan
  - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
  - Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325



dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.

- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.

M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

## **IX. MISCELLANEOUS PROVISIONS**

A. Assignment of this Agreement shall not be made without advance written consent of the City.

- B. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

CITY OF GREENVILLE

CONTRACTOR

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

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

Printed Name: P.J. Connelly

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

Title: Mayor

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

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

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

Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

For the Contractor

Public Works Department  
Attention: Ross Peterson  
1500 Beatty Street  
Greenville, NC 27834  
28445

DCR Emergency Services  
Attention: Tony Swain  
408 North Topsail Drive  
Surf City, North Carolina

APPROVED AS TO FORM:

\_\_\_\_\_

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

\_\_\_\_\_

Byron Hayes, Director of Financial Services

Account Number: \_\_\_\_\_

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

<b>FEE SCHEDULE</b>		
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius 0-15 Miles	\$ 8.75 /cu. yd.
	16-30 Miles	\$ 9.45 /cu. yd.
	31-60 Miles	\$ 9.45 /cu. yd.
	61-90 Miles	\$ 9.45 /cu. yd.
	91-120 Miles	\$ 9.45 /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill	
	Mileage Radius 0-20 Miles	\$ 12.15 /cu. yd.
	21-40 Miles	\$ 13.15 /cu. yd.
	41-70 Miles	\$ 14.15 /cu. yd.
	71-100 Miles	\$ 16.95 /cu. yd.
	101-140 Miles	\$ 18.95 /cu. yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility.	
	Mileage Radius 0-20 Miles	\$ 4.75 /cu. yd.
	21-40 Miles	\$ 5.75 /cu. yd.
	41-70 Miles	\$ 6.75 /cu. yd.
	71-100 Miles	\$ 8.95 /cu. yd.
	101-140 Miles	\$ 10.95 /cu. yd.
4.	Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement	Pass Through Expense
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	\$ 3.15 /cu. yd.
6.	Pick up and dispose of hazardous materials	\$ 9.95 /lb.
7.	Dead Animal Collection, Transportation & Disposal	\$ 4.95 /lb.
	Hazard trees - Trees will be evaluated by the City and be designated to be	

8.	cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground	
	6"-12" Diameter	\$ 95.00 /tree
	13"-24" Diameter	\$ 175.00 /tree
	25"-48" Diameter	\$ 355.00 /tree
	>48" Diameter	\$ 595.00 /tree
9.	Stumps up to 24" in diameter (requires City approval)	\$ 250.00 /ea
	Stumps over 24" in diameter (requires City approval)	\$ 600.00 /ea.
10.	<u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger	
	2"-4" Hanger	\$ 85.00 /hanger
	5"-12" Hanger	\$ 85.00 /hanger
	>12" Hanger	\$ 95.00 /hanger
11.	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$ 3.25 per sq. ft. NON-RACM
12.	<u>Tipping fees/disposal for C&amp;D debris</u> shall be paid by the City	Paid by City
13.	<u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	Price Included
14.	<u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	\$ 20.00 /cu. yd.
15.	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ 45.00 /unit
16.	<u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws	\$ 45.00 / Unit
17.	<u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included

18.	<u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price Included
19.	<u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20.	<u>Management Fee for Landfill Site Disposal Operation</u> - All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required	\$ 1.25 cu./yd. Price assumes this is DMS Management, Segregation and Operation
21.	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
22.	<u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.	Price Included
23.	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR.	Price Included
24.	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to adequately document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements.	Price Included

### HOURLY FEE SCHEDULE

*All equipment rates below include operator fuel, and maintenance costs*

Personnel/Equipment	Hourly Rate
30 Ton Crane	\$ 225.00
Stump Grinder	\$ 245.00
50' Bucket Truck	\$ 275.00
Track-Hoes John Deere 690 Equivalent	\$ 185.00
John Deere 544 or Equivalent	\$ 165.00
Service Trucks	\$ 95.00
Tractor with Box Blade	\$ 65.00
5-14 Cubic Yard Dump Truck	\$ 100.00
15-24 Cubic Yard Dump Truck	\$ 110.00
25-34 Cubic Yard Dump Truck	\$ 125.00
35-44 Cubic Yard Dump Truck	\$ 165.00
45-54 Cubic Yard Dump Truck	\$ 185.00
55-64 Cubic Yard Dump Truck	\$ 195.00
65-74 Cubic Yard Dump Truck	\$ 250.00
75+ Cubic Yard Dump Truck	\$ 270.00
850 HP or Equivalent Tree Grinder	\$ 675.00
Water Truck (2000 gal.)	\$ 125.00
Rubber Tire Backhoe	\$ 165.00
Motor Grader	\$ 260.00
Climber with Gear	\$ 90.00
Superintendent with Truck	\$ 75.00
Foreman with Truck	\$ 70.00
Operator with Chainsaw	\$ 45.00
Traffic Control Personnel	\$ 45.00
Laborer	\$ 40.00
Personnel/Equipment	Hourly Rate
Field Project Foreman	\$ 70.00
Administrative Assistant	\$ 40.00
Clerical	\$ 40.00
Pickup Truck                      unmanned	\$ 40.00
Pickup Truck, Extended Cab      unmanned	\$ 40.00
Pickup Truck 4x4                      unmanned	\$ 45.00
Pickup Truck 1 Ton                      unmanned	\$ 45.00
Mechanized Broom	\$ 135.00
Trackhoe, 490 or Equivalent	\$ 165.00
Bulldozer, D4 or Equivalent	\$ 185.00
12 Ton Lowboy	\$ 145.00
50 Ton Lowboy	\$ 155.00
Skidsteer	\$ 135.00
Rubber Tire Excavator	\$ 165.00
Other (please specify)	\$ N/A

May 14, 2018

**RE: Request for Proposals for Disaster Management and Removal Services: Greenville, NC**

Dear Sir or Madam:

The City of Greenville, NC, is seeking proposals from qualified interested firms to provide **Debris Management and Removal Services** within the City's jurisdiction. The City will use the selected contractor to provide these services in the event of a natural disaster in the City.

Interested firms are invited to submit proposals as outlined in the enclosed "Request for Proposals." Questions regarding the **Request for Proposals** should be directed by calling Mr. Ross Peterson, Building Facilities Coordinator, by e-mail at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).

Sincerely,

Kevin Mulligan, PE  
Director of Public Works

Enclosure

cc: Ross Peterson, Building Facilities Coordinator



## REQUEST FOR PROPOSALS (RFP)

The City of Greenville, North Carolina, is seeking proposals from qualified firms interested in providing Debris Management and Removal Services within the City's jurisdiction in the event of a natural disaster.

Interested firms are invited to submit proposals (in the required quantity and format) for providing **Debris Management and Removal Services** for the City of Greenville by 2 pm, Thursday, May 31, 2018 to the following address:

ATTN: Mr. Ross Peterson  
Building Facilities Coordinator  
City of Greenville  
Public Works Dept.  
1500 Beatty Street  
Greenville, NC 27834

For questions, or to obtain a complete version of the Request for Proposals, please contact Mr. Ross Peterson, Building Facilities Coordinator, at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).



*Find yourself in good company*

## REQUEST FOR PROPOSAL

FOR

## DEBRIS MANAGEMENT AND REMOVAL SERVICES

For additional information:  
Ross Peterson, Building Facilities Coordinator  
1500 Beatty Street  
Greenville, NC 27834  
(252) 329-4921  
Email: [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov)

## **REQUEST FOR PROPOSALS FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES**

### **I. INTRODUCTION**

The City of Greenville is requesting proposals from experienced disaster management and emergency firms for a Debris Management and Removal Services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advanced for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Proposal for Debris Management and Removal Service shall not constitute or warrant a contract. The City of Greenville is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the City. No work effort will begin without written authorization (Notice to Proceed) from the City. No retainer shall be paid in order to keep the contract in effect.

### **II. GENERAL REQUIREMENT**

- A. Submit one (1) original **and** four (4) copies of the response to this Request for Proposals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

### **III. SCOPE**

City of Greenville, hereinafter called "City", in order to deal with a major storm, disaster, or other event, will receive professional service proposals for a pre-event contract for Debris Management and Removal Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers should thoroughly review the City's geography prior to submitting their proposals. There are no landfills available for use in the City of Greenville. The City will utilize Pitt County's inert landfill located on Highway 33 owned by E.R. Lewis Construction Co., Inc. or Pitt County Transfer Station unless otherwise directed. In the event of a disaster, the City of Greenville will encourage recycling materials as a best practice.

Proposers shall include in their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals but may be necessary during a disaster removal operation.

Proposers should be as self sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the City following substantial event could exceed seven (7) days.

The City intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

#### IV. EVALUATION CRITERIA

<u>Submittal:</u>	<u>Weight in Evaluation</u>
<b>Experience:</b> A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references complete with contact information.	20%
<b>Technical Capabilities:</b> A narrative describing your firm's approach to planning City staff training, City staff augmentation, project management, technical support for reimbursement procedures, and assistance in developing public information regarding efforts.	20%
<b>Equipment:</b> A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented or leased equipment or equipment owned by others (including subcontractors). If rented or leased equipment is listed, please provide a copy of the lease contract as proof of availability.	20%
<b>Reasonableness of Price:</b> Completed Fee Schedule attached.	20%
<b>References:</b> A list of all current contracts and also debris management experience (Work History) in the State of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information.	20%

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

**Questions will be accepted by e-mail about this RFP until Monday, May 21, 2018 no later than 5 p.m. to Ross Peterson, Building Facilities Coordinator ([rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov)). No questions will be accepted after this time. Responses to questions will be posted on the City Purchasing Website by Thursday, May 24, 2018 at 5 p.m. Any addenda and clarifications will be issued prior to 5 p.m. Thursday, May 24, 2018.**

**Proposer shall submit one (1) original and four (4) copies of their response to this RFP in a sealed carton clearly marked “City of Greenville-Debris Management RFP”.**

**All submittals shall be received by the City no later than 2:00P.M on Thursday, May 31, 2018.** All proposals shall be submitted to the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834. Any responses not received by the appointed date and correct location, will be rejected. Proposals faxed or e-mailed will be rejected.

## **V. SAMPLE PRE-EVENT AGREEMENT FOR DEBRIS REMOVAL AND REMOVAL SERVICES**

### **A. SCOPE**

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

### **B. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

5. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
6. If applicable, negotiated Amendments or clarification to the Contractor’s Proposal which have been incorporated by reference to the final Agreement;
7. City Request for Proposal
8. Contractor’s Proposal

### **C. TERM OF AGREEMENT**

The period of this Agreement shall be for twenty-four (24) months, beginning approximately July 1, 2018, and ending on approximately June 30, 2020. This Agreement shall be extended an additional one (1) year period unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement that this Agreement will not be extended beyond the end date of this Agreement.

## VI. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

## VII. PAYMENT

All invoices received by the City are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to Ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works  
ATTN: Ross Peterson, Building Facilities Coordinator  
City of Greenville  
1500 Beatty Street  
Greenville, NC 27834

## VIII. GENERAL TERMS AND CONDITIONS

### G. Termination

The City may terminate this Agreement at any time upon any of the following grounds:

6. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
7. The Contractor fails to perform any of the services required in this Agreement.
8. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
9. Force majeure

Upon expiration of the two year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated unless extended in accordance with the terms and conditions of this Agreement.

### H. Performance Requirements and Services

5. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from City streets, right-of-ways, public parks and public places, including, but not

limited to personal/private property, and debris placed on or in these public sites as approved by the City to be removed by the Contractor.

6. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
7. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
8. The Contractor shall perform work so as not to interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

I. Indemnification and Insurance

3. Indemnity

Contractor shall agree to indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will agree to promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice shall have the right, at its election, to defend any and all actions or suits or join in defense.

4. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- e) An Owner's and Contractors Protective Liability Policy issued in the name of the City, in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as

provided for in the most current version of the insurance services office form applicable to such policy);

f) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and

g) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.

h) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.

e) Insurance Certificates

The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.

f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

J. Correction of Work

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

K. Right to Audit Records

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

L. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under this Agreement.



The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

#### **IX. MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) 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 (M/WBE) Plan and subsequent program, outlining verifiable goals.

**The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal** for the participation of M/WBE 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 M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

#### **X. SPECIAL PROVISIONS**

- N. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- O. Emergency road clearing on highway right-of-ways (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- P. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- Q. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- R. The Contractor shall provide all necessary security and oversight for all operations.

- S. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- T. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- U. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- V. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- W. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date

Preprinted Number

Hauler's Name

Truck Number

Truck capacity in cubic yards

Load percentage full, as assigned by Debris Monitors

Load amount in billable cubic yards

Debris classification as burnable, non-burnable, mixed other

Point of origin for debris collected and time loaded

Dumpsite location and time dumped

- X. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:
  - Access to site
  - Site management, to include point-of-contact, organizational chart, etc.
  - Site preparation, clearing, erosion control, and grading
  - Traffic control procedures
  - Site safety
  - Site security
  - Site layout/Segregation of debris
  - Hazardous waste material plan
  - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
  - Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with

Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.

- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

Y. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.

Z. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

## **XI. MISCELLANEOUS PROVISIONS**

I. Assignment of this Agreement shall not be made without advance written consent of the City.

- J. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- K. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- L. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- M. This Agreement is deemed to be under and shall be governed by, and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- N. Any litigation arising out of this Agreement shall be heard in Pitt County.
- O. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- P. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- Q. Contractor shall provide City with Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.
- R. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

Public Works Department  
 Attention: Ross Peterson  
 Building Facilities Coordinator  
 1500 Beatty Street  
 Greenville, NC 27834

For the Contractor

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

## **XII. SPECIAL PROVISIONS FEDERAL CLAUSES FOR PROFESSIONAL SERVICES/A&E**

### **Opportunity to Cure (General Provision)<sup>1</sup>**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Termination for Convenience (General Provision)<sup>2</sup>**

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

### **Termination for Default [Breach or Cause] (General Provision)<sup>3</sup>**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### **Equal Opportunity**

“During the performance of this contract, the contractor agrees as follows:

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<sup>1</sup> For contracts more than \$150,000

<sup>2</sup> For contracts more than \$10,000

<sup>3</sup> For contracts more than \$10,000

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**Copeland “Anti-Kickback” Act**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. 5

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**Contract Work Hours and Safety Standards Act**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**Clean Air Act and the Federal Water Pollution Control Act<sup>4</sup>**

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

**Debarment and Suspension<sup>5</sup>**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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<sup>4</sup> For contracts more than \$150,000

<sup>5</sup> For contracts \$25,000 or more



2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Greenville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Greenville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

A civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### **Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

### **Change Orders**

Per FEMA guidelines, all changes allowed under this contract must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

### **Access to Records**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Greenville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

### **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

CITY OF GREENVILLE

CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel 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.

BY: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

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

### **XIII. GENERAL INFORMATION AND INSTRUCTIONS**

#### **A. Procurement Process**

The RFP is not a bid. The City is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The City reserves the right, in its sole discretion, to reject all submissions, reissue as subsequent RFP, terminate, restructure or amend this procurement process at any time. The City may contact any or all proposer's after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the City.

B. The City will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the City of Greenville.

C. The City, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

#### **D. Rejection of Proposals**

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to proposals that it deems acceptable.

