



Agenda

Greenville City Council

**September 10, 2018
6:00 PM
City Council Chambers**

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Smith**
- 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 May 7, August 9, and August 20, 2018 City Council meetings and the August 20, 2018 City Council Workshop
2. Resolution Accepting Dedication of Rights-of-Way and Easements for Savannah Place, Section 2 Phase 1 and Arbor Hills South, Phase 6 Cluster
3. Master Right-of-Way Encroachment Agreement with South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications
4. Master Right-of-Way Encroachment Agreement with University Health Systems of Eastern North Carolina, Inc., d/b/a Vidant Health
5. Change Order #1 to the contract with Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project.
6. Contract Award to Cambridge Systematics for the Development of the Eastern North Carolina Regional Freight Mobility Plan
7. Municipal Agreement with the North Carolina Department of Transportation for Acceptance of State Planning and Research Funds Necessary to Complete the Eastern North Carolina Regional Freight Mobility Plan
8. Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Fourteenth Street Improvements Project
9. Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Evans Street/Old Tar Road Multi-Lane Improvement Project
10. Resolution of support for the North Carolina Department of Transportation to install a traffic signal for safety improvements on West Arlington Boulevard
11. Various tax refunds greater than \$100

VIII. New Business

12. Presentations by Boards and Commissions
 - a. Planning & Zoning Commission
 - b. Pitt-Greenville Airport Authority
13. Contract for services with Uptown Greenville
14. Revised Policy and Procedure for the Conditional Service, Sale, and Consumption of Alcoholic Beverages at the Town Common
15. 2019 Schedule of City Council Meetings
16. Fiscal year 2019-2020 Budget Schedule

17. Budget ordinance amendment #2 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)

IX. Review of September 13, 2018 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes
- 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

XIII. Adjournment



City of Greenville,
North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Minutes from the May 7, August 9, and August 20, 2018 City Council meetings and the August 20, 2018 City Council Workshop

Explanation: Proposed minutes from regular City Council meetings held on May 7, August 9, and August 20, 2018, and a City Council Workshop held on August 20, 2018 are presented for review and approval.

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

Recommendation: Review and approve proposed minutes from regular City Council meetings held on May 7, August 9, and August 20, 2018, and a City Council Workshop held on August 20, 2018.

ATTACHMENTS:

- ❑ **Final_Proposed_Minutes_for_the_May_7_2018_City_Council_Meeting_1087032**
- ❑ **Proposed_Minutes_for_the_August_9_2018_City_Council_Meeting_1085899**
- ❑ **Final_Proposed_Minutes_for_the_August_20_2018_City_Council_Meeting_1087120**
- ❑ **Proposed_Minutes_City_Council_August_20_2018_Workshop_1087135**

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, May 7, 2018



The Greenville City Council met in a regular meeting on the above date at 6:00 p.m. in the Council Chambers, third floor of City Hall, with Mayor P. J. Connelly presiding. The meeting was called to order. Council Member Brian V. Meyerhoeffer, Jr. asked those present to observe a moment of silence for a prayer of their choice, 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:

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

APPROVAL OF THE AGENDA

City Manager Wall requested that a Closed Session be added to the agenda after the Mayor and Council Comments.

Motion was made by Council Member Smiley and seconded by Council Member Bell to approve the revised agenda as amended. Motion carried unanimously.

PUBLIC COMMENT PERIOD

John Joseph Laffiteau – University Inns & Suites, 301 Greenville Boulevard, SE, Greenville, North Carolina

Mr. Laffiteau stated that he was involved in a brief personnel incident matter at the East Branch of Sheppard Memorial Library. He feels that his conduct was misinterpreted and a wrongful pattern was assigned as quite an obnoxious behavior. To reinforce that idea, the pre-staged camera and the evidence do not backup the Library's staff about their interpretation of his behavior. Former City Attorney David Holec informed him that there was no film evidence to back up what the staff said.



Mr. Laffiteau explained why he is concerned about the incident, stating the pre-staged camera revealed no evidence of misconduct and to the best of his knowledge, no patrons of the Library complained about his conduct. He is requesting that mutual polygraph tests be taken by him and the Library staff.

Tonya Houston – Goose Creek, South Carolina

Ms. Houston spoke in support of voting for Kandie Smith and encouraged all citizens to vote on May 8, 2018. She stated that Council Member Smith is loyal and honest and is a strong woman of standard. Also, she is high caliber and full of energy and she absolutely loves people.

CONSENT AGENDA

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

- Minutes from the September 14 and October 12, 2017 City Council meetings
- Ordinance enacting and adopting Supplement #2018-S10 to the City of Greenville Code of Ordinances – (Ordinance No. 18-022)
- Resolution Accepting Dedication of Rights-of-Way and Easements for Greenbrier Place Section 1 – (Resolution No. 010-18)
- Resolution of Intent to Close a portion of Glen Arthur Avenue from E. Thirteenth Street to E. Fourteenth Street – (Resolution No. 011-18)
- Approval of submitting an application for a N.C. Recreational Trails Program Grant
- Resolution and Deed of Release for Greenville Utilities Commission to abandon an existing access easement in return for a new access easement at and land surrounding the Proctor & Gamble Substation – (Resolution No. 012-18)
- Acquisition of property for Greenville Utilities Commission’s Sugg Parkway 115 kV Substation Site
- Budget Ordinance Amendment for Greenville Utilities Commission’s FY 2017-18 Gas Fund – (Ordinance No. 18-023)
- Reports on Bids and Contracts Awarded
- Various tax refunds greater than \$100



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

NEW BUSINESS

APPROVAL OF CONTRACT WITH SUPERION FOR THE NEW COMPUTER AIDED DISPATCH (CAD) AND RECORD MANAGEMENT SYSTEM (RMS) PLATFORM FOR THE POLICE DEPARTMENT

Chief Mark Holtzman said staff first presented this request to purchase the new Computer Aided Dispatch (CAD) and Record Management System (RMS) to the City Council at its April 9, 2018 workshop. The request is basically for all of the software and the brain behind the system used in processing calls that are received at the Greenville Police Department (GPD) from the 911 system.

Chief Holtzman explained that the community's initial questions are answered and typed by the telecommunicators. That starts in the CAD and connects the GPD dispatchers with the officers in the field through their mobile data terminals, making it possible for the officers to see those notes and calls. When the police officers are ultimately finished with the calls, their completed reports come back in the system through the records management system.

Chief Holtzman stated that the records management system also connects various functions within the GPD, as discussed at the workshop. The current system is at the end of life, nearing 10 years old, and requires a major upgrade. The GPD has completed the bid process and put together a comprehensive team. The City's Information Technology (IT) Department has done an outstanding job on designing the requirements as well as the GPD personnel.

Chief Holtzman stated that the committee's final selection was Superior, who has a large footprint in North Carolina with over 160 clients and a couple of them are located in Pitt County. That is a big deal as far as the GPD wanting to integrate with its agencies, such as the 911 Center, Sheriff's Department, and East Carolina University Police, and to use the same product.

Chief Holtzman stated that Superior actually demonstrated how and what is done when a call is first received at the 911 Center. Currently, there is some work around how systems get to the GPD and Superior's system shows how it can more seamlessly transfer all of the information to the GPD. As the GPD adds information to that initial crisis call for service coming in, the additional information can be shared with the 911 Center and with the GPD's other partners.



Chief Holtzman stated that Superior’s system integrates well with the GPD’s public safety cameras. GPS units are installed in all of the GPD’s cars. The automatic vehicle location feature gets the closest car to a citizen’s house as quickly as possible visually on the GPD’s maps.

Chief Holtzman stated that the Freedom App puts the same mobile data terminal in a police car on their mobile phone. The GPD encourages foot and bike patrols and the officers can get the same CAD dispatch in their cars and phones

Chief Holtzman stated that the GPD is doing a lot of field training and typing a lot of reports, which go into the system as well. The GPD is looking forward to consolidate some of its mapping ability and intelligence. Some independent systems have been set up, and the GPD is looking forward to bringing the ones for tracking canines and intelligence into one platform. The GPD is hoping to get some economy scale out of that as well.

Chief Holtzman explained that the goal is to fit this purchase in the current budget. The expense is positive for the first year and negative for the second year:

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

Chief Holtzman explained that the GPD is trying to build a model that works within the budget and still allows the City to buy a new product and to pay for the product’s maintenance as the GPD moves across the next seven-year period. The maintenance for the new system is around \$120,000 and the majority of that is the Superior contract (approximately \$85,000) and then there are systems within the IT Department that require maintenance (\$120,000 - servers, Microsoft Licensing, and other things).

Chief Holtzman stated that tonight, the GPD is asking the City Council to authorize the City Manager to enter into the agreement with Superior for the purchase and maintenance of the new CAD and RMS system for the Greenville Police Department.

Motion was made by Council Member Smith and seconded by Council Member Bell to approve the contract.



Council Member Litchfield thanked staff for its hard work and due diligence and stated that it is important to have the communication between the City and its partner agencies.

Mayor Connelly thanked staff for their work and stated that the public needs to understand the integration and its importance for public safety. Time and information are extremely important as well as the ability to handle a high speed chase going from the County to the City and there is a change in jurisdictions.

There being no further discussion, the motion passed unanimously.

PROPOSED DONATION OF THREE PROPERTIES FROM AMOS "RAY" EVANS TO THE CITY OF GREENVILLE

City Manager Wall stated that this item was presented to the City Council at its April 9, 2018 workshop.

Motion was made by Council Member Litchfield and seconded by Council Member Bell to approve the donation of the properties.

Council Member Smith asked staff to share what some of the plans are for these properties.

Recreation and Parks Director Gary Fenton responded that the two pieces of land that are adjacent to Evans Park simply serve as another opportunity to have an entrance to the park from Hooker Road. Additionally, the land creates an ability for the City, as the greenway is extended, to run along Green Mill Run, which crosses the Evans Park today, but also crosses this other piece of property that the City will acquire as part of that.

Director Fenton stated that initially the City will create a primitive trail so there will be walking access from Hooker Road. Eventually, having vehicular access from Hooker Road would be possible as well, but that will be a future consideration.

Director Fenton delineated the properties on a map and stated that two properties are adjacent to one another and border Evans Park, and Green Mill Run runs across the park and the properties that the City would acquire.

Mayor Connelly stated that would provide ingress and egress into the park.

Director Fenton stated that the area back by the tennis center area, there is a two-way street, which is not sufficient in terms of access and egress. Once the City would develop a street into the area, it would be a much improved access to Evans Park.

Officer Carlton Williams of the Greenville Police Department explained the usage of the property. The block of land on the corner of Shiloh Drive and Stewart Circle, staff is working with a nonprofit group that is well known in the City. The group does extensive work in the Kristin Drive area and is a great partner with the Police Department. The



group will be using the property for a garden. The group's goal is to teach area youth as well as some seniors how to garden and, hopefully, they will be future gardeners.

Mayor asked whether community gardening is available at other locations in the City as far as helping an area with crime prevention.

Officer Williams responded that he has spoken to Neighborhood Ombudsman Christi Williamson and she has set up gardening in several other communities throughout the City, such as some of the flooded areas North of the River and the one on Douglas Avenue. Those locations have been beneficial to the community and have created a great partnership with the community. It is another way for the GPD to partner with the citizens.

Mayor Connelly asked whether the GPD will work with the people regularly, more of as a community outreach.

Officer Williams stated that the GPD will be partnering with the nonprofit. They helped the GPD with the cleanup in the Kristin Drive area and the nonprofit and GPD do a lot of projects together.

Council Member Smith stated that she is excited to hear about the GPD's partnering with the nonprofit and the outcome.

Director Fenton stated the value of those parcels are approximately \$14,000 and Mr. Amos "Ray" Evans' donation is appreciative.

Motion was made by Council Member Litchfield and seconded by Council Member Bell to accept Mr. Evans' offer to donate the three (3) parcels of land to the City, contingent upon acceptable results from an environmental assessment of each parcel. Motion carried unanimously.

ADOPTION OF THE 2018 CITY OF GREENVILLE FEDERAL AGENDA

City Manager Wall gave a brief summary of this item, stating that the City has retained The Ferguson Group to represent the City of Greenville's interest in identifying federal funding opportunities that further the strategic plans of the City. Each year, City staff along with the City Council meet with The Ferguson Group to identify those priority projects. The 2018 Proposed Agenda has been provided to the City Council:



Find yourself in good company

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

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



COMMUNITY AND ECONOMIC DEVELOPMENT	
West Greenville Neighborhood Revitalization Strategy Area	<p>Support efforts to advance the West Greenville Neighborhood Revitalization Strategy Area.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • HUD’s Office of Healthy Homes and Lead Hazard Control for lead-based paint abatement and education. • HUD’s CDBG and HOME Programs. • DOT’s Safe Routes to School Program (through NCDOT) for sidewalks. • DOT’s Grant Program; • Private/foundation grant opportunities.
Industrial/Office Park Development	<p>Explore funding opportunities to fund infrastructure and/or property purchase to develop an Industrial/Office Park.</p> <p>Potential funding opportunities:</p> <ul style="list-style-type: none"> • Economic Development Administration’s Economic Adjustment Assistance Program/Public Works Program. • Private/foundation grant opportunities.
A Time for Science	<p>Explore funding opportunities for programs and exhibits at the Science Center.</p> <p>Potential funding opportunities:</p> <p>Institute of Museum and Library Sciences. Private/foundation grant opportunities.</p>
LABOR AND WORKFORCE DEVELOPMENT	
Workforce Development Initiative	<p>Greenville is working to support workforce development initiatives particularly with Pitt Community College. The City also wants to expand to medical patenting.</p> <p>Explore funding options with U.S. Departments of Labor and Health and Human Services.</p>
Small Business Development	<p>The City will continue to support upstarts with funding and small business resources.</p> <p>Explore funding options with the Small Business Administration.</p>
ENERGY AND ENVIRONMENT	



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



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



City Manager Wall stated there is funding for public safety projects (work with both the Police and Fire/Rescue Departments). The City would ask The Ferguson Group's assistance for securing funding for the West Greenville Revitalization Strategic Area, including funding from HUD, CDBG and HOME programs' eligible activities. Staff has also asked The Ferguson Group to assist the City with exploring possible opportunities through the economic development administration.

City Manager Wall stated that the staff has included work related to development initiatives and other recreation projects, and they are all sort of enumerated in the Federal Agenda.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Smiley to approve the proposed 2018 City of Greenville Federal Agenda. Motion carried unanimously.

DISCUSSION OF 2018 STATE LEGISLATIVE INITIATIVES

City Attorney Emanuel McGirt explained that tonight he is asking that the City Council identify the potential legislative initiatives and on Thursday evening, he would ask the City Council to adopt the resolutions supporting those. This is a short session so only certain types of legislation may be considered.

City Attorney McGirt stated that he is recommending that the City Council adopt the 2017 legislative program which consisted of preservation and enhancement of municipal revenue sources, an item asking the local delegation to support economic development, and other items dealing with increasing the punishment for hate crimes and the Parks and Recreation Trust Fund. He is asking that those items be made part of the 2018 State Legislative Initiatives:

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



Municipalities continues to work on legislation that would provide cities with additional locally controlled revenue options. An enhancement of revenue sources would assist the City of Greenville in providing services to its citizens.

2. Economic Development

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

3 Hate Crime Law

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

4. Parks and Recreation Trust Fund

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



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

Motion was made by Council Member Bell and seconded by Council Smith to instruct the City Attorney to bring back resolutions regarding the 2018 State Legislative Initiatives at the Thursday meeting. Motion carried unanimously.

ORDINANCE APPROVING 2017-2018 CAPITAL RESERVE FUND DESIGNATIONS –
(Ordinance No. 18-024)

Assistant City Manager Michael Cowin stated that the Capital Reserve Ordinance includes a \$2 million transfer from the Capital Reserve Fund to the Capital Fund for Recreation and Parks Capital Projects to fund the Sycamore Hill Town Common Gateway Project. The project is currently at 60% design and bids are scheduled to go out in August 2018 with the construction scheduled to begin in Fall 2018.

Assistant City Manager Cowin explained that the money is already set aside in the Capital Reserve Fund. If this ordinance is adopted this evening, those dollars would be transferred to a Recreation and Parks Capital Project so that the City could begin the work on the Sycamore Hill Town Common Gateway Project. After this transfer, there will be approximately \$4.7 million remaining in Capital Reserve to fund the various other projects.