**FEE SCHEDULE**

1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius 0-15 Miles	\$ /cu. yd.
	16-30 Miles	\$ /cu. yd.
	31-60 Miles	\$ /cu. yd.
	61-90 Miles	\$ /cu. yd.
	91-120 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill	
	Mileage Radius 0-20 Miles	\$ /cu. yd.
	21-40 Miles	\$ /cu. yd.
	41-70 Miles	\$ /cu. yd.
	71-100 Miles	\$ /cu. yd.
	101-140 Miles	\$ /cu. yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility.	
	Mileage Radius 0-20 Miles	\$ /cu. yd.
	21-40 Miles	\$ /cu. yd.
	41-70 Miles	\$ /cu. yd.
	71-100 Miles	\$ /cu. yd.
	101-140 Miles	\$ /cu. yd.
4.	Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	\$ /cu. yd.
6.	Pick up and dispose of hazardous materials	\$ /lb.
7.	Dead Animal Collection, Transportation & Disposal	\$ /lb.
	Hazard trees - Trees will be evaluated by the City and be designated to be	

8.	cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground		
	6"-12" Diameter	\$	/tree
	13"-24" Diameter	\$	/tree
	25"-48" Diameter	\$	/tree
	>48" Diameter	\$	/tree
9.	Stumps up to 24" in diameter (requires City approval)	\$	/ea
	Stumps over 24" in diameter (requires City approval)	\$	/ea.
10.	<u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger		
	2"-4" Hanger	\$	/hanger
	5"-12" Hanger	\$	/hanger
	>12" Hanger	\$	/hanger
11.	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$	per sq. ft.
12.	Tipping fees/disposal for C&D debris shall be paid by the City		
13.	<u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)		Price Included
14.	<u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	\$	/cu. yd.
15.	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$	/unit
16.	<u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws	\$	
17.	<u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested		Price Included



18.	<u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price Included
19.	<u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20.	<u>Management Fee for Landfill Site Disposal Operation</u> - All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required	\$ cu./yd.
21.	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
22.	<u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
23.	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR.	Price Included
24.	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements.	Price Included

## HOURLY FEE SCHEDULE

<i>All equipment rates below include operator fuel, and maintenance costs</i>	
Personnel/Equipment	Hourly Rate
30 Ton Crane	\$
Stump Grinder	\$
50' Bucket Truck	\$
Track-Hoes John Deere 690 Equivalent	\$
John Deere 544 or Equivalent	\$
Service Trucks	\$
Tractor with Box Blade	\$
5-14 Cubic Yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$
Personnel/Equipment	Hourly Rate
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Pickup Truck, Extended Cab	\$
Pickup Truck 4x4	\$
Pickup Truck 1 Ton	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
Bulldozer, D4 or Equivalent	\$
12 Ton Lowboy	\$

50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$
Other (please specify)	\$



## City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

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**Title of Item:** Award of a pre-event contract for Debris Removal Monitoring Services in the event of a natural disaster

**Explanation:** **Abstract:** The Public Works Department issued a Request for Proposals for a debris removal monitoring contract. Public Works is requesting authorization to enter into a contract with Thompson Consulting Services for Debris Removal Monitoring Services. These services would be utilized in the event of a natural or other disaster.

**Explanation:** Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Small scale disasters can generally be handled with City forces. However, larger disasters require contract support to monitor the Debris Removal Contractor's removal of the large quantity of debris generated by the event. The Federal Emergency Management Agency (FEMA) requires that debris removal contractors be monitored to ensure only eligible debris is loaded, and the truck load volumes are accurately reported. This support can be obtained through contracting actions before or after the event.

Contracting in advance of a disaster is known as a pre-event contract. The main advantage of pre-event contracts is that they provide commitments for early response from the contractor(s). Contracting after the event does not usually provide as early a response as can be obtained from the contractor selected for the pre-event contract.

Additionally, the Federal Emergency Management Agency (FEMA) recommends municipalities obtain pre-event contracts.

The attached pre-event debris removal monitoring contract does not include a retainer fee, and the contractor is not authorized to commence work until a Notice to Proceed is issued by the City.

Public Works issued a Request for Proposals for a pre-event debris removal monitoring contract, and four (4) debris monitoring contractors submitted proposals. The proposals were reviewed utilizing the following four criteria:

references/experience, technical approach, personnel/equipment, and reasonableness of price.

The contractor selected as best qualified is Thompson Consulting Services. As part of the selection process, the contractors' plans for utilizing local subcontractors were also reviewed. Thompson Consulting Services' plans include utilizing local employees and subcontractors to the highest extent practical in their debris removal efforts.

**Fiscal Note:**

The only costs associated with this pre-event debris removal monitoring contract, until activated, are staff time to prepare and review the contract. The costs for actual services rendered under the contract should be reimbursed by FEMA when a disaster declaration is made.

**Recommendation:**

Public Works recommends City Council award a pre-event debris removal monitoring contract to Thompson Consulting Services effective September 4, 2018.

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ATTACHMENTS:

- ▣ **Thompson Consulting Services Contract**

Agreement  
Between the City of Greenville, NC and  
Thompson Consulting Services  
For  
Debris Management and Removal  
Monitoring Services

This is an Agreement effective as of September 4, 2018 between the City of Greenville, North Carolina (City) and Thompson Consulting Services (Contractor). City's project, of which Contractor's services under this Agreement are a part, is generally identified as follows:

Debris Management and Removal Monitoring Services

Contractor's services under the Agreement are generally identified as follows:

Once issued a notice to proceed, the Contractor will assist the City with monitoring the removing of debris from the City after a disaster and properly disposing of the debris.

City and Contractor further agree as follows:

**PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL MONITORING SERVICES**

**I. SCOPE**

The Contractor is to perform the work as defined in the Request for Proposals and amendments, labeled Attachment "B". The Request for Proposals and amendments are hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

**II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposals; and
4. Contractor's Proposal

**III. TERMS OF AGREEMENT**

The period of this Agreement shall be for thirty-eight (38) months beginning approximately September 4, 2018, and ending on approximately November 30, 2021. This Agreement can be extended up to two (2) additional years in one (1) year increment periods unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this Agreement.

#### **IV. COMPENSATION**

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified, labeled Attachment "A", in said proposal and amendments. The proposal and any amendments thereto are incorporated by reference herein and made a part hereof as if fully herein set forth.

#### **V. PAYMENT**

All invoices must be submitted by the 10<sup>th</sup> of each month for work completed during the previous month. Upon receipt by the City, the invoices are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to NINETY (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works  
ATTN: Ross Peterson, Building Facilities Coordinator  
City of Greenville  
1500 Beatty Street  
Greenville, NC 27834

#### **VI. GENERAL TERMS AND CONDITIONS**

##### **A. Termination:**

The City may terminate this Agreement at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.
4. Force majeure
5. Upon expiration of the one-year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

##### **B. Performance Requirements and Services:**

1. The services to be provided by the Contractor for the City include those which are necessary for monitoring the removal of excess green waste and/or bulk refuse by a Debris Management and Removal Contractor from City streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and



debris placed on or in these public sites as approved by the City to be removed by the Debris Management and Removal Contractor. Additionally, the Contractor will monitor operations of the Temporary Debris Staging and reduction sites and/or existing permitted disposal sites.

2. Debris Removal to be monitored by the Contractor will be designated by a City official, inspector, or other personnel approved by the City.
3. The method(s) utilized for monitoring debris removal under this Agreement are to be determined by the Contractor and approved by the City. The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris for the City by a process including the following responsibilities and duties:
  - A. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project)
  - B. Provide trained debris monitoring personnel to properly and accurately complete and physically control load tickets (in tower and all field sites). (Note: Optional cost of debris monitoring contractor providing Electronic automated Debris Data collection instead of paper load tickets is requested on Fee Schedule)
  - C. Ensure that trucks are accurately credited for their load
  - D. Ensure that trucks are not artificially loaded
  - E. Report if improper equipment is mobilized and used
  - F. Report Debris Management and Removal Contractor issues to the City Director of Public Works or designee that requires action (i.e. safety concerns, contractor non-compliance, damages to property, etc.)
  - G. Ensure only eligible debris is loaded by the debris contractor and ensuring debris removal contractor is not commingling debris categories as the trucks are loaded.
  - H. Ensure trucks are properly unloaded at the landfill or disposal site
  - I. Ensure hazardous waste is not loaded by debris contractor
  - J. Validate hazardous trees, including hangers, and stumps
  - K. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Director of Public Works or designee
  - L. Ensure contractor completes assigned route area prior to moving to other route areas without direction from the City
  - M. Maintain required photo, GIS, and GPS documentation of contractor debris removal trucks and activities. Specific examples of photo and GPS documentation are the required FEMA documentation for hazardous stump removal/tree removal /tree hanger removal, contractor property damage, and/or other assigned, special, or unusual occurrences in the field.
  - N. Document and report activities to the City which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns
  - O. Document and report to the City damages which occur on public or private property as a result of the debris removal operations

- P. Coordinate daily briefings, work progress reports, staffing, and other key items with the City and Debris Management and Removal Contractor
  - Q. Assist the City in responding to public concerns or comments
  - R. Entering load tickets into a monitoring contractor provided database application
  - S. Digitization of source documentation (i.e. Load Tickets)
  - T. Comprehensive review, reconciliation, and validation of debris removal contractors invoices prior to submission to City for processing.
  - U. Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff, and designated debris removal contractors.
  - V. Final report and appeal preparation and assistance
4. The Contractor shall perform work so as not to interfere with the normal operations of the City, State, or Federal functions and/or violate existing regulations of these or other regulatory agencies.
  5. The Contractor will be expected to provide all personnel, equipment, temporary office space, forms, record keeping materials, personal protective equipment, communication equipment, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.
  6. The Contractor must be fully cognizant of and comply with all pertinent Federal and State of North Carolina requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.
  7. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management and Removal Contractor or other recovery operation forces. Such coordination shall be effected through communications with the Director of Public Works or designee. To the extent authorized by the Director of Public Works, the Contractor shall coordinate monitoring operations directly with the Debris Management and Removal Contractor when necessary to achieve effective and efficient integration of forces.
  8. The Contractor must not have been prohibited from doing business with any governmental entity for any reason. The Contractor shall provide a statement of compliance.
  9. The Contractor must provide appropriate training of monitors that is required by Federal or State agencies for safety or for full reimbursement of funds expended for disaster recovery.
  10. The Contractor must not have any conflict of interest with the City Debris Management and Removal Contractor.

C. Indemnification and Insurance:

1. Indemnity

To the fullest extent permitted by law, Contractor shall indemnify the City and the City's employees, officers, public officials and directors for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) caused by or the result of the negligent acts, errors, omissions or intentional acts of Contractor, its agents, employees, or subcontractors in the performance of the Scope of Services hereunder. The Contractor's obligation under this Agreement with regard to indemnification shall be to indemnify and hold harmless City and its officers, directors, public officials and employees from and against those damages and costs (including the reimbursement of reasonable attorneys' fees awarded and/or incurred) that Contractor becomes obligated to pay, whether by claim, demand, penalties, award or judgment as a result of the death or bodily injury to any person, or the destruction of damage to any property, as a result of the negligent acts, errors or omissions or intentional acts of Contractor, its agents, employees, or subcontractors.

Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$4,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.

d) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.

e) Insurance Certificates

The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.

f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work:

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

E. Right to Audit Records:

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence:

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

**VII. MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) PROGRAM**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Contractor attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and to utilize M/WBE suppliers of materials and labor when available.

## **VIII. E-VERIFY COMPLIANCE**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

## **IX. IRAN DIVESTMENT ACT**

Vendor certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-86.58; (ii) it will not take any actions causing it to appear on said list during the terms of this Purchase Order, and (iii) it will not utilize any subcontractor

## **X. SPECIAL PROVISIONS**

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. The Contractor shall utilize or sub-contract with local contractors to perform the monitoring work to the greatest extent possible when needed to supplement Contractors' employees.
- C. The Contractor shall provide all necessary security and oversight for all operations.
- D. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways when working outside work zone of the debris removal contractor.
- E. The anticipated Contractor work hours are sun up to sun down seven days per week unless otherwise approved by the City.
- F. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- G. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will monitor loads entering these facilities.
- H. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation. Spills shall be reported to the City Public Works Department immediately following discovery.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.

- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Contractor shall provide City with a Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.
- J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City  
Public Works Department  
Attention: Ross Peterson  
1500 Beatty Street  
Greenville, NC 27834

For the Contractor:  
Thompson Consulting Services  
Attention: Jon Hoyle  
1135 Townpark Avenue, Suite 2101  
Lake Mary, FL 32746

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above:

CITY OF GREENVILLE

Thompson Consulting Services

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

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

Printed Name: P.J. Connelly \_\_\_\_\_

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

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

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

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

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

**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.

BY: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

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

<b>FEE SCHEDULE</b>		
1.	Fixed Site Debris Monitors	\$ 32.50 Per hour
2.	Field Debris Monitors-	\$ 32.50 Per hour
3.	Hazard Tree, Stump, or Tree Limb Hanger Removal Monitor	\$ 32.50 Per hour
4.	Data Manager/Reporting Supervisor	\$ 75.00 Per hour
5.	GIS Analyst/Mapping Coordinator	\$ 55.00 Per hour
6.	Training and Assistance - Sessions shall be for all key City personnel, Monitoring Contractor personnel, and assistance in all disaster debris recovery monitoring efforts as requested	Price Included
7.	Project Manager	\$ 83.00 Per Hour
8.	Emergency Operations Manager	\$ 76.50 Per Hour
9.	Field Supervisor	\$ 59.00 Per Hour
10.	Clerical Staff/Data Entry Clerk	\$ 20.00 Per Hour
11.	Environmental Specialist	\$ 45.00 Per Hour
12.	Temporary Storage of Documents - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
13.	Reporting and Documentation - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to adequately document the Debris Recovery Monitoring Services in accordance with FEMA/NC requirements.	Price Included
14.	Additional Cost for providing an Automated Debris Data Collection system if used instead of paper load tickets	\$ 1.50 Per Hour <sup>1</sup>

[1] Applies to positions that require the use of an ADMS handheld device and hip printer.

The prices shown above are all-inclusive of overhead, administrative costs, per diem costs, transportation costs, and all other direct or indirect costs or charges. Proposer may include other positions, with hourly rates, as recommended or needed.



**REQUEST FOR PROPOSALS (RFP)**

The City of Greenville, North Carolina, is seeking proposals from qualified firms interested in providing Disaster Debris Monitoring Services within the City's jurisdiction in the event of a natural disaster.

Interested firms are invited to submit proposals (in the required quantity and format) for providing **Disaster Debris Monitoring Services** for the City of Greenville by 4 pm, Tuesday, May 31, 2018, to the following address:

ATTN: Mr. Ross Peterson  
Building Facilities Coordinator  
City of Greenville  
Public Works Dept.  
1500 Beatty Street  
Greenville, NC 27834

For questions or to obtain a complete version of the Request for Proposals, please contact Mr. Ross Peterson, Building Facilities Coordinator, at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).



*Find yourself in good company*

REQUEST FOR PROPOSALS  
FOR  
DISASTER DEBRIS MONITORING SERVICES

For additional information:  
Ross Peterson, Building Facilities Coordinator  
Public Works Department  
1500 Beatty Street  
Greenville, NC 27834  
(252) 329-4921  
Email: [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov)

# **REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MONITORING SERVICES**

## **I. INTRODUCTION**

The City of Greenville is requesting proposals from a qualified firm to perform disaster debris monitoring services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advance for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Proposal for Disaster Debris Monitoring Services shall not constitute or warrant a contract. The City of Greenville is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the City. No work effort will begin without written authorization (Notice to Proceed) from the City. No retainer shall be paid in order to keep the contract in effect.

## **II. GENERAL REQUIREMENT**

- A. Submit one (1) original **and** four (4) copies of the response to this Request for Proposals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

## **III. SCOPE**

City of Greenville, hereinafter called "City", in order to deal with a major storm, disaster, or other event will receive professional service proposals for a pre-event contract for Disaster Debris Monitoring Services. The City seeks proposals from qualified contractors with extensive experience in disaster and debris removal monitoring services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers shall include in their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals but may be necessary during a disaster removal monitoring operation.

Proposers should be as self sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the City following substantial event could exceed seven (7) days.

The City intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

#### IV. EVALUATION CRITERIA

The following criteria will be the basis on which contractors will be selected for further consideration:

**Submittal:**

**Weight in Evaluation**

**References and Experience:**

**25%**

A narrative describing experience and qualifications in similar contracting situations with supporting data to include jobs completed and references complete with contact information. A list of all current contracts and a list of all disaster debris monitoring services experience (Work History) in the state of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information.