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

BUDGET ORDINANCE AMENDMENT #9 TO THE 2017-2018 CITY OF GREENVILLE BUDGET
(ORDINANCE #17-040) AND CAPITAL PROJECTS FUND (ORDINANCE #17-024) –
(Ordinance No. 18-025)

Assistant City Manager Cowin explained that Budget Ordinance Amendment #9 includes adjustments to the General Fund, Capital Reserve Fund, Recreation and Parks Capital Projects Fund, and Community Development Capital Projects Fund. The first adjustment is \$8,500, moving from contingency to economic development for the workforce development initiatives at Pitt Community College. There were already \$6,500 in the 2017-2018 City budget for a project. This appropriates the additional \$8,500 out of contingency to bring the total amount (\$15,000) to transfer to Pitt Community College, which the City Council approved at its April 12, 2018 meeting.

Assistant City Manager Cowin explained that the second item of adjustment includes a \$2 million transfer that was approved by the City Council this evening as part of the funding for the Sycamore Hill Town Common Gateway Project. There is another \$41,400 in



revenues from rent payments for the Nathaniel Village property, which is owned by the City, as part of the West Greenville Revitalization Project.

Assistant City Manager Cowin stated that overall, the budget stands at approximately \$157.4 million with the General Fund making up approximately 59% of the total. Motion was made by Council Member Bell and seconded by Council Member Smith to adopt the ordinance. Motion carried unanimously.

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

City Manager Ann Wall stated that the proposed 2018-2019 Operating Budget is deeply rooted within the 2018-2020 City Council Goals and Priorities, which were identified by the City Council at its January 2018 Planning Session.

CITY COUNCIL GOALS

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

CITY COUNCIL PRIORITIES

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

City Manager Wall stated that *Greenville Means Business* in so many ways. Greenville means *a high performing city, a great workforce, a strong economy, a safe community, a sound infrastructure, and a vibrant place to live, work, and play.*



City Manager Wall stated that the proposed 2018-2019 Operating Budget and 2019-2020 Financial Plan are balanced based on the existing tax rate of 52 cents. About 85% of the General Fund revenues for the proposed budget really provide and take care of the core services of the community:

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

City Manager Wall stated that with the money in the General Fund, a lot of work and effort is done, creating a great community (a high performing city).

City Manager Wall stated that when speaking of how Greenville provides a great workforce, this budget includes a 2.7% increase for City employees for FY 2019. An additional 2.7% increase is in the FY 2019-2020 Financial Plan. The City increased its 401K contribution for its employees from \$30 to \$40 (a \$10 per pay period increase). This will put the City's contributions in line with that of the Greenville Utilities Commission. Also, over the last couple of years, there were discussions about the need to continue to fund the City's Other Post-Employment Benefits (OPEB). Therefore, an additional \$100,000 for its OPEB contribution has been provided in the proposed 2018-2019 Operating Budget (\$600,000) and 2019-2020 Financial Plan (\$700,000).

City Manager Wall stated that there are other opportunities in this proposed budget for Greenville to create a great workforce:

- Includes the addition of a Training and Development Specialist Position to establish and conduct employee training programs centered on:
 - Customer service and effective communication
 - Relationship and team building
 - Diversity Training
 - Skills Development
- Provides additional Financial Services assistance to Public Works:
 - Reclassification of Purchasing Manager to Financial Services Manager
 - Reclassification of Accounting Specialist to Public Works Financial Specialist
 - Addition of Accounting Generalist Position



City Manager Wall stated that the number one priority of the City Council at its Planning Session was about growing the City of Greenville and proactive economic development. This proposed budget provides significant resources that will enable the City to do that, such as investing \$ million over two years into commercial/industrial site development to be funded as follows:

	FY2018-19	FY2019-20	Total
General Fund	\$ 300,000	\$ 300,000	\$ 600,000
Capital Reserve Fund	400,000	-	400,000
Total	\$ 700,000	\$ 300,000	\$ 1,000,000

City Manager Wall stated that this budget will utilize \$400,000 in Capital Reserve funding to address retail and commercial parking needs in the Dickinson Avenue Corridor, plus the following:

- Appropriates \$200,000 each year to fund Jobs Creation Grants (recurring): 1) \$100,000 included in the City’s General Fund Budget and 2) \$100,000 included in the Greenville Utilities Commission’s Budget
- Increases funding for Small Business Competition Grants by \$20,000 from \$40,000 to \$60,000 (recurring)
- Includes \$15,000 in funding for skills training through the Pitt Community College jobs initiative program (recurring)
- Adds a 1.0 concierge position to implement a “one-stop” program to assist developers and the business community in navigating through the review and approval process
- Provides average \$850 step increase for each additional level of state certification successfully achieved by inspectors within the Inspections Division.

City Manager Wall stated that the City Council discussed building a safe community. Four positions are being allocated in the proposed budget. Three positions are being proposed in FY 2018-2019 and an additional three positions in FY 2019-2020 to staff the Southside Fire Station. Overall, 12 positions are needed to staff that fire station. Additionally, one EMS Billing Technician will allow the City to optimize its EMS reimbursements.

City Manager Wall stated that another core function of the City is to provide a sound infrastructure. The following are the significant resources for this function within the proposed budget:

- Increases street improvements funding from \$2.2 million to 2.5 million (recurring)
- Includes \$250,000 to fund street lights and cameras (recurring)
- Protects the future solvency of the Vehicle Replacement Fund by increasing funding levels by the following:
 - From 30% to 40% for FY2018-19



- From 40% to 50% for FY2019-20
- Provides \$1.4 million each year (recurring) to support the City's deferred maintenance and infrastructure needs (i.e. Facilities Improvements Program)
- Includes \$503,000 in funding for sidewalks through the Safe Routes to Schools program that will benefit the following streets:

Streets	Schools Served
Memorial Drive from Millbrook Street to Arlington Boulevard	J.H. Rose High School
East side of Skinner Street	South Greenville Elementary and J.H. Rose High School
North side of Norris Street	South Greenville Elementary and J.H. Rose High School
5th Street from Green Mill Run to Beech Street	Wahl Coates Elementary

- Invests \$33 million into the Town Creek Culvert stormwater project. This project will be financed through the State of North Carolina's revolving loan program and funded by revenues of the City's Stormwater Fund.
- Includes the financing of approximately \$7.8 million in FY2018-19 as Phase Two of the 2015 G.O. Bond referendum for the following projects:
 - Street improvements (Arlington, East 5th, Hooker, Red Banks)
 - West 5th street streetscape
 - Sidewalk additions
 - Greenway project
- Uses \$350,000 in projected excess fund balance to be put in capital reserve in order to fund the City's portion of the costs associated with various future NCDOT projects:
 - Over \$400 million in NCDOT projects
 - Required matching City funds of approximately \$3.5 million

City Manager Walls stated that this proposed budget is committed to continuing to make Greenville a vibrant place to live, work and play:

- Includes an additional \$100,000 to fund the Adopt-a-Street program and maintain the following major thoroughfares:
 - 10th Street Connector from Memorial Blvd to Evans Street
 - Stantonsburg Road from 264 By-Pass to Arlington Blvd
- Includes an additional \$50,000 to maintain the City's parks & greenways.
- Adds 2.0 Transit Supervisor positions to support the operations of the new G.K. Butterfield Transportation Center.
- Reclassifies a Transportation Planner position to a Lead Code Enforcement Officer position that will be responsible for moving forward with the administrative procedures necessary to enforce demolitions of dilapidated and unsafe structures.
- Includes \$150,000 to partner with area groups to enhance the City's



- entertainment scene and support the arts community (recurring):
- \$35,000 partnership with Pitt County Arts Council at Emerge
 - \$100,000 partnership with Uptown Greenville
 - \$5,000 partnership with the Pitt/Greenville Chamber of Commerce
 - \$10,000 for miscellaneous sponsorships, advertising, & marketing
- Utilizes \$2 million in capital reserve funding to construct the Sycamore Hill Gateway at Town Common.
 - Includes \$100,000 that will be used to match \$400,000 in grant funding in order to complete the South Tar River Greenway Phase 3 connecting the existing South Tar River Greenway at the Town Common to East of Memorial Drive
 - Includes additional funding for part-time staff at the South Greenville Recreation Center to support after-school and evening programs
 - Provides additional funding for Camp Escape and the Summer Inclusion Program to better serve the community's students with disabilities

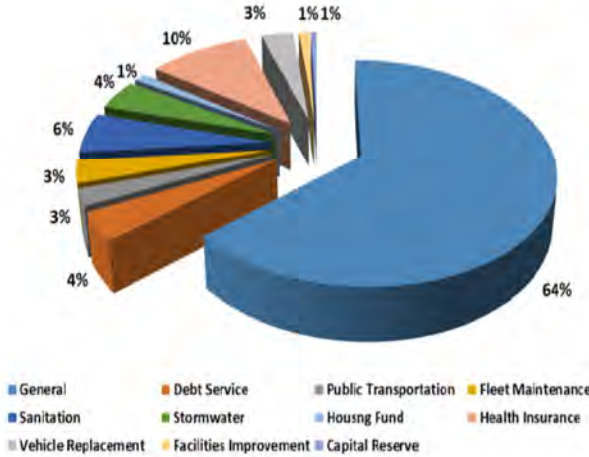
City Manager Wall stated that the proposed budget really addresses the goals and priorities of the City and is a strong reflection of the City's Mission Statement: *To provide all citizens with high-quality services in an open, inclusive, professional manner, ensuring a community of excellence now and in the future.*

City Manager Wall stated that overall, there is about \$133,495,542 in the proposed FY 2018-2019 Budget and \$135,195,374 in FY 2019-2020. That represents about 34% of the overall budget with budgets from the Greenville Utilities Commission, Convention and Visitors Bureau, and the Sheppard Memorial Library, which will round it up and at the end of FY 2020 and the City will be almost close to \$400 million.

City Manager Wall displayed a slide of the City's operating funds for the 2018-2019 Proposed Budget and 2019-2020 Financial Plan:



2018-19 PROPOSED BUDGET & 2019-2020 FINANCIAL PLAN CITY OPERATING FUNDS



	FY 2018-19 PROPOSED BUDGET	FY 2019-20 FINANCIAL PLAN
General	\$ 84,993,936	\$ 85,888,414
Debt Service	5,463,492	5,477,129
Public Transportation	3,249,922	3,288,032
Fleet Maintenance	4,431,156	4,543,792
Sanitation	7,843,096	7,918,360
Stormwater	5,882,000	5,941,000
Housing Fund	1,597,179	1,645,084
Health Insurance	13,562,600	14,003,384
Vehicle Replacement	4,332,161	4,700,179
Facilities Improvement	1,400,000	1,400,000
Capital Reserve	740,000	390,000
Total Operating Funds	\$ 133,495,542	\$ 135,195,374

City Manager Wall stated that the proposed General Fund is at \$84,993.936 for FY 2018-2019 and at \$85,888,414 for FY 2019-2020. That represents 64% of the City’s operating funds with another 36% to address other funds such as Debt Service, Health Insurance, and Stormwater.

Assistant City Manager Michael Cowin stated that the proposed budget for 2018-2019 stands at approximately \$85 million and the Financial Plan for 2019-2020 stands at approximately \$85.8 million, which is approximately a \$240,000 change from the budget draft that was presented at the April 9, 2018 City Council meeting. With every good budget, there is a reconciliation. This will take the City from the budget draft from revenues to the proposed budget. An additional \$125,000 in sales tax is projected for both the FY 2018-2019 proposed budget and FY 2019-2020 Financial Plan. It includes additional rate adjustments revenues that were discussed on April 9, 2018 as part of the City Council workshop.

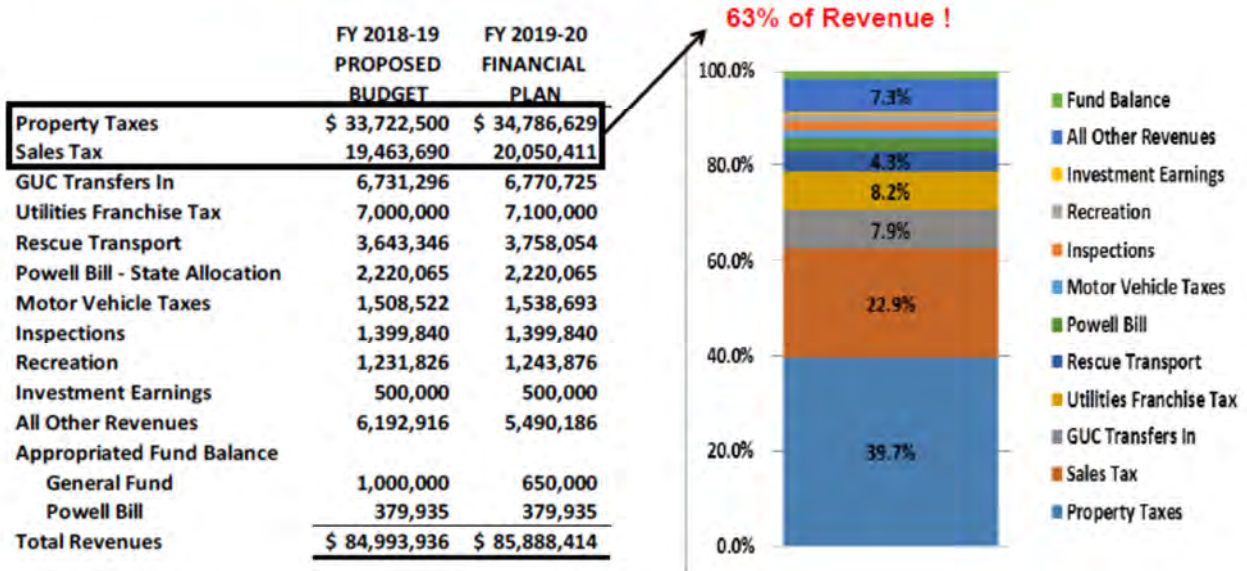
Assistant City Manager Cowin explained how those dollars would be used in the budget, stating that \$118,182 goes back into the operating departments. This is the increase in revenues from the rate adjustments. There was a savings of approximately \$70,000 in FY 2018-2019 from changing the overall salary increase for employees to 2.7% for both years. There is an additional training position at \$28,872 and adjustments need to fully fund that position. Also, there are various other net adjustments within the budget at \$360,000 to be able to fund the additional financial support for the Public Works Department. There is \$10,000 towards economic development, including \$5,000 for the Pitt Community College Job Skills Program as well as \$5,000 to fund the additional salary step increase. There is over \$180,000 over the two-year period towards the Dickinson Avenue Street Lighting (\$90,000 per year). The funds for the Thomas Foreman Press Box are allocated at \$30,000 and \$40,000 for Increase Contingency for FY 2018-2019.



Assistant City Manager Cowin stated that regarding the General Fund Revenue, approximately 63% of the revenue is coming from two primary sources: property tax and sales tax. In fact, the first seven or eight of the line items displayed make up about 90% of the City's overall revenue within the General Fund.



GENERAL FUND BUDGET REVENUES



Assistant City Manager Cowin stated that the tax rate for 2019 and 2020 is holding steady at 52 cents for each year. Normal growth is being seen at 2.3% in the City's property tax base over the last five years, but over the last year or so it has picked up. From 2018 to 2019, there is a 3.2% increase going from \$6.5 billion to \$6.7 billion in property tax base. Also, there is a corresponding increase in the City's property tax revenues over that same timeframe. There was a 2.3% annual increase in property tax revenues over the last five years and a 3% increase in the City's property tax rate revenue for each of the two years are being seen.

Assistant City Manager Cowin stated that concerning the sales tax revenue, in many ways as discussed in the past, the City's budget has been leveraged on the increase and sales tax revenues over the last five years. The five-year growth rate is over 5% and the three-year growth rate is over 4%. The City is maintaining a steady conservative growth rate at about 3% over the next two years.

Assistant City Manager Cowin explained the General Fund Expenses, stating that approximately two-thirds of the City's expenses are coming in the form of personnel, both salaries and benefits, which is approximately \$54.3 million for 2018-2019 and approximately \$55.5 for 2019-2020. The operating expense makes up an additional 21% of the budget at \$18.4 million and \$18.8 million for each respective year and then transfers



averaging approximately \$9 million for each of the two years. Capital improvements are estimated at \$4.9 million and \$4.5 million.

Assistant City Manager Cowin stated that the increase in salaries for City employees is 2.7% for the next two years and that is broken down to 1.5% merit and 1.2 market increases. Last year's merit was 1.2%.