**Technical Approach:**

**30%**

A narrative describing your firm's approach to the specified work activities and provide a narrative of the project work plans (Pre-event planning, field operations, communications, work site safety, etc.) that will be developed for the project. Demonstrate understanding of FEMA and FHWA program monitoring and documentation requirements.

**Personnel/Equipment:**

**25%**

Proposal of how your firm will ensure sufficient personnel and equipment dedicated to disaster debris monitoring services to meet various levels of need depending on the level of disaster and amount of debris. Please do not list rented equipment or equipment owned by others (including subcontractors). If leased equipment is listed, please provide a copy of the lease contract as proof of availability. Provide organizational chart and summary of key project staff qualifications, and experience with similar projects.

**Reasonableness of Price:**

**20%**

Complete Fee Schedule attached

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

Proposer shall submit one (1) original **and** four (4) copies of their response to this RFP in a sealed carton clearly marked "City of Greenville-Disaster Debris Monitoring Services RFP".

Questions will be accepted by e-mail about this RFP until Monday, May 21, 2018 no later than 5 p.m. to Ross Peterson, Building Facilities Coordinator (rpeterson@greenvillenc.gov.) No questions will be accepted after this time. Responses to questions and any addenda will be posted on the City Purchasing Site by Thursday, May 24, 2018 at 5 p.m. Any addenda and clarifications will be issued prior to 5 p.m. Thursday, May 24, 2018.

**All submittals shall be received by the City no later than 4 p.m. on Thursday, May 31, 2018.** All proposals shall be submitted to the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834. Any responses not received by the appointed date and correct location will be rejected. Proposals faxed or e-mailed will be rejected.

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

## **V. SAMPLE PRE-EVENT AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES**

### **A. SCOPE**

The Contractor is to perform the work as defined in the Request for Proposals and amendments, if any. The Request for Proposals is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

### **B. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposal; and
4. Contractor's Proposal

### **C. TERM OF AGREEMENT**

The period of this Agreement shall be for twenty-four (24) months beginning approximately July 1, 2018, and ending on approximately June 30, 2020. This Agreement shall be extended for an additional one (1) year period unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this agreement.

## **VI. COMPENSATION**

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

## VII. PAYMENT

All invoices must be submitted by the 10<sup>th</sup> of each month for work completed during the previous month. Upon receipt by the City, the invoices are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to NINETY (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works  
ATTN: Ross Peterson, Building Facilities Coordinator  
City of Greenville  
1500 Beatty Street  
Greenville, NC 27834

## VIII. GENERAL TERMS AND CONDITIONS

### A. Termination:

The City may terminate this Agreement at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.
4. Force majeure

Upon expiration of the two-year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

### B. Performance Requirements and Services:

Disaster Debris Monitoring Services could potentially include but are not limited to:

1. The services to be provided by the Contractor for the City include those which are necessary for monitoring the removal of excess green waste and/or bulk refuse by a Debris Management and Removal Contractor from City streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and debris placed on or in these public sites as approved by the City to be removed by the Disaster Debris Monitoring Contractor. Additionally, the Contractor will monitor operations of the City Temporary Debris Staging and reduction sites and/or existing permitted disposal sites. The City of Greenville does have a Memorandum of Agreement to remove vegetative debris from North Carolina Department of Transportation (NCDOT) roads if the agreement is activated after a disaster.

2. Debris Removal to be monitored by the Contractor will be designated by a City official, inspector, or other personnel approved by the City.
3. The method(s) utilized for monitoring debris removal under this Agreement are to be determined by the Contractor and approved by the City. The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris for the City by a process including the following responsibilities and duties:
  - A. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project)
  - B. Provide trained debris monitoring personnel to properly and accurately complete and physically control load tickets (in tower and all field sites). (Note: Optional cost of debris monitoring contractor providing Electronic automated Debris Data collection instead of paper load tickets is requested on Fee Schedule)
  - C. Ensure that trucks are accurately credited for their load
  - D. Ensure that trucks are not artificially loaded
  - E. Report if improper equipment is mobilized and used
  - F. Report Debris Management and Removal Contractor issues to the City Director of Public Works or designee that requires action (i.e. safety concerns, contractor non-compliance, damages to property, etc.)
  - G. Ensure only eligible debris is loaded by the debris contractor and ensuring debris removal contractor is not commingling debris categories as the trucks are loaded.
  - H. Ensure trucks are properly unloaded at the landfill or disposal site
  - I. Ensure hazardous waste is not loaded by debris contractor
  - J. Validate hazardous trees, including hangers, and stumps
  - K. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Director of Public Works or designee
  - L. Ensure contractor completes assigned route area prior to moving to other route areas without direction from the City
  - M. Maintain required photo, GIS, and GPS documentation of contractor debris removal trucks and activities. Specific examples of photo and GPS documentation are the required FEMA documentation for hazardous stump removal/tree removal /tree hanger removal, contractor property damage, and/or other assigned, special, or unusual occurrences in the field.
  - N. Document and report activities to the City which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns
  - O. Document and report to the City damages which occur on public or private property as a result of the debris removal operations
  - P. Coordinate daily briefings, work progress reports, staffing, and other key items with the City and Debris Management and Removal Contractor
  - Q. Assist the City in responding to public concerns or comments
  - R. Entering load tickets into a monitoring contractor provided database application
  - S. Digitization of source documentation (i.e. Load Tickets)
  - T. Comprehensive review, reconciliation, and validation of debris removal contractors invoices prior to submission to City for processing.
  - U. Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff, and designated debris removal contractors.

## V. Final report and appeal preparation and assistance

4. The Contractor shall perform work so as not to interfere with the normal operations of the City, State, or Federal functions and/or violate existing regulations of these or other regulatory agencies.
5. The Contractor will be expected to provide all personnel, equipment, temporary office space, forms, record keeping materials, personal protective equipment, communication equipment, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.
6. The Contractor must be fully cognizant of all pertinent Federal and State of North Carolina requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.
7. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management and Removal Contractor or other recovery operation forces. Such coordination shall be effected through communications with the Director of Public Works or designee. To the extent authorized by the Director of Public Works, the Contractor shall coordinate monitoring operations directly with the Debris Management and Removal Contractor when necessary to achieve effective and efficient integration of forces.
8. The Contractor must not have been prohibited or debarred from doing business with any governmental entity for any reason. Provide a statement of assurances and compliance.
9. The Contractor must provide appropriate training of monitors that is required by Federal or State agencies for safety or for full reimbursement of funds expended for disaster recovery.
10. The Contractor must not have any conflict of interest with the City Debris Management and Removal Contractor.

## C. Indemnification and Insurance:

### I. Indemnity

Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.



2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage  
Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates  
The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.
- f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work:

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

E. Right to Audit Records:

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence:

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

#### **IX. MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) 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 (M/WBE) Plan and subsequent program, outlining verifiable goals.

**The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal** for the participation of M/WBE 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 M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

#### **X. SPECIAL PROVISIONS**

- I. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- J. The Contractor shall utilize or sub-contract with local contractors to perform the monitoring work to the greatest extent possible when needed to supplement Contractors' employees.
- K. The Contractor shall provide all necessary security and oversight for all operations.
- L. The Contractor shall provide sufficient traffic control and warning devices for conducting the monitoring contractor's work on streets and highways when outside of the Debris Removal Contractor's work zone.
- M. The anticipated Contractor work hours are sun up to sun down seven days per week unless otherwise approved by the City.
- N. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- O. The City will identify one or more Temporary Debris Storage Sites if required. All site work on these sites must be approved by the City. The Contractor will monitor loads entering these facilities.
- P. The Disaster Debris Monitoring Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Disaster Debris Monitoring contractor's operation. Spills shall be reported to the City Public Works Department immediately following discovery.

**XI. MISCELLANEOUS PROVISIONS**

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Contractor shall provide City with a Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.
- J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City:

Public Works Department  
Attention: Ross Peterson  
Building Facilities Coordinator  
1500 Beatty Street  
Greenville, NC 27834

For the Contractor:

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

## **XII. SPECIAL FEDERAL PROVISIONS CLAUSES FOR PROFESSIONAL SERVICES/A&E**

### **Opportunity to Cure (General Provision)<sup>1</sup>**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Termination for Convenience (General Provision)<sup>2</sup>**

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

### **Termination for Default [Breach or Cause] (General Provision)<sup>3</sup>**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### **Equal Opportunity**

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are

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<sup>1</sup> For contracts more than \$150,000

<sup>2</sup> For contracts more than \$10,000

<sup>3</sup> For contracts more than \$10,000

employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

(7) In every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

### **Copeland "Anti-Kickback" Act**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. 5

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

### **Contract Work Hours and Safety Standards Act**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

## **Clean Air Act and the Federal Water Pollution Control Act<sup>4</sup>**

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

## **Debarment and Suspension<sup>5</sup>**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Greenville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Greenville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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<sup>4</sup> For contracts more than \$150,000

<sup>5</sup> For contracts \$25,000 or more

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

A civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### **Clean Air Act**

(1)The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

### **Clean Water**

(1)The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Fly America**

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

### **ADA Access**

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

### **Change Orders**

Per FEMA guidelines, all changes allowed under this contract must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

### **Access to Records**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Greenville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor 14 will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

CITY OF GREENVILLE

CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel 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.

BY: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

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

## GENERAL INFORMATION AND INSTRUCTIONS

### A. Procurement Process

The RFP is not a bid. The City is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The City reserves the right, in its sole discretion, to reject all submissions, reissue subsequent RFP, terminate, restructure or amend this procurement process at anytime. The City may contact any or all proposers after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the City.

### B. The City will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the City of Greenville.

### C. The City, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

### D. Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to proposals that it deems acceptable.

<b><u>FEE SCHEDULE</u></b>		
1.	Fixed Site Debris Monitors	\$ Per hour
2.	Field Debris Monitors-	\$ Per hour
3.	Hazard Tree, Stump, or Tree Limb Hanger Removal Monitor	\$ Per hour
4.	Data Manager/Reporting Supervisor	\$ Per hour
5.	GIS Analyst/Mapping Coordinator	\$ Per hour
6.	Training and Assistance - Sessions shall be for all key City personnel, Monitoring Contractor personnel, and assistance in all disaster debris recovery monitoring efforts as requested	Price Included
7.	Project Manager	\$ Per Hour
8.	Emergency Operations Manager	\$ Per Hour
9.	Field Supervisor	\$ Per Hour
10.	Clerical Staff/Data Entry Clerk	\$ Per Hour
11.	Environmental Specialist	\$ Per Hour
12.	Temporary Storage of Documents - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
13.	Reporting and Documentation - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to adequately document the <u>Debris Recovery Monitoring Services</u> in accordance with FEMA/NC requirements.	Price Included
14.	Additional Cost for providing an Automated Debris Data Collection system if used instead of paper load tickets	

**The prices shown above are all-inclusive of overhead, administrative costs, per diem costs, transportation costs, and all other direct or indirect costs or charges. Proposer may include other positions, with hourly rates, as recommended or needed.**



# City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

**Title of Item:** Resolution declaring six Public Works vehicles as surplus and authorizing disposition by electronic auction

**Explanation:** **Abstract:** The Public Works Department has determined that six heavy-duty vehicles and equipment are surplus to its needs. The equipment has been removed from the fleet, and staff is requesting that City Council declare these items as surplus and authorize the sale of the equipment via GovDeals, the City's on-line auction service.

**Explanation:** The Public Works Department has determined that the following vehicles and equipment are surplus to its needs:

Asset#	Year	Make	Model	Type	VIN#
20015	2006	Ford	F-350	Dump Truck	1FDWF32566ED47469
6565	2005	International	4300	Bucket Truck	1HTMMAANX6H211581
6884	2009	International	4300	Rescue Truck	1HTMNAAL79H112152
4610	2000	New Holland	555-E	Backhoe	31026265
5492	2003	John Deere	790	Tractor	594216
6645	2006	Monroe	N/A	Sand Spreader	06118215

All assets are obsolete, experiencing multiple repairs, and/or are past their useful lives.

The Purchasing Manager has the authority to surplus property with an estimated value of less than \$30,000. The items listed are valued over \$30,000; therefore, City Council is asked to declare these items as surplus and authorize their disposition via electronic auction on the GovDeals.com website.

**Fiscal Note:** The sale of each vehicle is estimated to produce revenue of \$30,000 or more. The revenue received will be returned to the Vehicle Replacement Fund.



**Recommendation:** Approve the resolution declaring the six assets as surplus and authorize the Purchasing Manager to proceed with the disposition of the equipment via electronic auction.

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ATTACHMENTS:

- ▣ **Resolution-Ford\_F-350,\_Bucket\_Truck,\_Rescue\_Truck,\_Holland\_Backhoe,\_Tractor,\_Sand\_Spreader\_1083854**

RESOLUTION NO. \_\_\_\_\_ - 19  
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS  
AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

WHEREAS, the City of Greenville has surplus property as listed below:

Asset#	Year	Make	Model	Type	Miles	VIN#
20015	2006	Ford	F-350	Dump Truck	93,920	1FDWF32566ED47469
6565	2005	International	4300	Bucket Truck	73,405	1HTMMAANX6H211581
6884	2009	International	4300	Rescue Truck	73,957	1HTMNAAL79H112152
4610	2000	New Holland	555-E	Backhoe	3,926	31026265
5492	2003	John Deere	790	Tractor	5,572	594216
6645	2006	Monroe	N/A	Sand Spreader	N/A	06118215

WHEREAS, it is the desire of the City Council of the City of Greenville to sell by electronic auction to the highest bidder the above listed property; and,

WHEREAS, North Carolina General Statutes 160A-270 provides for the sale of such City property by electronic auction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above listed property is hereby declared as surplus and the Purchasing Manager is hereby authorized to sell the above listed property to the highest bidder on August 31, 2018, at 3:00 p.m. via electronic auction on GovDeals - [www.govdeals.com](http://www.govdeals.com), said electronic address being where the information about the property to be sold can be found and where electronic bids may be posted.

BE IT FURTHER RESOLVED that the property listed above will be sold in accordance with the electronic auction procedure utilized by the Purchasing Manager to sell surplus property and shall be sold on an "as is" basis with the sale being final and that the City of Greenville reserves the right to reject any and all bids.

BE IT FURTHER RESOLVED that a notice summarizing the contents of this resolution may be published solely by electronic means and that the auction shall occur no sooner than ten (10) days after its publication.

This 20<sup>th</sup> day of August, 2018.

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

ATTEST:

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

Doc# 1083854



## City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

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**Title of Item:** Presentation on North Carolina Global Transpark - Allen Thomas, Executive Director

**Explanation:** Allen Thomas, Executive Director, has requested to present information about the North Carolina Global Transpark to City Council. Mr. Thomas is presenting similar information to other units of local government in Eastern North Carolina.

**Fiscal Note:** No cost to the City

**Recommendation:** Hear the presentation on the Global Transpark

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## City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

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**Title of Item:** Approval to purchase replacement vehicles and equipment for various City departments

**Explanation:** **Abstract:** The Public Works Department is requesting to purchase 29 replacement vehicles and/or equipment for various City departments at a cost of \$4,310,548 by utilizing monies available in the FY 2019 Vehicle Replacement Fund.