Assistant City Manager Cowin summarized the proposed capital projects for the next two years:



PROPOSED CAPITAL PROJECTS

Represents Approximately 87% of Funding

	FY 2018-19 PROPOSED BUDGET	FY 2019-20 FINANCIAL PLAN
Street Improvements	\$ 2,500,000	\$ 2,500,000
Vehicle Replace Fund >\$35K	1,433,321	1,797,902
Sidwalk Construction	503,000	-
Stret Lighting / Cameras	250,000	250,000
10th Street Connector	150,000	-
South Tar Greenway Phase 3A	100,000	-
Thomas Foreman Press Box	30,000	-
Total	\$ 4,966,321	\$ 4,547,902

Assistant City Manager Cowin stated regarding the proposed transfers to other funds, the Facilities Improvement Program (FIP) is set at \$1.4 million and that is split evenly between the Recreation and Parks Department's capital projects as well as the Public Works Department's capital projects. \$4.8 million is dedicated to Debt Service from the General Fund to pay debt service for projects that have been funded from General Fund revenues. \$1.3 million is allocated for the Sheppard Memorial Library, \$309,830 is the match for housing grants, \$771,984 is the matching funds for the federal funds from the Transit Program, and \$740,000 is transferred to Capital Reserve based on various initiatives and priorities received from the City Council.



Assistant City Manager Cowin explained the service rate adjustments:

RATE ADJUSTMENTS

	Current Avg Rate	Adjusted Avg Rate	Change
R&P (Resident)			
Youth Sports	\$ 33.00	\$ 38.00	\$ 5.00
Summer Camps	47.00	54.00	7.00
Tennis	39.00	41.00	2.00
Shelter Rentals	37.50	47.50	10.00
Cemetery			
Grave: Open/Close	450.00	675.00	225.00
Cremation	150.00	225.00	75.00
Single Grave	650.00	800.00	150.00
Lease Parking (Monthly)	52.00	60.00	8.00

Assistant City Manager Cowin stated that as discussed at the Budget Workshop last year, there is a modest increase in the Recreation and Parks rates for youth sports, summer camps, tennis, and shelter rentals. This increase would fund part-time salaries at the South Greenville Center for the After-School Program and to fund the Summer Inclusion Camp for students with disabilities.

Assistant City Manager Cowin stated that some of the cemetery rates are increasing for grave openings and closings, cremations, and single grave plots. Those funds will help cover the cost of the operations as well as for the maintenance of the City's cemetery operations.

Assistant City Manager Cowin stated that the monthly lease parking rate is going from \$52 to \$60, and the monies would fund the overall maintenance of the parking deck as well as maintenance of the City's various surfaced lots within the uptown area.

Assistant City Manager Cowin summarized the freestanding funds that operate off of fee structures or dollars that are transferred from the General Fund and are used to fund various different services:

Debt Service

The City has approximately \$700,000 in occupancy tax revenues used to cover the debt service on the Convention Center as well as transfers from the General Fund at \$4.7 million



to allow the City to retire that debt. It should be noted that based on the City's long range debt policy that \$4.7 million in the way that is rolling off of the finances annually will allow the City to move forward with funding the next round of 2015 GO Bond. Approximately \$7.8 million will be borrowed next year to complete those projects.

Transit Fund

The Transit Fund is basically funded through federal reimbursements, the General Fund and bus fares. The federal reimbursements are approximately 80% for capital and 50% for operating cost and the City contributes back to that to balance the fund out in administrative overhead, approximately \$771,000 in year one and \$790,000 in year two. It should be noted that does include the addition of two positions within the Transit Division to assist in opening the G. K. Butterfield Transportation Center.

Fleet Maintenance Fund

This fund is used to account for all of the maintenance of the City's in-house fleet. This is funded by transfers back from the General Fund and other supporting funds such as the Sanitation Fund. It is based on the fuel markup and cost of the labor charged back to the individual departments. The Fleet Maintenance is approximately a \$4.5 million fund used to pay for personnel, operating expenses, and capital outlay.

Sanitation Fund

This will be the first year that the City has seen no increase in its sanitation rates, which is at three years holding strong at \$16 per month. The backyard service was eliminated in FY 2017-2018. There are no rate increases included within the budget for the next two fiscal years.

Stormwater Fund

There are no rate increases for FY 2018-2019 or FY 2019-2020. The rate is \$5.35 per month and the monies are being used to fund the debt service on the Town Creek Culvert as well as maintenance and Watershed Master Plan projects.

Housing Fund

The Housing Fund is made up of the CDBG and HOME grants. The City will continue to keep an eye on federal legislation that would impact these grants.

Health Fund

With its Health Clinic and budget workshops, the City has seen a strong performance in its Health Fund during the last few years. The City has not seen a significant amount of rate increases, which have been projected in the market. The City has been able to reduce its employees' cost share from 84.3% last year to 82.7%. The City is in the middle of a three-year plan. If the City could get down to 80% that would put the City on the mark to be at the 80% cost share. In addition to some of the gains made through the Health Clinic and when the expansion of the Clinic is done, hopefully, there will be some benefits back to the Health Fund.



Vehicle Replacement Fund

These are dollars that are contributed from the General Fund and the Sanitation Fund to cover the overall replacement of the City's vehicles, approximately \$4.3 million is allocated for FY 2018-2019 and approximately \$4.7 million for FY 2019-2020. At least, over the next years, that could be moved to a 50% funding level. The City has only been contributing about 30% into the fund, which is not sustainable. The City is making efforts to try to increase that over the next two years and also make operational adjustments in-house in order to make sure that fund is kept sufficient over the next several years.

Council Member Smith asked whether the \$1 million that the City is saving with the zero interest bond is included in this budget.

Assistant City Manager Cowin responded that is correct. That allows the City to fund additional projects with concerns to the Stormwater Watershed Master Plan as well as the maintenance projects.

Mayor Connelly asked about why it is taking three years to spend the GO Bond money.

City Manager Wall responded that recognizing the capacity to get projects done, some of it is the timing of projects, for example, the West 5th Street improvements. It would be better to do the street improvements after the 10th Street Connector Project is completed. The combination of focusing, the initial phasing of getting some projects done, then waiting for the completion of other projects, and staff's capacity to get designs are contributing factors as well.

Assistant City Manager Cowin stated that the bond was approved by voters in November 2015, which was in the middle of the fiscal year. When leveraging \$15 million worth of debt, it has the potential to impact the budget. So the City Council and staff went through the budgeting process in the first half of 2016 for the 2016-2017 fiscal year, making sure the City was able to include the first half of the debt service without an increase in the property tax rate. That placed the City borrowing the first half in the Fall of 2016. It was almost a year between the approvals by the voters and marketing to borrow the first half of the debt plus the consideration of the engineering time contributed to that.

Mayor Connelly said that his concern is that the section of Arlington Boulevard between Memorial Drive and Red Banks Road has not been done. For two years, discussion has been about the section being in the design phase. In 2016, the question was asked about the cost per linear mile and that was \$100,000. The last Notes to Council that he read indicated it was \$130,000 per linear mile. Because the City Council has extended this further out, now the City is getting less for its money rather than the City had moved forward more expeditiously.

City Manager Wall responded there has been a lot of discussion with staff to insure that projects are done on the schedule identified. Certainly, the City has an aggressive workload for the next two fiscal years, and staff is working hard to get those funds spent.



Council Member Bell asked about the \$400,000 allocated for the Dickinson Avenue parking improvements as it relates to the plans and design for that project.

City Manager Wall responded that at this point, staff is trying to identify available land for public parking. Staff is not in the position to speak about the specifics but, hopefully, the City will be able to do that early in the fiscal year.

REVIEW OF MAY 10, 2018 CITY COUNCIL MEETING

The Mayor and City Council reviewed the agenda for the May 10, 2018 City Council meeting.

CITY MANAGER'S REPORT

City Manager Wall recognized the City of Greenville's Public Information Office (PIO) for receiving three North Carolina City/County Communicators *Excellence in Communications Awards*. The PIO staff members are Communications Manager Brock Letchworth, Communications Technician/Videographer Kelvin Thomas, and Communications Technicians Aaron Hines and Jordan Anders.

City Manager Wall stated that the City was placed first place in the TV or Video Instructional Video category for its Red Light Safety Camera video produced by Communications Technician/Videographer Thomas in collaboration with the Police and Public Works Departments. Also, the City received first place in the Printed Publications Annual Report category for the City's popular Annual Financial Report. The report was designed by Communications Technician Hines with the assistance of the Financial Services Department. Greenville received second place in the TV or Video Regular Programming category for its social media and cable news feature, City Scoop.

City Manager Wall recognized three City departments for receiving safety awards at the annual banquet. The Fire/Rescue Department received its second consecutive Silver Award. The Police Department received its sixth consecutive Silver Award and the administrative departments received their 16th straight year of the Gold Award.

City Manager Wall recognized and welcomed Byron Hayes as the Director of Financial Services.



COMMENTS FROM MAYOR AND CITY COUNCIL

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

CLOSED SESSION

Council Member Bell moved to enter closed session in accordance with G.S. §143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. Council Member Smiley seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in Closed Session at 7:38 p.m. and called a brief recess to allow the Council and staff time to relocate to Conference Room 337.

ADJOURNMENT

There being no further business before the City Council, 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 8:01pm.

Respectfully Submitted

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, AUGUST 9, 2018



A regular meeting of the Greenville City Council was held on Thursday, August 9, 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., after which he gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Ann Wall stated that Happy Trail Farms, LLC has requested that their rezoning request be continued to October 11th.

Council Member Smiley requested that the rezoning requested by Jeffrey Daniels and Timothy McCarthy be moved up on the agenda to immediately follow consideration of the Consent Agenda.

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

PUBLIC COMMENT PERIOD

Mayor Connelly opened the public comment period at 6:07 pm, explaining procedures which should be followed by all speakers.



Richard Harris – 116 Fort Sumter Drive

Mr. Harris stated he is a 24 year resident of the Lynndale Subdivision, which is zoned single-family residential. There are various online booking portals for short term rentals representing approximately 160 units in the greater Greenville area. Sixty of these units are in Greenville, with four being in his subdivision and 2 on his street. Mr. Harris opposes these short term rentals to people who are unknown and not vested in the neighborhood.

Bill Mitchum – 118 Fort Sumter Drive

Mr. Mitchum stated he is very much against the proliferation of residential single-family neighborhoods to commercial outcroppings. There are zoning ordinances in place, but things come up from time to time that need to be tweaked into those ordinances to protect the integrity and the value of residential neighborhoods.

Marion Blackburn – 802 River Hill Drive

Ms. Blackburn expressed concern over the cruelty exotic animals are subjected to when displayed for profit and for commercial purposes. Last year, the City Council passed an ordinance that would prohibit this display, then that ordinance was reconsidered. She asked that this Council revisit and pass that ordinance.

Roseanna King – 5180B Deveron Street

Ms. King spoke in favor of a Civilian Police Review Board, elected by the people, with full investigatory and subpoena power.

Dr. Yoshi Newman – 214 Quail Hollow Road

Dr. Newman stated she had planned to ask the City Council to consider tabling three of the rezoning rests on tonight's agenda. She said it is inappropriate when the City stacks its agenda with more items than will allow for appropriate citizen input. She hopes in the future, the City will maintain an agenda that allows for appropriate citizen input. She further expressed concern over the approval process for zoning requests, which never include reports on the impact on citizens or the environment.

John Joseph Laffiteau – University Inn & Suites

Mr. Laffiteau stated expressed concern about a personnel matter at the East Branch of Sheppard Memorial Library in which he feels his conduct was misinterpreted and a wrongful pattern was assigned to his behavior. The former City Attorney informed him that there was no film evidence to back up what the staff said, and to the best of his knowledge, no patrons of the Library complained about his conduct. He is requesting that he and Library staff members take polygraph tests.

Glenn E. Johnson – 459 Williamston Drive – Winterville

Mr. Johnson stated he was a native of the Jersey Shore and relocated to Winterville in 2014. As a Veteran, who has previously served as both a police officer and a fireman, his mission now is to be of service to the community. He is host of the Glenn Johnson Show on Awesome Radio 106.9 and would like to invite members of the City Council to appear on



his show, with the caveat that anyone running for office would need prior approval to appear.

Steve Rice – Address Illegible

Mr. Rice spoke about the American flag and the myriad ways in which people pay respect to the flag and say the Pledge of Allegiance. He referred specifically to the phrase “with liberty and justice for all”. Sadly, there have been institutions in the country that do not and have never practiced justice for all. As elected officials, it is this body’s duty to meet the needs of the people, and by people, he means human beings. To do this, one must have love for the people. He asked that their words become deeds that meet needs.

Caleb Burroughs – 2106 E. 4th Street

Mr. Burroughs stated he lives in Council Member Bell’s district and would like to address growing up. He has been in Greenville as a student at ECU for three years and has learned much about personal reflection and accountability. Part of growing up is understanding that we all have flaws. Greenville has divided itself along the train tracks leaving a very obvious divide between East and West Greenville. Part of the problem comes from the way people are policed and that is why he believes Greenville needs a Citizens Review Board to hold good police members accountable. To say that the police have extra powers, including the right to kill, even off duty, is an understatement. Sometimes it is justified, but most of the time it is not, and he believes a Citizens Review Board will provide the needed accountability.

Willow Mercado – 2907 Cedar Creek Road

Ms. Mercado stated she is speaking in solidarity with friends, neighbors and the Coalition Against Racism to support the need for a Civilian Police Review Board. She read a statement entitled “Walking While Black, Looking Suspicious” that was written by a woman who wishes to remain anonymous lest she be targeted.

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

- Jeni Grant – No Address or Topic Given
- Dedan Waciuri – No Address Given – Topic: Civilian Police Review Board
- Don Cavellini – 101 Lancaster Drive – Topic: Civilian Police Review Board
- Gregory Hemby – 740 SE Greenville Boulevard – Topic: Civilian Police Review Board
- John Midgett – No Address Given – NC Police Benevolent Association/Police Support
- Jermaine McNair – No Address Given – Topic: Police Review Board
- Linda Bunch – 202 Harmony Street – Topic: Citizens Review Board

Having concluded the allocated 30 minutes for the public comment period, Mayor Connelly closed the public comment period at 6:38 pm.



SPECIAL RECOGNITIONS

SCOTT LASCALLETTE – POLICE DEPARTMENT RETIREE

City Manager Ann Wall and Chief of Police Mark Holtzman recognized Scott Lascallette on the occasion of his retirement following 15 years and 2 months service to the City of Greenville Police Department. Ms. Wall noted his service to Greenville was after serving 20 years with the US Coast Guard and working with the ECU Police Department.

AWARD FROM GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR OUTSTANDING ACHIEVEMENT IN POPULAR ANNUAL FINANCIAL REPORTING

Mayor Connelly recognized City staff for their excellent work in producing this year's Popular Annual Financial Report, which provides a user-friendly summary of the City's financial position and serves as a supplement to the Comprehensive Annual Financial Report. The report is available online. The 2017 report recently earned the award for Outstanding Achievement in Popular Annual Financial Reporting from the Government Finance Officers Association. It was also voted the top printed annual report in the State by the North Carolina City and County Communicators during their conference held in April. It was a team effort by members of the City Manager's Office and the Financial Services Department, and he would like to individually recognize City Manager Ann Wall, Assistant City Manager Michael Cowin, Financial Services Director Byron Hayes, Budget Analyst Shelley Leach and Communications Technician Aaron Hines.

RECOGNITION OF GREENVILLE NOON ROTARY FIELD OF HONOR PROJECT

Recreation and Parks Director Gary Fenton stated that many years ago, a mentor of his told him the best way to get something done is to help someone else do it. That has been the case with the Field of Honor at Town Common, with the first year theme of "The Heroes in our Lives". Although Recreation and Parks has been aware of the Fields of Honor across the country, they were not in a position to sponsor and initiate one themselves. In the spring of 2018, the Greenville Noon Rotary made a proposal to host the City's first Field of Honor at Town Common, opening just before Memorial Day and remaining open until the weekend after Independence Day. It was a team effort shared by the Noon Rotary, the City of Greenville and the Greenville Utilities Commission, as well as a great many sponsors from across the community. The 500 flags made a very touching display.

Mr. Fenton asked that the Noon Rotary President Jack Butner, Steven Walsh and any other Rotary members present come forward while the City Clerk distributes mementos of the occasion.



Mayor Connelly expressed thanks to the Noon Rotary representatives present and presented President Butner with a plaque commemorating the City's appreciation for their support of the inaugural Field of Honor, noting that it was a beautiful display.



APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Board of Adjustment

Mayor P.J. Connelly recommended that Dillon Godley be appointed to a first three-year term that will expire June 2021 in replacement of Richard Winkler. A motion was made by Council Member Bell to that effect, seconded by Council Member Smith, and it carried unanimously.

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

Community Appearance Commission

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

Environmental Advisory Commission

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



Greenville Bicycle & Pedestrian Commission

Council Member Bell made a motion to appoint Daniel Hemme to fill an unexpired term that will expire January 2021 in replacement of Bryson White, who had resigned. Council Member Smiley seconded the motion, which carried unanimously.