**Explanation:** The Public Works Department is requesting approval to purchase the following vehicles and equipment, as they have met the replacement criteria set by the City Replacement program:

- (1) John Deere Tractor with mower attachment thru North Carolina-GSSA Contract – Replacing #4610
- (1) Ford Transit 350 Work Van thru the North Carolina Sheriff’s Association Contract – Replacing #5551
- (1) Ford F150 Crew Cab Truck thru the North Carolina Sheriff’s Association Contract – Replacing #4854
- (1) Ford Transit 350 Work Van thru the North Carolina Sheriff’s Association Contract – Replacing #6398
- (1) Ford F250 Pickup Truck thru the North Carolina Sheriff’s Association Contract – Replacing #5864
- (1) John Deere Mower thru the North Carolina Ground Maintenance Contract – Replacing #6861
- (1) Stump Grinder thru National Joint Alliance Cooperative – Replacing #1070
- (2) EMS Units thru the Houston-Galveston Area Cooperative Purchasing Program – Replacing #'s 8094, 7078
- (2) Chevrolet Tahoes thru the North Carolina State Contract – Replacing #'s 6672, 6621
- (1) Ford F150 Pickup Truck thru the North Carolina Sheriff’s Association Contract – Replacing #6065

- (2) Pierce Ladder Trucks thru the Houston-Galveston Area Cooperative Purchasing Program –  
Replacing #'s 1074, 5120
- (2) Chevrolet Tahoe Police Packages thru the North Carolina Sheriff's Association Contract –  
Replacing #'s 7060, 6953
- (5) Ford Interceptors thru the North Carolina Sheriff's Association Contract –  
Replacing #'s 6601, 7058, 8313, 10056, 10097
- (1) Ford F150 Pickup Trucks thru the North Carolina Sheriff's Association Contract – Replacing #6890
- (1) LED Light Tower thru local bid process – Replacing #6743
- (1) Ford F350 Pickup Truck thru the North Carolina Sheriff's Association Contract – Replacing #6311
- (2) Kubota RTV's thru the National Joint Alliance Cooperative – Replacing #'s 4884, 6086
- (1) International Compaction Debris Collector thru the North Carolina Sheriff's Association Contract  
Replacing # 5929
- (1) Knuckle Boom Truck thru the North Carolina Sheriff's Association Contract – Replacing #6744
- (1) Crack Sealer thru the Houston-Galveston Area Cooperative Purchasing Program – Replacing #3604

**Fiscal Note:**

Funding for these purchases will come from the Vehicle Replacement Fund (\$4,310,548) which has a budget of \$4,723,800 for FY 2019.

**Recommendation:**

City Council approve the purchase of the 29 vehicles/equipment as listed using the FY 2019 Vehicle Replacement Fund.

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ATTACHMENTS:

- ☐ **Table\_of\_Replacmnt\_Vehicles\_1084716**
- ☐ **Price Quotes**

Vehicle Replacement Fund (VRF)

Vehicles Scheduled for Replacement per August 2018 Agenda Item

	A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K. = J. / H.	L.	M. = L. / 3.92	N. = M. * H.	O. = N. / F.
#	Dept	Asset #	Model Year	Description	Model ID	Actual Replacement Cost	Expected Life (Years)	Actual Life (Years)	Target Meter Miles/HRS	Actual Meter Miles	Actual Average Miles/HRS Per Year	Actual Maint Cost Since 2015	Average Maint per Year	Estimated Maint Cost Over Actual Life	% of Replace Cost
	PWD/B&G	4610	2000	Tractor	555-E - Tractor	\$ 131,691	10	18	3,000	3,968	220	\$ 10,073	\$ 2,570	\$ 46,252.06	35.1%
	PWD/B&G	5551	2003	Van	E-350 Van	\$ 30,815	10	15	75,000	96,101	6,407	\$ 7,695	\$ 1,963	\$ 29,444	95.6%
	PWD/B&G	4854	2001	Pickup Truck	F350-Pickup Truck	\$ 34,097	10	17	75,000	97,234	5,720	\$ 10,149	\$ 2,589	\$ 44,012	129.1%
	PWD/B&G	6398	2005	Van	Gran Caravan SE	\$ 30,815	10	13	75,000	96,218	7,401	\$ 8,768	\$ 2,237	\$ 29,077	94.4%
	PWD/B&G	5864	2004	Pickup Truck	F350-Pickup Truck	\$ 29,919	10	14	75,000	75,120	120	\$ 20,913	\$ 5,335	\$ 74,691	249.6%
	PWD/B&G	6861	2008	Mower	Z830A Lawnmower	\$ 8,581	6	10	3,000		(3,000)	\$ 6,218	\$ 1,586	\$ 15,862	184.9%
	PWD/B&G	1070	1997	Grinder	Stump Grinder Model 252	\$ 11,224	10	21	3,000		(3,000)	\$ 2,782	\$ 710	\$ 14,906	132.8%
	Fire/EMS	8094	2010	Rescue Truck	G4500	\$ 309,270	6	8	75,000	103,524	28,524	\$ 65,392	\$ 16,682	\$ 133,453	43.2%
	Fire/EMS	7078	2010	Rescue Truck	G4500	\$ 309,270	6	8	75,000	83,602	8,602	\$ 52,352	\$ 13,355	\$ 106,840	34.5%
	Fire/EMS	6672	2007	SUV	Expedition SUV	\$ 47,219	10	11	75,000	124,443	49,443	\$ 10,703	\$ 2,730	\$ 30,033	63.6%
	Fire/EMS	6621	2006	SUV	Durango SUV	\$ 47,219	10	12	75,000	95,021	20,021	\$ 9,993	\$ 2,549	\$ 30,590	64.8%
	Fire/EMS	6065	2004	Sedan	Stratus	\$ 46,558	8	14	75,000	70,520	(4,480)	\$ 2,570	\$ 656	\$ 9,178	19.7%
	Fire/EMS	1074	1997	Ladder Truck	Ladder Truck	\$ 1,157,310	15	21	75,000	73,290	(1,710)	\$ 41,687	\$ 10,635	\$ 223,325	19.3%
	Fire/EMS	5120	2001	Ladder Truck	ISM-450 Pumper	\$ 1,157,310	15	17	75,000	113,089	38,089	\$ 47,556	\$ 12,132	\$ 206,239	17.8%
	Police	7060	2000	Pickup Truck	Silverado-1500	\$ 48,791	10	18	75,000	237,947	162,947	\$ 3,844	\$ 981	\$ 17,650	36.2%
	Police	6953	2009	SUV	Tahoe	\$ 40,790	10	9	75,000	145,729	70,729	\$ 23,826	\$ 6,078	\$ 54,703	134.1%
	Police	6601	2006	Sedan	Crown Victoria	\$ 46,065	5	12	75,000	96,164	21,164	\$ 19,293	\$ 4,922	\$ 59,061	128.2%
	Police	7058	2011	Sedan	Crown Victoria	\$ 46,065	5	7	75,000	124,875	49,875	\$ 22,345	\$ 5,700	\$ 39,902	86.6%
	Police	8313	2015	Sedan	Police Taurus	\$ 46,065	5	3	75,000	45,740	(29,260)	\$ 11,211	\$ 2,860	\$ 8,580	18.6%
	Police	10056	2016	Sedan	Interceptor Police	\$ 46,065	5	2	75,000	16,668	(58,332)	\$ 500	\$ 127	\$ 255	0.6%
	Police	10097	2017	Sedan	Interceptor Police	\$ 46,065	5	1	75,000	17,702	(57,298)	\$ 912	\$ 233	\$ 233	0.5%
	Police	6890	2009	Pickup Truck	F150-XL	\$ 44,686	10	9	75,000	208,704	133,704	\$ 12,737	\$ 3,249	\$ 29,244	65.4%
	Police	6743	2007	Light Tower	Light Tower	\$ 10,337	10	11	3,000	810	(2,190)	\$ 4,282	\$ 1,092	\$ 12,017	116.2%
	Rec. & Park	6311	2005	Pickup Truck	Ram-3500 Pickup Truck	\$ 45,390	10	13	75,000	120,900	45,900	\$ 9,743	\$ 2,486	\$ 32,312	71.2%
	Rec. & Park	4884	2001	RTV	RTV	\$ 19,273	10	17	3,000	1,457	(1,543)	\$ 4,065	\$ 1,037	\$ 17,629	91.5%
	Rec. & Park	6086	2004	RTV	RTV	\$ 19,273	10	14	3,000	674	(2,326)	\$ 12,294	\$ 3,136	\$ 43,908	227.8%
	PWD/Sanitation	5929	2003	Leaf Truck	Leaf Truck	\$ 287,818	8	15	75,000	53,512	(21,488)	\$ 12,968	\$ 3,308	\$ 49,623	17.2%
	PWD/Sanitation	6744	2008	Knuckle Boom	Knuckle Boom	\$ 170,001	7	10	75,000	103,395	28,395	\$ 79,197	\$ 20,203	\$ 202,034	118.8%
	PWD/Street	3604	1996	Crack Sealer	Crack Sealer	\$ 42,566	10	22	NONE	NONE	NONE	\$ 2,572	\$ 656	\$ 14,436	33.9%
Total						\$ 4,310,548	256	362	1,668,000	2,206,407	6,095	\$ 516,642	\$ 131,796		
Average per Vehicle / Equipment						\$ 148,640	9	12.5	53,806	76,083					

Quote Id: 17816172

---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

East Coast Equipment, LLC  
2112 Central Park Drive  
Winterville, NC 28590  
252-355-4818  
winterville@eastcoastequip.com

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Prepared For:

City Of Greenville



Proposal For:

**Delivering Dealer:**

Stephen Giorgi

East Coast Equipment, LLC

2112 Central Park Drive

Winterville, NC 28590

winterville@eastcoastequip.com

**Quote Prepared By:**

Stephen Giorgi

sggiorgi@eastcoastequip.com

Date: 16 July 2018

Offer Expires: 15 August 2018

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*Confidential*

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:  
East Coast Equipment, LLC  
2112 Central Park Drive  
Winterville, NC 28590  
252-355-4818  
winterville@eastcoastequip.com

**Quote Summary**

**Prepared For:**  
City Of Greenville  
Angel Maldonado  
1500 Beatty St  
Greenville, NC 27834  
Business: 252-329-4664  
Mobile: 252-258-9639  
amaldonado@greenvillenc.gov

**Delivering Dealer:**  
**East Coast Equipment, LLC**  
Stephen Giorgi  
2112 Central Park Drive  
Winterville, NC 28590  
Phone: 252-355-4818  
sggiorgi@eastcoastequip.com

**Quote ID:** 17816172  
**Created On:** 16 July 2018  
**Last Modified On:** 16 July 2018  
**Expiration Date:** 15 August 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp) <b>Contract:</b> NC Grounds Maintenance Equip 515B (PG 2Y CG 22) <b>Price Effective Date:</b> December 11, 2017	\$ 57,742.27 X	1 =	\$ 57,742.27
ALAMO MACHETE-22 <b>Contract:</b> <b>Price Effective Date:</b>	\$ 65,333.00 X	1 =	\$ 65,333.00
<b>Equipment Total</b>			<b>\$ 123,075.27</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 123,075.27
Trade In	
SubTotal	<b>\$ 123,075.27</b>
Sales Tax - (7.00%)	\$ 8,615.27
Est. Service Agreement Tax	\$ 0.00
Total	\$ 131,690.54
Down Payment	(0.00)
Rental Applied	(0.00)

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

*Confidential*





Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

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**Prepared for:**

Angel Maldonado  
City of Greenville NC

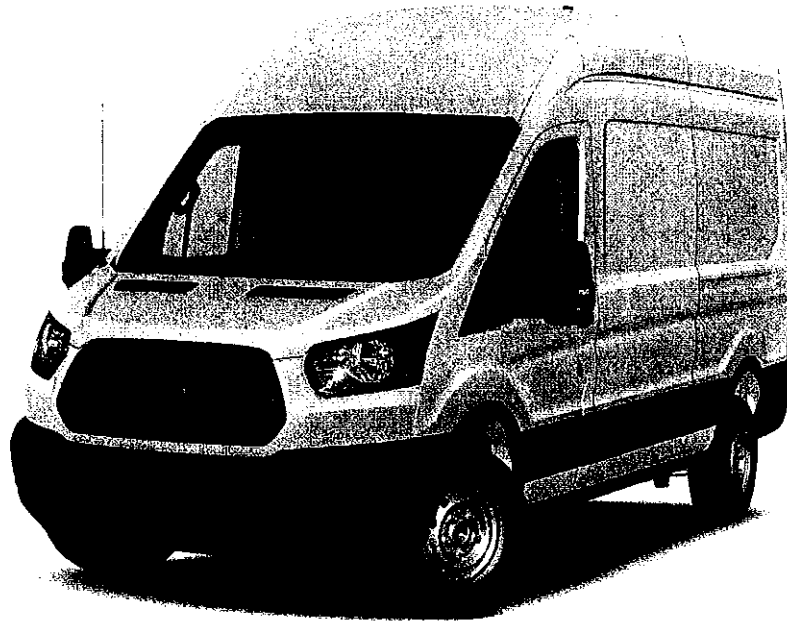
**Prepared by:**

Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 07/05/2018

**Vehicle:** 2018 Transit-350 Base  
Low Roof Cargo Van 147.6" WB

**Quote ID:** 0705201804





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2018 Transit-350, Low Roof Cargo Van**  
 Low Roof Cargo Van 147.6" WB Base(W2Z)  
 Price Level: 815 Quote ID: 0705201804

## Pricing - Single Vehicle

**MSRP**

*Vehicle Pricing* \$41,973.57

### *Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	
Fleet	Fleet Concession	-\$7,200.00
DISCOUNT	DEALER DISCOUNT	-\$3,958.44

**Total** **\$30,815.13**

\_\_\_\_\_  
 Customer Signature

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

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, City of Greenville NC  
 By: Jeffrey Williams Date: 07/05/2018



Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

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**Prepared for:**

Angel Maldonado  
City of Greenville NC

**Prepared by:**

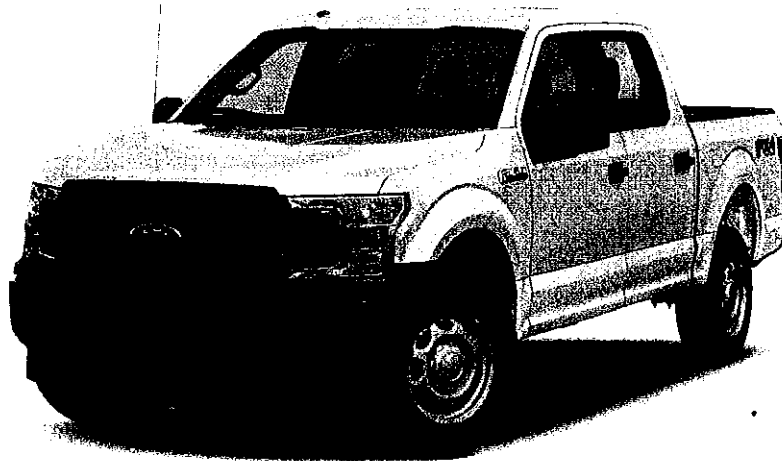
Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 07/05/2018

**Vehicle:** 2018 F-150 XL

4x4 SuperCrew Cab Styleside 6.5' box 157"  
WB

**Quote ID:** 0705201802





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2018 F-150, SuperCrew Cab Styleside**  
 4x4 SuperCrew Cab Styleside 6.5' box 157" WB  
 XL(W1E)  
 Price Level: 815 Quote ID: 0705201802

## Pricing - Single Vehicle

**MSRP**

*Vehicle Pricing* \$44,105.00

### *Pre-Tax Adjustments*

Code	Description	
Fleet	Fleet Concession	-\$7,800.00
DISCOUNT	DEALER DISCOUNT	-\$2,208.04

**Total** **\$34,096.96**

\_\_\_\_\_  
 Customer Signature

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

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, City of Greenville NC  
 By: Jeffrey Williams Date: 07/05/2018



Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

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**Prepared for:**

Angel Maldonado  
City of Greenville NC

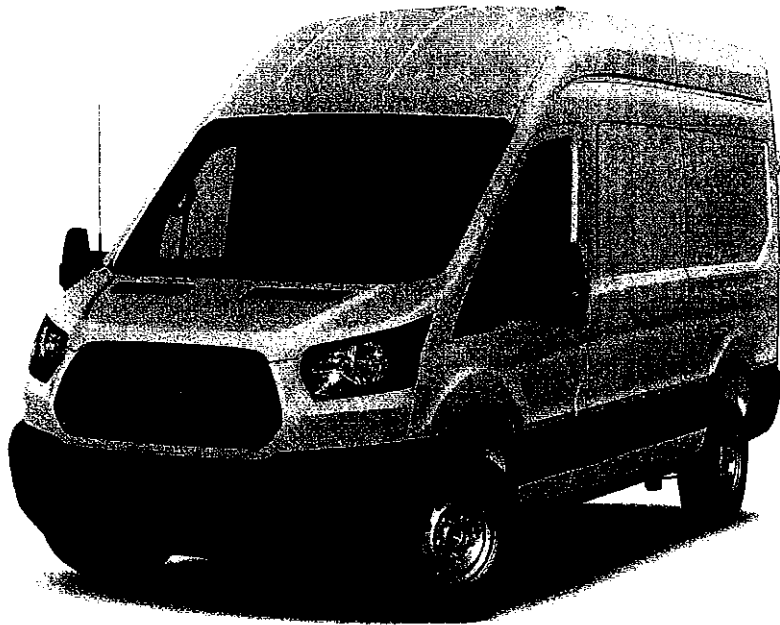
**Prepared by:**

Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevillford.com](mailto:jwilliams@ashevillford.com)

**Date:** 07/05/2018

**Vehicle:** 2018 Transit-350 Base  
Low Roof Cargo Van 147.6" WB

**Quote ID:** 0705201804





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2018 Transit-350, Low Roof Cargo Van**  
 Low Roof Cargo Van 147.6" WB Base(W2Z)  
 Price Level: 815 Quote ID: 0705201804

## Pricing - Single Vehicle

**MSRP**

Vehicle Pricing \$41,973.57

### Pre-Tax Adjustments

Code	Description	
Fleet	Fleet Concession	-\$7,200.00
DISCOUNT	DEALER DISCOUNT	-\$3,958.44

**Total \$30,815.13**

Customer Signature

Acceptance Date

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Prepared for: Angel Maldonado, City of Greenville NC  
 By: Jeffrey Williams Date: 07/05/2018



Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

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**Prepared for:**

Angel Maldonado  
Greenville NC

**Prepared by:**

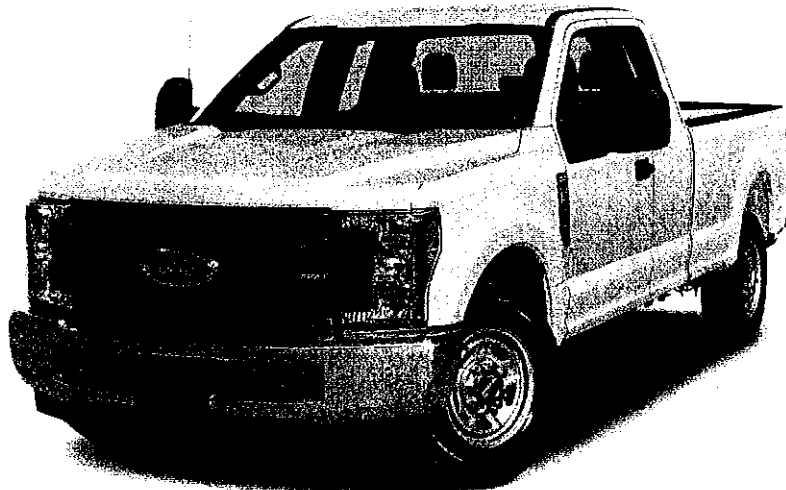
Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 07/12/2018

**Vehicle:** 2019 F-250 XL

4x4 SD Super Cab 6.75' box 148" WB SRW

**Quote ID:** 0712201811





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

2019 F-250, SD Super Cab  
 4x4 SD Super Cab 6.75' box 148" WB SRW  
 XL(X2B)  
 Price Level: 915 Quote ID: 0712201811

## Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$43,310.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
Fleet	Fleet Concession	-\$8,890.00
DISCOUNT	DEALER DISCOUNT	-\$4,501.20
<hr/>		
<b>Total</b>		<b>\$29,918.80</b>

\_\_\_\_\_  
 Customer Signature

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

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, Greenville, NC  
 By: Jeffrey Williams Date: 07/12/2018





Quote Id: 17801840

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

East Coast Equipment, LLC  
2112 Central Park Drive  
Winterville, NC 28590  
252-355-4818  
winterville@eastcoastequip.com

Prepared For:

**City Of Greenville**



Proposal For:

**Delivering Dealer:**

Stephen Giorgi

East Coast Equipment, LLC  
2112 Central Park Drive  
Winterville, NC 28590

winterville@eastcoastequip.com

**Quote Prepared By:**

Stephen Giorgi

sgiorgi@eastcoastequip.com

Date: 13 July 2018

Offer Expires: 13 August 2018

*Confidential*



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

East Coast Equipment, LLC  
2112 Central Park Drive  
Winterville, NC 28590  
252-355-4818  
winterville@eastcoastequip.com

**Quote Summary**

**Prepared For:**

City Of Greenville  
Angel Maldonado  
1500 Beatty St  
Greenville, NC 27834  
Business: 252-329-4664  
Mobile: 252-258-9639  
amaldonado@greenvillenc.gov

**Delivering Dealer:**

**East Coast Equipment, LLC**  
Stephen Giorgi  
2112 Central Park Drive  
Winterville, NC 28590  
Phone: 252-355-4818  
sggiorgi@eastcoastequip.com

**Quote ID:** 17801840  
**Created On:** 13 July 2018  
**Last Modified On:** 13 July 2018  
**Expiration Date:** 13 August 2018

**Equipment Summary**

	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE Z930M ZTrak	\$ 7,851.75 X	1 =	\$ 7,851.75

**Contract:** NC Grounds Maintenance Equip 515B (PG 2Y CG 22)  
**Price Effective Date:** November 1, 2017

COOL TOPS Canopy with Fan-Open Market Item	\$ 729.00 X	1 =	\$ 729.00
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**Contract:**  
**Price Effective Date:**

**Equipment Total** **\$ 8,580.75**

\* Includes Fees and Non-contract items

**Quote Summary**

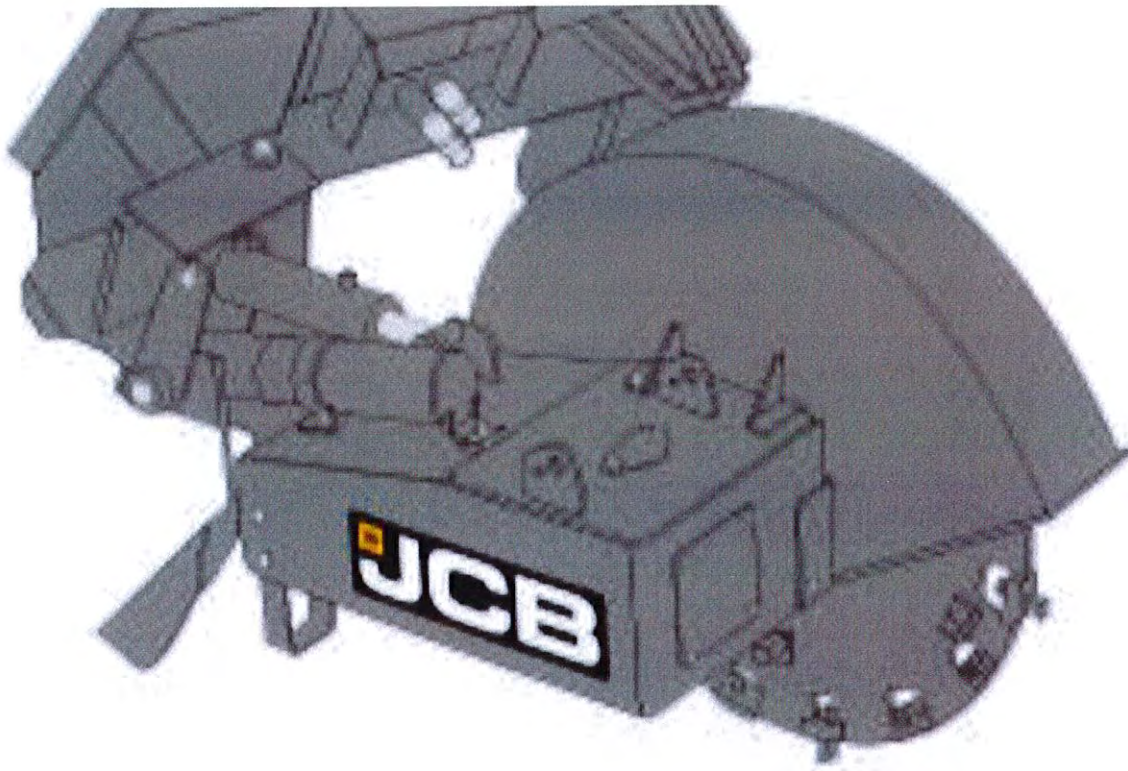
Equipment Total	\$ 8,580.75
Trade In	
SubTotal	<b>\$ 8,580.75</b>
Sales Tax - (7.00%)	\$ 600.65
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 9,181.40</b>
Down Payment	(0.00)
Rental Applied	(0.00)

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

*Confidential*





# STUMP GRINDER

- **Used with additional guarding and the Multi-function Control that gives increased driver comfort and safety.**
- **Q/Hitch configuration maximizes changeover time, gives improved productivity and improves operator safety.**
- **60° of swing allows greater coverage in a single pass for quicker stump removal.**

# Ultramedic

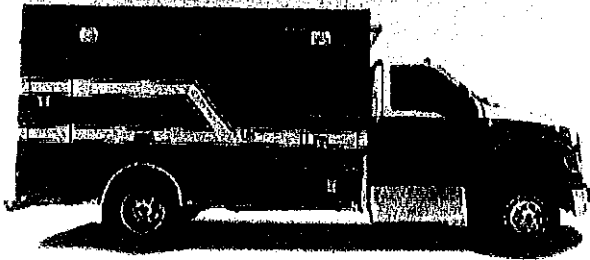
by



**Road Rescue**

*In Service for Life*

*The Ultramedic is  
the flagship in the  
Road Rescue line*



*Road Rescue pioneers new features that allow emergency personnel to provide effective patient care in a safe, secure environment. When you choose Road Rescue, you know you're getting the safest, most innovative ambulances in the industry with features designed to provide a secure environment for patient care and occupant safety.*

## Standard Features

**Hidden Hinges** - Exclusive design protects hinges from environmental conditions and provides a clean, streamlined appearance.

**Wall-Panel Construction** - Formed .125" aluminum utilizing pan formed, single sheet front, rear and side wall design principles enhances a robust modular structure.

**Roof Radius** - The perimeter of the roof is framed with a radius extrusion with triple-wall webbing for long-term strength and structural integrity.

Road Rescue is an  
ISO 9001:2008 Certified Company



www.RoadRescue.com

City of Greenville  
1500 Beatty Street  
Greenville, NC 27834

Tuesday June 12, 2018

Atlantic Emergency Solutions, the North Carolina dealer for Road Rescue Emergency Vehicles, is pleased to present you with pricing regarding your request for 2018 Ford E450 Ultramedic, Ambulance(s).

The prices to customize and manufacture the truck matching your specifications are as follows:

**Total cost for (1) unit: \$282,726**  
**Total cost for (2) units: \$550,945 --- \$275,472 price per unit**  
**Total cost for (3) units: \$817,582 --- \$272,527 price per unit**

The price includes the following:

2018 Ford E450 GPC Discount of \$6,607 per unit. Discount will change for a 2019 Chassis.

**Equipment**

*Stryker Power Pro XT with Customer specified option*

*NO SMOKE direct source capture diesel exhaust removal system, installed in Greenville, NC*

Item #	Description
C-MM-218	Havis - DEVMT,MNTR,ADPTR,PAN-600
PKG-KB-106	Havis - PKG,KYBRD,IKEY,IP67
C-MD-302	Havis - PKG,ACTADP,HDM,SLIDE,TS,SP
C-HDM-134	Havis - BASE,VMT,HDM,FXADP,PLT,1H
DS-PAN-701	Havis - DEVMT,DOCKST,PAN,FM-G1
CFA5713AM	Panasonic AC Adapter
44450	Streamlight - Fire Vulcan LED Standard System - - 120V/100V AC AC/12V DC quick release shoulder strap & charging rack - Orange
FA868A100	Ferno - Zoll X Mount, Swivel, Base Only
FA868A151	Ferno - Zoll X Mount, Swivel, Adapter Only
X3214022200402	AP75 SCBA 4500psi w/QD Hose, SEMS, CGA
804721-01	4500psi 30min 15 year Carbon CGA Cylinder
201215-28	AV3000HT 4 Strap Facepiece Med w/RT BRKT



EMS Equipment for New Trucks  
To replace EMS Veh# 8094 & 7078

Equipment Description	Costs	Method of Purchase
1-Motorola dual-head radio	\$ 5,789.67	NC State Contract
Defibrillator	\$ 30,953.00	NC State Contract
	\$ 36,742.67	

10 - 11



July 2, 2018

To: City of Greenville

From: Rod Mitchell

The 2019 9C1 PPV 4WD Tahoe with your specifications from 2017 NC state contract #201601389 will be **\$36,108.18**. Option included

6J7 FLASHERS, HEAD AND TAIL LAMPS - \$465.30

6J3 WIRING FOR GRILLE LAMPS & SPEAKERS - \$86.48

WX7 WIRING FOR AUXILIARY SPEAKERS - \$56.40

6J4 WIRING FOR HORN & SIREN CIRCUIT - \$38.54

AMF 6 ADDITIONAL REMOTES NOT PROGRAMMED - \$70.50

Q5U ALUMINUM WHEELS ON 5W4 4X4 ONLY - \$564.00



(2) 2018 Chevy Tahoe

Replaces 6672, 6621

Quantity	Manufacturer	Description	Part #	Placement	Price Each	Total
4	Whelen	ION Split light LED Red	WHE-IONR	grille	\$ 59.00	\$ 236.00
2	Whelen	500 Series V Light Red	WHE-5V3R	front fender	\$ 188.00	\$ 376.00
2	Whelen	500 Series Grommet	WHE-5GROMMET	front fender	\$ 6.00	\$ 12.00
1	Whelen	Wig Wag Module		headlights	\$ -	
4	Whelen	ION Split light LED Red	WHE-IONR	2 each side rear cargo	\$ 59.00	\$ 236.00
4	Whelen	Pedestal mount kit Black	WHE-IONPEDB	2 each side rear cargo	\$ 33.00	\$ 132.00
2	Whelen	ION Split light LED Red	WHE-IONR	1 each side b-pillar	\$ 59.00	\$ 118.00
2	Whelen	Pedestal mount kit Black	WHE-IONPEDB	1 each side b-pillar	\$ 33.00	\$ 66.00
2	Whelen	ION Split light LED Red	WHE-IONR	interior rear tailgate	\$ 59.00	\$ 118.00
2	Whelen	ION Grommet	WHE-GROMM	interior rear tailgate	\$ 6.00	\$ 12.00
1	Whelen	Mounting bracket for Inner Edge	IE45UR8	rear interior	\$ 282.00	\$ 282.00
1	Whelen	Inner Edge XLP all Red	IDTRAY8	rear interior	\$ 529.00	\$ 529.00
1	Whelen	Strip Light LED	PSCOCDCR	interior rear tailgate	\$ 86.00	\$ 86.00
2	Whelen	V Series Red	WHE-IONV1R	license plate holder	\$ 160.00	\$ 320.00
1	Whelen	License plate bracket	WHE-IONBKT1	license plate holder	\$ 20.00	\$ 20.00
2	Whelen	Tracer All Red	WHE-TCRH55		\$ 442.00	\$ 884.00
6	Whelen	Bracket	WHE-		\$ 30.00	\$ 180.00
2	Whelen	Speaker 100 watt	WHE-SA315P		\$ 130.00	\$ 260.00
2	Whelen	SA315 Mount Kit	WHE-SAK1		\$ 25.00	\$ 50.00
1	Whelen	Siren Amplifier	WHE-2955LSA6		\$ 300.00	\$ 300.00
1	Whelen	Liberty II Solo Series WC Series lightbar	WHE-IX2RRRR	cab	\$ 2,000.00	\$ 2,000.00
		54" all Red in front and rear w/ built in Opticom take downs and alleys, traffic advisory			\$ -	\$ -
1	Whelen	Adjustable Level Feet for 2018 Tahoe	MKAJ93	cab	\$ -	
1	Havis Shield	Console 23"	HAV-C-VS-1013-TAH-1	(2018 Chevy Tahoe)	\$ 244.36	244.36
		include equipment bracket for Radio (XTL2500) (2.5)	HAV-C-EB25-MMT			
		40-WS2-1P for A6/mpc01 2955LSA6 (4)	HAV-C-EB40-WS2-1P			
		(1) filler plate (5")	C-FP-5			
		(1) filler plate (1")	C-FP-1			
1	Havis Shield	Tunnel Mount	HAV-C-TMW-GMC-03		\$ 150.00	150
2	Havis Shield	Armrest w/ 19.5 FP	HAV-ARM-102		\$ 40.00	80
1	Havis Shield	Dual Cupholder 4"	HAV-C-CUP2-I		\$ 31.00	31.00
1	Havis Shield	3 Lighter Plug w/ 1 switch cut out	C-LP3-PS1		\$ 50.00	50.00