Greenville Utilities Commission

Council Member Litchfield made a motion to accept the County's recommendation to reappoint Vance Overton to a second three-year term that will expire June 2021. Council Member Bell seconded the motion and it carried unanimously.

Historic Preservation Commission

Council Member Litchfield continued the appointment for Jordan Koonts' seat.

Housing Authority

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

Human Relations Council

Mayor Pro-Tem Glover continued all appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer continued the recommendation of Kenneth Ross' seat.

Planning & Zoning Commission

Council Member appointed Kevin Faison to a first three-year term that will expire May 2021 in replacement of Margaret Reid. Council Member Bell seconded the motion and it carried unanimously.

With the appointment of Kevin Faison to the board, the Order of Elevations was enacted as outlined in the City's Board and Commission Policy, elevating Max Joyner, III to a regular member, Christopher West to the Alternate 1 position, and Kevin Faison to the Alternate 3 position.

Police Community Relations Committee

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

Recreation & Parks Commission

Council Member Smith made a motion to appoint Saroija Durant-Moore to a first three-year term that will expire May 31, 2021, in replacement of Audrey Gates Nealy, who was no longer eligible to serve. Council Member Bell seconded the motion and it carried unanimously.

Council Member Glover made a motion to appoint Ebonee Downey to fill an unexpired term that will expire May 31, 2020, in replacement of JuQuon Whitaker, who had resigned. Council Member Bell seconded the motion and it carried unanimously.



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

Youth Council

Mayor Pro-Tem Glover made a motion to appoint Tamieya Sherrod to fill an unexpired term that will expire September 2018. Council Member Litchfield seconded the motion and it carried unanimously.

Mayor Pro-Tem Glover continued all remaining appointments.

CONSENT AGENDA

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

RESOLUTION UPDATING THE CITY’S AGENTS FOR FEMA FUNDS FOR HURRICANE MATTHEW – (Resolution No. 029-18)

RESOLUTION FOR THE REDEMPTION OF GREENVILLE UTILITIES COMMISSION SERIES 2008A BONDS – (Resolution No. 030-18)

ENCROACHMENT AGREEMENT WITH CONTERRA ULTRA BROADBAND, LLC

AGREEMENT WITH CSX TRANSPORTATION, INC. FOR SERVICES ASSOCIATED WITH CONSTRUCTION OF THE SOUTH TAR RIVER GREENWAY PHASE 3 FROM PITT STREET TO NASH STREET

REPORT ON BIDS AND CONTRACTS AWARDED

VARIOUS TAX REFUNDS GREATER THAN \$100

Upon motion by Council Member Smiley and second by Council Member Bell, the City Council voted unanimously to approve all items on the consent agenda.

NEW BUSINESS

PUBLIC HEARINGS

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])

Planner Chantae Gooby stated that Jeffrey Daniels and Timothy McCarthy have requested 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]).

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 98 trips to and from the site on East 5th Street, which is a net increase of 84 additional trips per day. Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 98 trips to and from the site on East 10th Street, which is a net increase of 84 additional trips per day. During the review process, measures to mitigate the traffic will be determined.

The subject property has been in the city limits since 1969 and was zoned R9. In 2005, the subject property was rezoned to its current zoning (R9S - single-family only) as part of a large-scale city-initiated rezoning. Water and Sanitary Sewer are available. There are no known historical or environmental conditions/constraints on this property.

The property is currently vacant. Under the current zoning, Ms. Gooby stated under the current zoning, the site could accommodate one (1) single-family residence. Under the proposed zoning, the site could accommodate a private parking lot containing 25-30 spaces. The anticipated build-out time is within one (1) year.

Surrounding land uses and zoning are as follows:

North: R9S - East Carolina University parking lot

South: R9S - One (1) single-family residence

East: R9S - One (1) single-family residence (under common ownership of applicant)

West: OR - East Carolina University Main Campus

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 deny the request at its May 15, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 7:19 pm



and invited anyone wishing to speak in favor to come forward.

Mike Baldwin – No Address Given

Mr. Baldwin, speaking on behalf of the applicants, stated there were two words he wished could be taken out of the dictionary tonight, and those are “parking lot”. After the Planning Board meeting, Mr. Daniels met with the Maxwells, Mr. Wacker and three other members of the Tar River University Neighborhood Association (TRUNA) to discuss possible alternatives. He is concerned about their concerns. In reading from an email sent to him by Mr. Daniels, Mr. Baldwin said Mr. Daniels told them given their concern and opposition to a parking lot, they would not go in that direction. He asked their thoughts on a duplex design he had sent to them. Things went quiet and it was clear they were not there to discuss possible alternatives. Ann (Ms. Maxwell) asked that they just keep the land unchanged. The meeting ended with smiles, but was not at all productive.

Mr. Baldwin showed photographs of the site, as well as Mr. Daniels’ house to the east of the lot. He has done many upgrades to the house, including a new roof, totaling about \$20,000. He also showed photos of ECU’s building parking lot located within just a few feet of the subject lot.

The Comprehensive Plan called for OR at this location and that is the zoning they have requested, but it appears they have stirred up a hornet’s nest. They feel a duplex is most appropriate there. Fifty percent of this area is rental property. A duplex is a permitted use in OR zoning, but a single-family dwelling is not. Parking lots are permitted by special permit only. Mr. Baldwin discussed a number of possibilities for zoning classifications and what would or would not be allowed therein based on the size of the lot. He feels R6N makes the most sense. It does not allow parking lots, but has higher setback requirements than OR and will allow a duplex on property this size. Unfortunately, R6N does not meet the Comprehensive Plan. He asked if it is possible to amend their request tonight.

Chantae clarified that what Mr. Baldwin was referring to was not R6N. It is R6A, with the RU overlay.

Council Member Smiley stated Mr. Baldwin has, on a number of occasions, come before Council to request an amendment to the Land Use Map, then come back at a later time requesting a rezoning that would comply with the changed map. He suggested perhaps a path forward would be to withdraw this request and take that approach.

City Attorney Emanuel McGirt stated Mr. Baldwin cannot amend his request tonight before Council. The Planning and Zoning Commission has to comment on each proposed zoning map amendment before it is presented to Council.

Mr. Baldwin stated he would like to withdraw the request before Council at this time.



Although the request to rezone was withdrawn by the applicant, the City Council felt it was appropriate to afford those who came in opposition to this rezoning to speak since there was an opportunity given to speak in favor. Therefore, Mayor Connelly invited comment in opposition.

Hap Maxwell – 1506 E. 5th Street

Mr. Maxwell stated he has been in his home since 1983 and he currently serves as President of TRUNA. When he received the letter in the spring indicating the proposed rezoning and he saw on the map that this lot was carved out and lumped in with the University property, he felt it had to be a mistake. It showed that a portion of their neighborhood with three single-family homes and a vacant lot had somehow all been put in with ECU's classification and zoning. He shared the information with TRUNA neighbors. In 2000, they were all invited to an Open House for ECU's Campus Plan unveiling. They said they intended to expand by approximately 100 acres to include new building space, parking lots or decks and playing fields. They were horrified when they got to this unveiling to see that the plan showed their neighborhood being totally owned by ECU. Residents of TRUNA went into survival mode and started a campaign called Save Our Neighborhood, and after a year of hard work, they convinced ECU to drop their plans to expand to the East. Including this area as part of ECU's natural progression simply doesn't make sense. He requested that this rezoning request be denied and asked all those present who opposed the rezoning to please stand. A large percentage of the audience did so.

Ann Maxwell – 1506 E. 5th Street

Ms. Maxwell said her family has lived in a single-family home next to a parking lot for 35 years. It's not that bad. She was on the Horizons: 2026 Committee and attended every meeting. She was stunned when she saw the Future Land Use and Character Map for her neighborhood. Her guess is that the reason this little area got marked out as purple (same zoning as the ECU property across the street) is because in 1969, Mrs. Carl Adams, who at that time owned the house where she and her husband now live, gave two small portions of the back her home to the University for a playground for the ECU Nursery program. She asked that it never be used for anything other than a playground, but the request was only by word of mouth. That request was never recorded.

Mike Barnum – Maple Street

Mr. Barnum said Horizons: 2026 and the Future Land Use Plan are great guidelines. There is information to assist in making decisions, but there are also numerous policies in the plan that do not support this rezoning request. He cited many of these to explain his reasoning. He stated this request is not in the public's best interest.