Replaces 6672, 6621

(2) 2018 Chevy Tahoe

Quantity	Manufacturer	Description	Part #	Placement	Price Each	Total
1	Havis Shield	Dual USB charger Module	C-USB-1		\$ 83.00	\$ 83.00
1	ProGard	Push Bar	PRG-PB57T11ION4R		\$ 700.00	\$ 700.00
1	SHO-ME	Three Function Siren Box	30.2109		\$ 274.00	\$ 274.00
1	Magnetic Mic	Magnetic Mic Conversion Kit	MAGMIC		\$ 35.00	\$ 35.00
1	Havis Shield	Mic Clip Bracket	HAV-C-MCB	right console	\$ 11.00	\$ 11.00
1	Decals	Decals	Decals		\$ 2,035.00	\$ 2,035.00
1	DMV	License plate			\$ 1,200.00	\$ 1,200.00
						<b>\$ 11,110.36</b>



Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

---

**Prepared for:**

Angel Maldonado  
City of Greenville NC

**Prepared by:**

Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 07/05/2018

**Vehicle:** 2018 F-150 Police Responder XL  
4x4

**Quote ID:** 0705201808





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

2018 F-150 Police Responder, Crew Cab  
 4x4 XL(W1P)  
 Price Level: 820 Quote ID: 0705201808

## Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$46,990.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
Fleet	Fleet Concession	-\$5,000.00
DISCOUNT	DEALER DISCOUNT	-\$4,801.17
<b>Total</b>		<b>\$37,188.83</b>

\_\_\_\_\_  
 Customer Signature

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

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, City of Greenville NC  
 By: Jeffrey Williams Date: 07/05/2018

(1) 2018 Ford F150 Pursuit

Replaces 6065

Quantity	Manufacturer	Description	Part #	Placement	Price Each	Total
4	Whelen	ION Split light LED Red	WHE-IONR	grille	\$ 59.00	\$ 236.00
1	Whelen	Wig Wag Module		headlights	\$ -	
2	Whelen	500 Series V Light Red	WHE-SV3R	front fender	\$ 188.00	\$ 376.00
2	Whelen	500 Series Grommet	WHE-5GROMMET	front fender	\$ 6.00	\$ 12.00
2	Whelen	ION Split light LED Red	WHE-IONR	1 each side b-pillar	\$ 59.00	\$ 118.00
2	Whelen	Pedestal mount kit Black	WHE-IONPEDB	1 each side b-pillar	\$ 33.00	\$ 66.00
2	Whelen	V Series Red	WHE-IONV1R	license plate holder	\$ 160.00	\$ 320.00
1	Whelen	License plate bracket	WHE-IONBKT1	license plate holder	\$ 20.00	\$ 20.00
2	Whelen	Tracer All Red	WHE-TCRH55		\$ 442.00	\$ 884.00
6	Whelen	Bracket	WHE-TCRB47		\$ 30.00	\$ 180.00
2	Whelen	Speaker 100 watt	WHE-SA315P		\$ 130.00	\$ 260.00
2	Whelen	SA315 Mount Kit	WHE-SAK1		\$ 25.00	\$ 50.00
1	Whelen	Siren Amplifier	WHE-295SLSA6		\$ 300.00	\$ 300.00
1	Whelen	Lens Kit for Light Bar		cab	\$ 500.00	\$ 500.00
1	Whelen	Adjustable Level Feet for 2018 Ford F150		cab	\$ 175.00	\$ 175.00
1	Havis Shield	Console 30 10 High	HAV-C-3010		\$ 373.00	\$ 373.00
		include equipment bracket for Radio (XTL2500) (2.5)	HAV-C-EB25-MMT		\$ -	\$ -
		40-WS2-1P for A6/mpc01.295SLSA6 (4)	HAV-C-EB40-WS2-1P		\$ -	\$ -
		filler plate (5)	C-FP-5		\$ -	\$ -
		filler plate (2.5)	C-FP-25		\$ -	\$ -
		filler plate (1)	C-FP-1		\$ -	\$ -
1	Havis Shield	Tunnel Mount	HAV-C-TMW-F150		\$ 94.00	\$ 94.00
1	Havis Shield	Mounting Brackets	HAV-C-M-5		\$ -	\$ -
1	Havis Shield	Combination Box w/ arm rest & 3 outlet plugs	HAV-C-AP-0695-L		\$ 142.00	\$ 142.00
1	Havis Shield	Dual Cupholder 4"	HAV-C-CUP2-I		\$ 31.00	\$ 31.00
2	Havis Shield	Armrest w/ 19.5 FP	HAV-ARM-102		\$ 40.00	\$ 80.00
1	Havis Shield	3 Lighter Plug w/ 1 switch cut out	C-LP3-PS1		\$ 50.00	\$ 50.00
1	Havis Shield	Dual USB charger Module	C-USB-1		\$ 83.00	\$ 83.00
1	ProGard	Push Bar	PRG-PB57T11ION4R		\$ 700.00	\$ 700.00
1	SHO-ME	Three Function Siren Box	30.2109		\$ 273.56	\$ 273.56
1	Magnetic Mic	Magnetic Mic Conversion Kit	MAGMIC		\$ 35.00	\$ 35.00
1	Havis Shield	Mic Clip Bracket	HAV-C-MCB	right console	\$ 11.00	\$ 11.00
1	Decals	Decals	Decals		\$ 2,800.00	\$ 2,800.00

(1) 2018 Ford F150 Pursuit

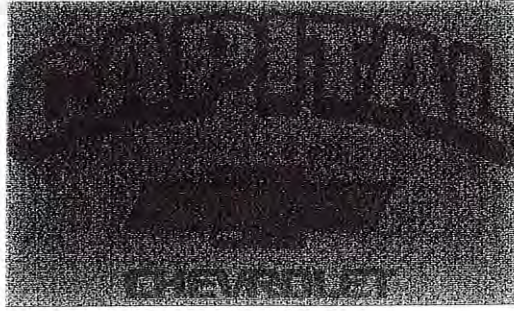
Replaces 6065

Quantity	Manufacturer	Description	Part #	Placement	Price Each	Total
1	DMV	License plate			\$ 1,200.00	\$ 1,200.00
						\$ 9,369.56









July 2, 2018

To: City of Greenville

From: Rod Mitchell

The 2019 9C1 PPV 4WD Tahoe with your specifications from 2017 NC state contract #201601389 will be \$36,568.78. Option included

6J7 FLASHERS, HEAD AND TAIL LAMPS - \$465.30

7X6 LEFT HAND SPOT LIGHT - \$460.60

6J3 WIRING FOR GRILLE LAMPS & SPEAKERS - \$86.48

WX7 WIRING FOR AUXILIARY SPEAKERS - \$56.40

6J4 WIRING FOR HORN & SIREN CIRCUIT - \$38.54

AMF 6 ADDITIONAL REMOTES NOT PROGRAMMED - \$70.50

Q5U ALUMINUM WHEELS ON 5W4 4X4 ONLY - \$564.00

(1) 2018 Chevy Tahoe Police 4X4 Non-Patrol Package 5

Replaces 7060

Quantity	Manufacturer Description	Part #	Placement	Price Each	Total
1	Whelen Inner Edge XLP all Blue	WHE-IX45UF6P	front passenger side	\$ 282.00	\$ 282.00
1	Whelen Undervisor mounting bracket for Inner Edge ?		front passenger side	\$ -	\$ -
4	Whelen ION light LED Blue	WHE-ION	grille	\$ 59.00	\$ 236.00
4	Whelen ION light LED Blue	WHE-ION	2 each side rear cargo	\$ 59.00	\$ 236.00
4	Whelen Pedestal mount kit Black	WHE-IONPEDB	2 each side rear cargo	\$ 33.00	\$ 132.00
2	Whelen ION light LED Blue	WHE-ION	1 each side b-pillar	\$ 59.00	\$ 118.00
2	Whelen V Series Blue	WHE-IONV1B	license plate holder	\$ 119.00	\$ 238.00
1	Whelen License plate bracket	WHE-IONBKT1	license plate holder	\$ 15.00	\$ 15.00
1	Whelen Rear Inner Edge Blue ABBB BBBA w/traffic ad	WHE-IE45UR8	rear interior	\$ 529.00	\$ 529.00
1	Whelen Rear Inner Edge mounting bracket	WHE-???		\$ -	\$ -
1	Whelen Speaker 100 watt	WHE-SA315P		\$ 104.00	\$ 104.00
1	Whelen SA315 Mount Kit	WHE-SAK50		\$ -	\$ -
1	Whelen Siren Amplifier	WHE-295SLSA6		\$ 250.00	\$ 250.00
2	Whelen Tracer All Blue	WHE-TCRHS5		\$ 442.00	\$ 884.00
2	Whelen Bracket	WHE-TCRB45		\$ 25.00	\$ 50.00
1	Havis Shield Mic Clip Bracket	HAV-C-MCB	right console	\$ 8.00	\$ 8.00
1	Havis Shield Console 23"	HAV-C-VS-1013-TAH-1	(2018 Chevy Tahoe)	\$ 245.00	\$ 245.00
	include equipment bracket for Radio (XTL250	HAV-C-EB25-MMT			
	40-WS2-1P for A6/mpc01 295SLSA6 (4)	HAV-C-EB40-WS2-1P			
	(1) filler plate (5")	C-FP-5			
	(1) filler plate (1")	C-FP-1			
1	Havis Shield Tunnel Mount	HAV-C-TMW-GMC-03		\$ -	\$ -
2	Havis Shield Arm Rest	HAV-ARM-102		\$ 40.00	\$ 80.00
1	Havis Shield K9 Transport PPV 2018 Tahoe	HAV-C23-2		\$ 2,800.00	\$ 2,800.00
1	Havis Shield Fan Heat Alarm	HAV-K9-301		\$ 470.00	\$ 470.00
1	Havis Shield Hot-N-Pop Unit	HAV-K9-201		\$ 2,500.00	\$ 2,500.00
1	Havis Shield K9 Transport Long Range Remote Unit	HAV-K9-A-303		\$ 620.00	\$ 620.00
1	Truck Vault 2 Drawer Cargo Box top drawer w/ Kaba Sim	FDEXRN2-11N-TR-Z3		\$ -	\$ -
1	Magnetic Mic				
	Magnetic Mic Conversion Kit	MAGMIC		\$ 25.00	\$ 25.00
1	Signs Now Decals			\$ 1,200.00	\$ 1,200.00
1	DMV License plate			\$ 1,200.00	\$ 1,200.00
					\$ 12,222.00





July 2, 2018

To: City of Greenville

From: Rod Mitchell

The 2019 9C1 PPV 4WD Tahoe with your specifications from 2017 NC state contract #201601389 will be \$36,108.18. Option included

6J7 FLASHERS, HEAD AND TAIL LAMPS - \$465.30

6J3 WIRING FOR GRILLE LAMPS & SPEAKERS - \$86.48

WX7 WIRING FOR AUXILIARY SPEAKERS - \$56.40

6J4 WIRING FOR HORN & SIREN CIRCUIT - \$38.54

AMF 6 ADDITIONAL REMOTES NOT PROGRAMMED - \$70.50

Q5U ALUMINUM WHEELS ON 5W4 4X4 ONLY - \$564.00

replaces 6953

(1) 2018 Chevy Tahoe Police 4X4 Non-Patrol Package 5

Quantity	Manufacturer Description	Part #	Placement	Price Each	Total
1	Whelen Inner Edge XLP all Blue	WHE-IX45UF6P	front passenger side	\$ 282.00	\$ 282.00
1	Whelen Undervisor mounting bracket for Inner Edge	?	front passenger side	\$ -	\$ -
4	Whelen ION light LED Blue	WHE-ION	grille	\$ 59.00	\$ 236.00
4	Whelen ION light LED Blue	WHE-ION	2 each side rear cargo	\$ 59.00	\$ 236.00
4	Whelen Pedestal mount kit Black	WHE-IONPEDB	2 each side rear cargo	\$ 33.00	\$ 132.00
2	Whelen ION light LED Blue	WHE-ION	1 each side b-pillar	\$ 59.00	\$ 118.00
2	Whelen V Series Blue	WHE-IONV1B	license plate holder	\$ 119.00	\$ 238.00
1	Whelen License plate bracket	WHE-IONBKT1	license plate holder	\$ 15.00	\$ 15.00
1	Whelen Rear Inner Edge Blue ABBB BBBA w/traffic ad	WHE-IE45UR8	rear interior	\$ 529.00	\$ 529.00
1	Whelen Rear Inner Edge mounting bracket	WHE-????		\$ -	\$ -
1	Whelen Rear Inner Edge mounting bracket	WHE-SA315P		\$ 104.00	\$ 104.00
1	Whelen Speaker 100 watt	WHE-SAK50		\$ 50.00	\$ 50.00
1	Whelen SA315 Mount Kit	WHE-295SLSA6		\$ 250.00	\$ 250.00
1	Whelen Siren Amplifier	WHE-TCRHS5		\$ 442.00	\$ 884.00
2	Whelen Tracer All Blue	WHE-TCRB45		\$ 25.00	\$ 50.00
2	Whelen Bracket	HAV-C-MCB	right console	\$ 8.00	\$ 8.00
1	Havis Shield Mic Clip Bracket	HAV-C-VS-1013-TAH-1	right console	\$ 245.00	\$ 245.00
1	Havis Shield Console 23"	HAV-C-EB25-MMT			
	include equipment bracket for Radio (XTL250)				
	40-WS2-1P for A6/mpc01 295SLSA6 (4)				
	(1) filler plate (5")	C-FP-5			
	(1) filler plate (1")	C-FP-1			
1	Havis Shield Tunnel Mount	HAV-C-TMW-GMC-03		\$ -	\$ -
2	Havis Shield Arm Rest	HAV-ARM-102		\$ 40.00	\$ 80.00
1	Truck Vault 2 Drawer Cargo Box top drawer w/ Kaba Sim	FDEXRN2-11N-TR-Z3		\$ -	\$ -
1	Magnetic Mic Magnetic Mic Conversion Kit	MAGMIC		\$ 25.00	\$ 25.00
1	DMV License plate			\$ 1,200.00	\$ 1,200.00
					\$ 4,682.00

19-83



Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

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**Prepared for:**

Angel Maldonado  
Greenville NC

**Prepared by:**

Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 07/11/2018

**Vehicle:** 2019 Police Interceptor Utility Base  
AWD

**Quote ID:** 0711201805





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

2019 Police Interceptor Utility, Sport  
**Utility**  
 AWD Base(K8A)  
 Price Level: 915 Quote ID: 0711201805

## Pricing - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		\$43,840.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
Fleet	Fleet Concession	-\$3,421.00
DISCOUNT	DEALER DISCOUNT	-\$3,646.82
<hr/>		
<b>Total</b>		<b>\$36,772.18</b>

\_\_\_\_\_  
 Customer Signature

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

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, Greenville NC  
 By: Jeffrey Williams Date: 07/11/2018

(5) 2018 Ford Interceptor SUV - Patrol Package 1

Replaces 6601, 6890, 7058, 8313, 10056

Quantity	Manufacturer Description	Part #	Placement	Price Each	Total
4	Whelen ION Split light LED Blue	WHE-ION	grille	\$ 59.00	\$ 236.00
4	Whelen ION Split light LED Blue	WHE-ION	2 each side rear cargo	\$ 59.00	\$ 236.00
4	Whelen Pedestal mount kit Black	WHE-IONPEDB	2 each side rear cargo	\$ 33.00	\$ 132.00
2	Whelen Micron Blue	WHE-MCRNSB	interior cargo	\$ 58.00	\$ 116.00
2	Whelen Round split red/white compartment light 3"	WHE-3SRCCDCR	interior cargo	\$ 38.00	\$ 76.00
2	Whelen V Series Blue	WHE-IONV1B	license plate holder	\$ 119.00	\$ 238.00
1	Whelen License plate bracket	WHE-IONBKT1	license plate holder	\$ 15.00	\$ 15.00
1	Whelen Inner Edge XLP all Blue	WHE-IX34UFX	front passenger side	\$ 282.00	\$ 282.00
1	Whelen Undervisor mounting bracket	?	front passenger side	\$ -	\$ -
1	Whelen Inner Edge RTX ABBB BBBA w/ traffic advisory	WHE-ISTRAY8	rear cargo	\$ 529.00	\$ 529.00
1	Whelen mounting bracket for upper rear cargo	WHE-IE34UR8	rear cargo	\$ -	\$ -
2	Whelen ION Split light LED Blue	WHE-ION	1 each side b-pillar	\$ 59.00	\$ 118.00
1	Whelen Speaker 100 watt	WHE-SA315P		\$ 104.00	\$ 104.00
1	Whelen SA315 Mount Kit	WHE-SAK44		\$ 15.00	\$ 15.00
1	Whelen Siren Amplifier	WHE-295SLSA6		\$ 250.00	\$ 250.00
2	Whelen Tracer All Blue	WHE-TCRHSS		\$ 442.00	\$ 884.00
6	Whelen Bracket	WHE-TCRLBKT		\$ 5.00	\$ 30.00
1	Havis Shield Console 21"	HAV-C-VS-1308-INUT		\$ 235.00	\$ 235.00
	include equipment bracket for Radio (XTL2500) (2.5)	HAV-C-EB25-MMT			
	40-WS2-1P for A6/mpc01 295SLSA6 (4)	HAV-C-EB40-WS2-1P			
	(1) filler plate (5")	C-FP-5			
	(1) filler plate (1 1/2")	C-FP-15			
	(1) filler plate (1/2")	C-FP-05			
1	Havis Shield Dual Cupholder 4"	HAV-C-CUP2-I		\$ 24.00	\$ 24.00
1	Havis Shield Adjustable Arm Rest	HAV-C-ARM-103		\$ 67.00	\$ 67.00
1	Havis Shield 3 Lighter Plug w/ 1 switch cut out	C-LP3-PS		\$ 29.00	
1	Havis Shield Dual USB charger Module	C-USB-1		\$ 33.00	
1	Havis Shield Printer Mount	HAV-C-PM-101		\$ 60.00	\$ 60.00
1	Havis Shield Mic Clip Bracket	HAV-C-MCB	right console	\$ 8.00	
1	Magnetic Mic Magnetic Mic Conversion Kit	MAGMIC		\$ 25.00	\$ 25.00
1	Setina Prisoner Transport Partition	SET-10VS-XL-C-INTSUV		\$ 545.00	\$ 545.00
	Recessed panel partition w/horizontal sliding windows				
	#10VS 10XL recessed panel coated polycarbonate				
1	Setina Rear Poly Partition	SET-12VS-P-INTSUV		\$ 300.00	



(5) 2018 Ford Interceptor SUV - Patrol Package 1

Replaces 6601, 6890, 7058, 8313, 10056

Quantity	Manufacturer Description	Part #	Placement	Price Each	Total
1	Setina PC Lower Extension Panels	Included (SET-PK1130ITU12)		\$ -	\$ -
1	Setina Full Rear Transport Seat TPO Plastic to include center pull seat belt	SET-QK0634ITU12		\$ 800.00	\$ 800.00
1	Setina Window barrier S polycarbonate tinted	WK0595ITU12T		\$ 167.00	\$ 167.00
1	Blue Line Safe Greenville Drawer/2Drawer PI Utility Box, Specs: 4" & 12" drawers simple locks, foam drawer lining, spare tire access, storage basket, 250 lb sides			\$ 1,800.00	\$ 1,800.00
1	Setina Single Rifle T-Rail Mount w/partition mount & universal lock			\$ 209.00	\$ 209.00
1	Antenna				
1	Decals			\$ 1,200.00	\$ 1,200.00
1	DMV License plate			\$ 900.00	\$ 900.00
					<b>\$ 9,293.00</b>



Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

---

**Prepared for:**

Angel Maldonado  
City of Greenville NC

**Prepared by:**

Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 07/05/2018

**Vehicle:** 2018 F-150 Police Responder XL  
4x4

**Quote ID:** 0705201808





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2018 F-150 Police Responder, Crew Cab**

4x4 XL(W1P)  
 Price Level: 820 Quote ID: 0705201808

**Pricing - Single Vehicle**

		<b>MSRP</b>
<i>Vehicle Pricing</i>		\$46,990.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
Fleet	Fleet Concession	-\$5,000.00
DISCOUNT	DEALER DISCOUNT	-\$4,801.17
<b>Total</b>		<b>\$37,188.83</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, City of Greenville NC  
 By: Jeffrey Williams Date: 07/05/2018

(1) 2018 Ford F150 4x2, Super Cab, 8' Long Bed - Animal Control white replaces 6890

Quantity	Manufacturer	Description	Part #	Placement	Price Each	Total
1	Whelen	Legacy Solo lightbar 54" all green w/ (1) GSPHOTO, (14) GSDLG, (1) GBTL (1) GBA	WHE-GS8P3G	cab	\$ 1,500.00	1,500.00
1	Whelen	Adjustable Foot & STPK94 2018 Ford F150			\$ -	
4	Whelen	ION Split light LED Green	WHE-ION	grille	\$ 59.00	\$ 236.00
4	Whelen	ION Split light LED Green	WHE-ION	top rear glass	\$ 59.00	\$ 236.00
2	Whelen	ION Split light LED Green	WHE-ION	B pillar	\$ 59.00	\$ 118.00
2	Whelen	Pedestal mount kit Black	WHE-IONPEDB	1 each side b-pillar	\$ 33.00	\$ 66.00
1	Havis Shield	Cupholder	HAV-C-CUP2-1		\$ 24.00	\$ 24.00
2	Havis Shield	Arm Rest	HAV-ARM-102		\$ 40.00	\$ 80.00
1	Havis Shield	Mic Clip Bracket	HAV-C-MCB	right console	\$ 8.00	\$ 8.00
1	Havis Shield	Console 24"	HAV-C-2410 (2018 Ford F150)		\$ 245.00	\$ 245.00
		include equipment bracket for Radio (XTL2500) (2.5)	HAV-C-EB25-MMT			
		40-WS2-1P for A6/mpc01 295SLSA6 (4)	HAV-C-EB40-WS2-1P			
		(1) filler plate (5")	C-FP-5			
		(1) filler plate (1")	C-FP-1			
1	Havis Shield	Tunnel Mount	HAV-C-TMW-24 (2018 Ford F150)		\$ 59.00	\$ 59.00
1	Magnetic Mic	Magnetic Mic Conversion Kit	MAGMIC	console	\$ 25.00	\$ 25.00
1	Signs Now	Decals			\$ 1,200.00	1,200.00
1	Leonards	Tool Box (silver)			\$ 300.00	300.00
1	Jackson Manufact	Dog Box w/ fan			\$ 1,300.00	1,300.00
1	Signs Now	Decals			\$ 1,200.00	1,200.00
1	DMV	License Plates			\$ 900.00	900.00
						<b>7,497.00</b>

**Gregory Poole  
Equipment Company**

**QUOTATION**



FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
919-828-0641

A division of Gregory Poole Equipment Company

PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260

**QUOTATION NUMBER Q104810-1**  
**QUOTATION DATE 7/12/2018**  
**VALID UNTIL 8/11/2018**

**BILL TO**  
City Of Greenville  
Accounts Payables  
Po Box 7207  
Greenville, NC 27835  
USA

**SHIP TO**  
City Of Greenville  
Accounts Payables  
Po Box 7207  
Greenville, NC 27835  
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
C005157	C005157	Washington Rental Store	Cat Rental Store	1 of 3
SALESMAN		TERMS		
Harry E. Main		Net Due Upon Receipt		
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

We are pleased to submit the following Quotation for your consideration.

1	Allmand NLV Series Light Tower, Manual Crank, Metal Halide Bulbs	8,700.00	8,700.00
	ADD \$1,052 for LED Lights		
	ADD \$585 for Electric Winch		
	NC Pitt County Tax		195.75
	North Carolina State Tax		413.25

<b>Quoted Sales Price *</b>	9,309.00
* Excludes applicable Fees	

By checking this box the Assignment Clause noted below applies. Make check payable to **Gregory Poole Exchange LLC**

By checking this box the Assignment Clause noted below does not apply.

**Assignment Clause:** Notice is hereby given that Gregory Poole Leasing LLC has assigned its rights under this Purchaser's order to **Gregory Poole Exchange LLC** to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

Purchaser warrants that any Trade-In Equipment is free and clear of all liens and encumbrances, except as described above, and that he/they are the sole owners. Purchaser has read the terms and conditions on the reverse of this document and acknowledge that this purchase from the seller is subject to the same terms and conditions.

(Sales Representative) \_\_\_\_\_ (Purchaser) \_\_\_\_\_

GPEC004-20150323





Asheville Ford Lincoln  
611 Brevard Rd., Asheville, North Carolina, 288062201  
Office: 828-253-2731  
Fax: 828-258-6012

## Customer Proposal

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**Prepared for:**

Angel Maldonado  
Greenville NC

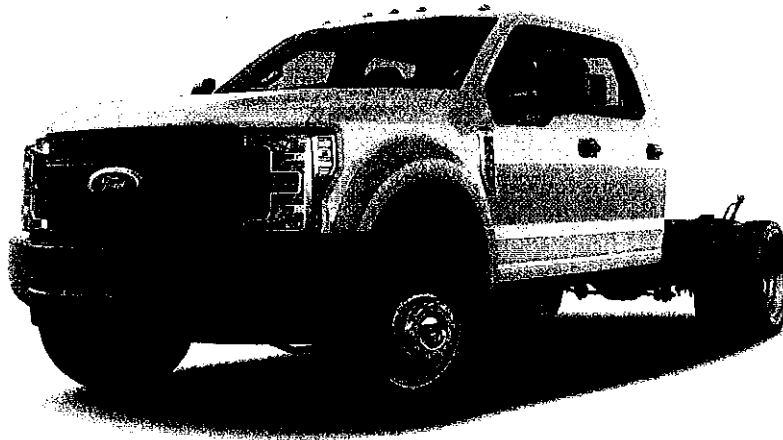
**Prepared by:**

Jeffrey Williams  
Office: 828-279-4933  
Email: [jwilliams@ashevilleford.com](mailto:jwilliams@ashevilleford.com)

**Date:** 07/10/2018

**Vehicle:** 2019 F-350 Chassis XL  
4x4 SD Crew Cab 179" WB DRW

**Quote ID:** 0710201806





Asheville Ford Lincoln  
 611 Brevard Rd., Asheville, North Carolina,  
 288062201  
 Office: 828-253-2731  
 Fax: 828-258-6012

**2019 F-350 Chassis, SD Crew Cab**  
 4x4 SD Crew Cab 179" WB DRW XL(W3H)  
 Price Level: 915 Quote ID: 0710201806

## Pricing - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		\$58,730.00
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
Fleet	Fleet Concession	-\$8,690.00
DISCOUNT	DEALER_DISCOUNT	-\$4,649.60
<hr/>		
<b>Total</b>		<b>\$45,390.40</b>

\_\_\_\_\_  
 Customer Signature

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

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Angel Maldonado, Greenville NC  
 By: Jeffrey Williams Date: 07/10/2018



Quote Provided By  
 MITCHELL TRACTOR & EQUIP. CO.  
 J.R. Boyd  
 301 N BRIDGE ST.  
 WASHINGTON, NC 27889  
 email: jr@mitchelltractor.com  
 phone: 2524028537

- Standard Features -

- Custom Options -



V Series RTV-X1100CW-T  
 \*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**  
 Model Kubota D1105  
 3 Cyl. 68.5 cu in  
 +24.8 Gross Eng HP  
 75 Amp Alternator

**KEY FEATURES**  
 Factory Cab w/ A/C, Heater,  
 Defroster  
 Fully opening roll-down door  
 windows  
 Digital Multi-meter  
 Speedometer  
 Pre-wired w/ speakers/antenna for  
 stereo  
 Front Independent Adjustable  
 Suspension  
 Rear Independent Adjustable  
 Suspension  
 Brakes - Front/Rear Wet Disc  
 Rear Brake Lights / Front  
 Headlights  
 2" Hitch Receiver, Front and Rear  
 Deluxe 60/40 split bench seats  
 with driver's side seat adjustment  
 Underseat Storage Compartments  
 Deluxe Front Guard  
 (regulator guard, bumper, and lens)

**TRANSMISSION**  
 VHT-X  
 Variable Hydro Transmission  
 Forward Speeds:  
 Low 0 - 15 mph  
 High 0 - 25 mph  
 Reverse 0 - 17 mph  
 Limited-slip Front Differential  
 Rear differential lock

**HYDRAULICS**  
 Hydrostatic Power Steering  
 with manual tilt-feature  
 Hydraulic Cargo Dump  
 Hydraulic Oil Cooler

**FLUID CAPACITY**  
 Fuel Tank 7.9 gal  
 Cooling 8.3 qts  
 Engine Oil 4.3 qts  
 Transmission Oil 1.8 gal  
 Brake Fluid 0.4 qts

**CARGO BOX**  
 Width 57.7in  
 Length 40.5 in  
 Depth 11.2 in  
 Load Capacity 1102 lbs  
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

**SAFETY EQUIPMENT**  
 SAE J28184 & OSHA 1928 ROPS  
 Horn  
 Dash-mounted Parking Brake  
 Spark Arrestor Muffler  
 Retractable 2-point Seat Belts

**DIMENSIONS**  
 Width 63.2 in  
 Height 79.5 in  
 Length 120.3 in  
 Wheelbase 80.5 in  
 Tow Capacity 1300 lbs  
 Ground Clearance 10.4 in  
 Suspension Travel 8 in  
 Turning Radius 13.1 ft

Factory Spray-on Bedliner  
 "L" Models Only  
  
 Bright Alloy Wheels (Silver-  
 painted)  
 Silver-painted with machined  
 surface  
 "S" Models only

**TIRES AND WHEELS**  
 Turf Tire 25 x 12 - 12, 4 ply

RTV-X1100CW-T Base Price:	\$20,884.00
(1) STROBE LIGHT MOUNT KIT	\$160.00
77700-VC5058-STROBE LIGHT MOUNT KIT	
<b>Configured Price:</b>	<del>\$21,044.00</del>
NJPA Discount:	(\$ 629.68)
<b>SUBTOTAL:</b>	<u>\$16,414.32</u>
Dealer Assembly	\$65.00
Freight Cost:	\$705.00
PDI:	\$400.00
sprayed in bed liner top and bottom	\$450.00
sales tax	\$1,218.67

Total Unit Price: \$19,272.99  
 Quantity Ordered: 1  
 Final Sales Price: **\$19,272.99**

Purchase Order Must Reflect  
 the Final Sales Price

To order, place your Purchase Order directly with the quoting  
 dealer

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



City of Greenville  
Attn: Angel Maldonado  
1500 Beatty Street  
Greenville, NC 27834

Phone: 252-329-4831

[amaldonado@greenvillenc.gov](mailto:amaldonado@greenvillenc.gov)

July 11, 2018

WE ARE PLEASED TO SUBMIT THE FOLLOWING PROPOSAL:

- 1 – **GVM-XV700CB Compaction Debris Collector**, chassis mount per attached specifications:  
Kubota WSG3800 3.8L 4-cylinder gasoline engine rated 87 HP @ 2600 RPM  
19 cubic yard compaction body with hydraulic ejector  
Hydraulically operated full rear top hinged door  
F/S CAMSET56-NTSC-2 rear color camera with 5.6" screen  
32" diameter suction impeller with six 3/8" thick T-1 steel blades  
4-groove power band belt drive for suction impeller  
16" diameter x 144" urethane suction hose with steel nozzle  
Hydraulic hose boom powered by an electric/hydraulic pump  
13" clutch assembly with 2.25" diameter PTO shaft  
40-gallon polyethylene fuel tank  
Electronic engine controls with engine safety shut down system  
Boxed perforated pleated radiator screen  
LED type DOT lights and 2 oval LED amber flasher lights at rear  
All components pre-painted prior to assemble  
Hopper standard white color  
Engine compartment & vacuum blower housing painted battleship grey  
Mounted on 2018 or newer International 7500 SBA chassis with dual steering



NC Sheriffs' Association  
Contract #19-03-0504  
Discounted Price

	<u>MSRP</u>	<u>Discounted Price</u>
Total for above, 7% NCSA discount ...	\$289,398.00	\$269,140.00
Options, accessories & attachments, 6% NCSA discount:		
3-axis hose boom with proportional hydraulics ...	18,980.00	17,841.00
Chassis upgrades, including:		
Heated air tank drain valve, windshield wiper speed control, test exterior lights, headlight warning buzzer, parking brake alarm, Cummins engine extended warranty to 60 mos./150k miles, Allison transmission extended warranty to 5 years.150k miles ...	5,147.00	4,837.00
Less additional discount ...	0.00	< 4,000.00 >
Freight, dealer prep, fuel, local delivery and training ...	<u>included</u>	<u>included</u>
Total ...	\$313,525.00	\$287,818.00

Terms: Net 15 days

F.O.B. Richmond, VA

Plus applicable sales tax

Prepared by: Mark Ahlstrom, President  
7/18 Jeff Yoxheimer, Municipal Products Manager

704-588-4522  
704-307-7758

[mark@ciequipment.com](mailto:mark@ciequipment.com)  
[jeff@ciequipment.com](mailto:jeff@ciequipment.com)



**INTERNATIONAL\***

July 03, 2018

**Prepared For:**  
NC SHERIFFS ASSOC. CONTRACT 19-03-0504 FOR  
CITY OF GREENVILLE  
NCSA CONTRACT SALES  
323 W Jones St.  
Raleigh, NC 27603-1365  
(919)743 - 7433  
Reference ID: GRAPPLE TRUCK

**Presented By:**  
WHITE'S TRACTOR & TRUCK  
Rick Beavan  
7045 ALBERT PICK ROAD  
GREENSBORO NC 27409 -  
(336)668-0491

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2019 HV607 SBA (HV607)**

<b>AXLE CONFIG:</b>	6X4
<b>MISSION:</b>	Requested GVWR: 54000, Calc. GVWR: 62000 Calc. Start / Grade Ability: 21.35% / 1.71% @ 55 MPH Calc. Geared Speed: 72.6 MPH
<b>DIMENSION:</b>	Wheelbase: 254.00, CA: 186.90, Axle to Frame: 96.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range J UNISTEEL G291 (GOODYEAR), 491 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson HMX-460-54} Walking Beam Type, 54" Axle Spacing; 46,000-lb Capacity, with Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
<b>FRAME REINFORCEMENT:</b>	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
<b>PAINT:</b>	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

(US DOLLAR)

Description

Price

Net Sales Price:

\$170,000.65

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Muni Sales 7/3/18  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

[Signature]  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

WHITE'S TRACTOR & TRUCK  
7045 ALBERT PICK ROAD  
GREENSBORO NC 27409 -  
(336)668-0491

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

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# City of Greenville, North Carolina

Meeting Date: 8/20/2018  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment #1 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Capital Projects Funds (Ordinance #17-024), the Special Revenue Grant Fund (Ordinance #11-003), and the Greenways Capital Project Fund (Ordinance #12-007)

**Explanation:** **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2018-2019 budget and other funds as identified.

**Explanation:** Attached for consideration at the August 20, 2018, City Council meeting is an ordinance amending the 2018-2019 City of Greenville budget (Ordinance #18-038).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To move vehicle replacement and capital outlay funds to the departmental budgets to which they are related.	-General	\$ -
B	To recognize transfers budgeted within the General Fund to their respective capital projects.	-PW Capital	\$ 2,900,000
		-R & P Capital	\$ 30,000
		-Grwy Fund	\$75,000
		-Grants SRF	\$503,000
C	To recognize funds received from the North Carolina Science Museums Grant Program (NCGM - Love a Sea Turtle) to be utilized to fund a part-time position for the STEAM lab operations.	-Grants SRF	\$21,213
D	To reclassify expenses associated with Westpointe Park.	-R & P Capital	\$ -

E To appropriate fund balance within the Facilities Improvement Program to cover costs associated with cleaning, painting and addition of lights to the Greene Street bridge (\$240,000) and Charles Boulevard overpass bridge (\$20,000). -Facilities Improvement \$260,000

**Fiscal Note:**

The budget ordinance amendment affects the following funds:

<u>Fund Name</u>	<b>2018-19 Original Budget</b>	<b>Amend #1</b>	<b>2018-19 Budget per Amend #1</b>
General	\$ 84,993,936		\$ - \$84,993,936
Debt Service	5,463,492		- 5,463,492
Public Transportation (Transit)	3,249,922		- 3,249,922
Fleet Maintenance	4,431,156		- 4,431,156
Sanitation	7,843,096		- 7,843,096
Stormwater	5,882,000		- 5,882,000
Housing	1,597,179		- 1,597,179
Health Insurance	13,562,600		- 13,562,600
Vehicle Replacement	4,332,161		- 4,332,161
Facilities Improvement	1,400,000	260,000	1,660,000
Capital Reserve	740,000		- 740,000
Rec & Parks Cap Projects	9,227,747	30,000	9,257,747
Greenways Cap Projects	2,983,857	75,000	3,058,857
Public Works Cap Projects	49,096,041	2,900,000	51,996,041
Special Revenue Grant	6,669,362	524,213	7,193,575

**Recommendation:** Approve budget ordinance amendment #1 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Capital Projects Funds (Ordinance #17-024), and the Special Revenue Grant Fund (Ordinance #11-003).

ATTACHMENTS:

▣ **2018-2019\_Budget\_Amendment\_Ordinances\_1084776**

**ORDINANCE NO. 18-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#1) Amending the 2018-19 Budget (Ordinance #18-038),  
the Capital Projects Funds (Ordinance #17-024),  
and the Special Revenue Grant Fund (Ordinance #11-003)**

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

**Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #18-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	2018-19 Original Budget	Budget Amendment #1		2018-19 Budget per Amend #1
		A.	Total Amend #1	
<b>ESTIMATED REVENUES</b>				
Property Tax	\$ 33,722,500	\$ -	\$ -	\$ 33,722,500
Sales Tax	19,463,690	-	-	19,463,690
Video Prog. & Telecom. Service Tax	860,935	-	-	860,935
Rental Vehicle Gross Receipts	160,370	-	-	160,370
Utilities Franchise Tax	7,000,000	-	-	7,000,000
Motor Vehicle Tax	1,508,522	-	-	1,508,522
Other Unrestricted Intergov't	886,443	-	-	886,443
Powell Bill	2,220,065	-	-	2,220,065
Restricted Intergov't Revenues	1,290,682	-	-	1,290,682
Licenses, Permits and Fees	4,159,556	-	-	4,159,556
Rescue Service Transport	3,643,346	-	-	3,643,346
Parking Violation Penalties, Leases,	375,000	-	-	375,000
Other Sales & Services	294,803	-	-	294,803
Other Revenues	796,793	-	-	796,793
Interest on Investments	500,000	-	-	500,000
Transfers In GUC	6,731,296	-	-	6,731,296
Transfer from CDBG	-	-	-	-
Appropriated Fund Balance	1,379,935	-	-	1,379,935
<b>Total Revenues</b>	<b>\$ 84,993,936</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 84,993,936</b>
<b>APPROPRIATIONS</b>				
Mayor/City Council	\$ 430,586	\$ -	\$ -	\$ 430,586
City Manager	2,496,657	-	-	2,496,657
City Clerk	275,649	-	-	275,649
City Attorney	509,349	-	-	509,349
Human Resources	2,855,170	-	-	2,855,170
Information Technology	3,151,566	-	-	3,151,566
Fire/Rescue	14,689,593	563,948	563,948	15,253,541
Financial Services	2,481,422	-	-	2,481,422
Recreation & Parks	7,181,175	42,071	42,071	7,223,246
Police	25,091,055	536,859	536,859	25,627,914
Public Works	9,999,525	415,943	415,943	10,415,468
Community Development	2,848,068	-	-	2,848,068
OPEB	600,000	-	-	600,000
Contingency	140,000	-	-	140,000
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
Capital Improvements	2,556,323	(2,556,323)	(2,556,323)	-
<b>Total Appropriations</b>	<b>\$ 73,355,252</b>	<b>\$ (997,502)</b>	<b>\$ (997,502)</b>	<b>\$ 72,357,750</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers to Other Funds	\$ 11,638,684	\$ 997,502	\$ 997,502	\$ 12,636,186
<b>Total Other Financing Sources</b>	<b>\$ 11,638,684</b>	<b>\$ 997,502</b>	<b>\$ 997,502</b>	<b>\$ 12,636,186</b>
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 84,993,936</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 84,993,936</b>

**Section II: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #18-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2018-19 Original Budget</b>	<b>E.</b>	<b>Total Amend #1</b>	<b>2018-19 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>				
Transfer from General Fund	\$ 1,400,000	\$ -	\$ -	\$ 1,400,000
Appropriated Fund Balance	-	260,000	260,000	260,000
<b>Total Revenues</b>	<u>\$ 1,400,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,660,000</u>
<b>APPROPRIATIONS</b>				
Capital Improvements	\$ 1,400,000	\$ 260,000	\$ 260,000	\$ 1,660,000
<b>Total Appropriations</b>	<u>\$ 1,400,000</u>	<u>\$ 260,000</u>	<u>\$ 260,000</u>	<u>\$ 1,660,000</u>

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

	<b>2018-19 Revised Budget</b>	<b>B.</b>	<b>Total Amend #1</b>	<b>2018-19 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>				
Occupancy Tax	\$ 118,000	\$ -	\$ -	\$ 118,000
Transfers from Other Funds	11,987,086	2,900,000	2,900,000	14,887,086
Spec Fed/State/Loc Grant	23,951,467	-	-	23,951,467
Other Income	2,742,685	-	-	2,742,685
Bond Proceeds	10,296,803	-	-	10,296,803
<b>Total Revenues</b>	<u>\$ 49,096,041</u>	<u>\$ 2,900,000</u>	<u>\$ 2,900,000</u>	<u>\$ 51,996,041</u>
<b>APPROPRIATIONS</b>				
Stantonsburg Rd./10th St Con Project	\$ 6,044,950	\$ 150,000	\$ 150,000	\$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Thomas Langston Rd. Project	3,980,847	-	-	3,980,847
Sidewalk Development Project	2,015,550	-	-	2,015,550
GTAC Project	9,336,917	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	1,026,225	250,000	250,000	1,276,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Street Improvements Project	7,785,372	2,500,000	2,500,000	10,285,372
<b>Total Appropriations</b>	<u>\$ 49,096,041</u>	<u>\$ 2,900,000</u>	<u>\$ 2,900,000</u>	<u>\$ 51,996,041</u>

**Section IV: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2018-19 Revised Budget</b>	<b>B.</b>	<b>C.</b>	<b>Total Amend #1</b>	<b>2018-19 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>					
Special Fed/State/Loc Grant	\$ 5,440,588	\$ 503,000	\$ 21,213	\$ 524,213	\$ 5,964,801
Transfer From General Fund	1,127,922	-	-	-	1,127,922
Transfer From Pre-1994 Entitlement	80,000	-	-	-	80,000
Transfer from Other Funds	20,852	-	-	-	20,852
<b>Total Revenues</b>	<b>\$ 6,669,362</b>	<b>\$ 503,000</b>	<b>\$ 21,213</b>	<b>\$ 524,213</b>	<b>\$ 7,193,575</b>
<b>APPROPRIATIONS</b>					
Personnel	\$ 2,004,323	\$ -	\$ 21,213	\$ 21,213	\$ 2,025,536
Operating	3,161,654	-	-	-	3,161,654
Capital Outlay	1,503,385	503,000	-	503,000.00	2,006,385
<b>Total Appropriations</b>	<b>\$ 6,669,362</b>	<b>\$ 503,000</b>	<b>\$ 21,213</b>	<b>\$ 524,213</b>	<b>\$ 7,193,575</b>

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

	<b>2018-19 Revised Budget</b>	<b>B.</b>	<b>D.</b>	<b>Total Amend #1</b>	<b>2018-19 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>					
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	3,353,152	30,000	-	30,000	3,383,152
Transfer from Debt Service	32,500	-	-	-	32,500
Transfer from Capital Reserve	2,122,153	-	-	-	2,122,153
Bond Proceeds	2,100,000	-	-	-	2,100,000
Transfer from CD Cap Project Fund	25,000.00	-	-	-	25,000
Transfer from FIP	44,818	-	-	-	44,818
<b>Total Revenues</b>	<b>\$ 9,227,747</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ 9,257,747</b>
<b>APPROPRIATIONS</b>					
South Greenville Reconstruction	\$ 3,499,500	\$ -	\$ -	\$ -	\$ 3,499,500
Trillium Park Equipment Project	1,000,000	-	-	-	1,000,000
Town Common Renovations	1,446,965	-	-	-	1,446,965
Water Sports Facility Project	244,942	-	-	-	244,942
Westside Land Acquisition & Dev	361,453	-	7,000	-	361,453
Town Common Gateway	2,000,000	-	-	-	2,000,000
Tar River	493,632	-	(7,000)	-	493,632
Eastside Park	181,255	-	-	-	181,255
Thomas Foreman Press Box	-	30,000	-	30,000	30,000
<b>Total Appropriations</b>	<b>\$ 9,227,747</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ 9,257,747</b>

**Section VI: Estimated Revenues and Appropriations. Greenways Capital Project Fund, of Ordinance #12-007 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<u>2018-19 Revised Budget</u>	<u>B.</u>	<u>Total Amend #1</u>	<u>2018-19 Budget per Amend #1</u>
<b>ESTIMATED REVENUES</b>				
Special Fed/State/Loc Grant	\$ 2,332,009	\$ -	\$ -	\$ 2,332,009
Transfer From General Fund	651,848	75,000	75,000	726,848
<b>Total Revenues</b>	<u>\$ 2,983,857</u>	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 3,058,857</u>
<b>APPROPRIATIONS</b>				
Construction	\$ 2,403,034	\$ 75,000	\$ 75,000	\$ 2,478,034
Acquisition	175,000	-	-	175,000
Engineering	405,823	-	-	405,823
<b>Total Appropriations</b>	<u>\$ 2,983,857</u>	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 3,058,857</u>

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

Adopted this 20th day of August, 2018

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

ATTEST:

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