Laurie Vainwright – Maple Street

Ms. Vainwright stated they own three homes on Maple Street. They live at the bottom of the hill where Maple Street and 10th Street intersect. She is concerned about increased traffic and flooding, and noted that two of their three homes have already flooded. She



asked that the Council not approve any change that would increase traffic or flooding potential.

John Gresham – Maple Street

Mr. Gresham stated his family has lived on Maple Street since 1985. He doesn't have pretty pictures or slides, but he invites the Council to drive down Maple Street. It is a beautiful street with very unique houses and huge oak trees. He asked that Council picture their own neighborhoods and their homes, with a duplex going in a couple doors down. He doesn't see a lot of public interest other than the people here who are opposed to this request.

Susan Redding – 601 S. Elm Street

Ms. Redding said the remarks she would share tonight were put together by Dr. John Wacker and herself. She and her husband have lived in their house for 30 years, and John and his wife have lived in theirs, across the street from her at 600 S. Elm Street, for about 20 years. She said she wanted to reiterate some of Mr. Gresham's remarks noting their neighborhood is a great place to live. They feel approval of this rezoning request would have a profound negative effect on the character of the neighborhood. People work hard to maintain their yards, houses and the neighborhood. There are 47 lots in this neighborhood and much of it is rental property, but many of those properties are owned by people who live in the neighborhood, so they are trying to keep the character of the neighborhood alive.

Bill Redding – 601 S. Elm Street

Mr. Redding, who brought his guitar, sang Joni Mitchell's "Big Yellow Taxi"

Libby Knott – 1908 E. 6th Street

Ms. Knott said tonight has been confusing in terms of exactly what is being proposed. Either way, she is opposed to rezoning in this area. This lot is clearly part of a long-standing, stable neighborhood. The photos shown were facing West and displayed the parking lots and buildings. What you did not see were photos facing East that show a stable neighborhood with lawns well-kept and nicely maintained homes. The City Council represents all the citizens of Greenville, and this rezoning would be for the benefit of only a few to the detriment of the others.

Beverly Harris – No Address Given

Ms. Harris said much has been said about the environmental impact of the rezoning request, but building a single-family home on this lot would greatly increase the income Greenville receives from property tax.

Hearing no one else wishing to speak in opposition, Mayor Connelly closed the public hearing at 8:06 pm.

Upon motion by Council member Litchfield and second by Council Member Bell, the City Council voted unanimously to accept the applicant's request to withdraw the request 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]) and to refer the matter to Staff for recommendations for amendment to the Future Land Use Plan.

ORDINANCE TO ANNEX GREENVILLE AUTO AUCTION SITE, LLC INVOLVING 39.97 ACRES LOCATED NEAR THE NORTHWESTERN CORNER OF THE INTERSECTION OF DICKINSON AVENUE AND BROMPTON LANE – (Ordinance No. 18-040)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. The property is currently vacant with no population, and no population is expected at full development. Current zoning is CH (Heavy Commercial), with the proposed use being a 17,500 square feet of Greenville Auto Auction. Present tax value is \$1,485,435, with tax value at full development estimated at \$3,235,435.

Mayor Connelly declared the public hearing for the proposed annexation open at 8:18 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 8:19 pm.

Mayor Pro-Tem Glover moved to adopt the ordinance to annex Greenville Auto Auction Site, LLC involving 39.97 acres located near the northwestern corner of the intersection of Dickinson Avenue and Brompton Lane. Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX THE STUART MICHAEL EDWARDS PROPERTY INVOLVING 2.027 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF PORTERTOWN ROAD AND EASTERN PINES ROAD – (Ordinance No. 18-041)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Grimesland Township in voting district #4. The property currently has no population, and no population is expected at full development. Current zoning is CN (Neighborhood Commercial), with both the current and proposed use being 3,120 square feet of commercial space. Present tax value is \$141,516, with tax value at full development estimated at \$141,516.

Mayor Connelly declared the public hearing for the proposed annexation open at 8:21 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 8:22 pm.



Council Member Smiley moved to adopt the ordinance to annex the Stuart Michael Edwards property involving 2.027 acres located at the southwestern corner of the intersection of Portertown Road and Eastern Pines Road. Council Member Bell seconded the motion, which passed by unanimous vote.

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 – (Ordinance No. 18-042)

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 undeveloped with no population, and no population is expected at full development. Current zoning is CG (General Commercial), with the proposed use being 2,570+/- square feet of commercial space. Present tax value is \$418,176, with tax value at full development estimated at \$675,176.

Mayor Connelly declared the public hearing for the proposed annexation open at 8:23 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 8:24 pm.

Council Member Bell moved to adopt the 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. Council Member Smiley seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX THE GREENVILLE UTILITIES COMMISSION OPERATIONS CENTER INVOLVING 86.81 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF MARTIN LUTHER KING, JR. HIGHWAY AND NC HIGHWAY 43 – (Ordinance No. 18-043)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Faulkland Township in voting district #1. The property is currently vacant with no population, and no population is expected at full development. Current zoning is CH (Heavy Commercial), with the proposed use being 120,000+/- square feet of public utility space. Present tax value is \$0 (tax exempt), with tax value at full development estimated at \$0 (tax exempt).

Mayor Connelly declared the public hearing for the proposed annexation open at 8:25 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 8:26 pm.



Council Member Smiley moved to adopt the ordinance to annex the Greenville Utilities Commission Operations Center involving 86.81 acres located at the southwestern corner of the intersection of Martin Luther King, Jr. Highway and NC Highway 43. Council Member Bell seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY THE CITY OF GREENVILLE TO REZONE 0.10+/- ACRES (4,356 SQUARE FEET) LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF ROOSEVELT AVENUE AND 75+/- FEET SOUTH OF WEST 5TH STREET FROM R6 (RESIDENTIAL) TO CDF (DOWNTOWN COMMERCIAL FRINGE) – (Ordinance No. 18-044)

Planner Chantae Gooby stated the City of Greenville has requested to rezone 0.10+/- acres (4,356 square feet) located along the eastern right-of-way of Roosevelt Avenue and 75+/- feet south of West 5th Street from R6 (Residential) to CDF (Downtown Commercial Fringe).

Based on the possible uses permitted by the requested rezoning, an increase in density is not anticipated, therefore a traffic report was not generated.

In 1969, the property was zoned to its current zoning. Water and Sanitary Sewer are available. The property is located in the Harris Mill Run/Schoolhouse Branch Watershed. Since the property is less than 0.5 acres, stormwater rules will not apply. There are no known historical conditions/constraints on this property.

Under the current zoning, Ms. Gooby stated the property contains one (1) duplex building. Under the proposed zoning, staff would anticipate recombining with the adjacent property which is also City-owned to allow additional space for an existing single-family home. The anticipated build-out time is within one year.

Surrounding land uses and zoning are as follows:

North: CDF - One (1) single-family residence (City-owned)

South: R6 - One (1) vacant lot (City-owned)

East: CDF - One (1) vacant lot (City-owned)

West: R6 - 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 July 17, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 8:31 pm and invited anyone wishing to speak in favor to come forward.

Tiana Berryman – No Address Given

Ms. Berryman, who is the new Housing Administrator in Community Development, stated the intent of combining these two lots is to allow for a driveway on the Roosevelt Street side of the home, rather than on the busier 5th Street side.

Council Member Smith asked what the plans were for the home, noting that the roof was recently redone.

Ms. Berryman stated CDBG funds were used for the roof and for painting. They are evaluating uses and have determined it will either be for a low to moderate income household for the purpose of purchase or to benefit a public service. She anticipates a decision in the next month or two.

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 8:33 pm.

Council Member Bell moved to adopt the Ordinance requested by the City of Greenville to rezone 0.10+/- acres (4,356 square feet) located along the eastern right-of-way of Roosevelt Avenue and 75+/- feet south of West 5th Street from R6 (Residential) to CDF (Downtown Commercial Fringe). Council Member Smiley seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY GARY L. WARREN, TRUSTEE OF THE GARY L. WARREN REVOCABLE TRUST, ET AL. TO REZONE 130.6 ACRES LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF MARTIN LUTHER KING, JR. HIGHWAY AND OLD CREEK ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL), I (INDUSTRY) AND IU (UNOFFENSIVE INDUSTRY) TO PIU (PLANNED UNOFFENSIVE INDUSTRY) – (Ordinance No. 18-045)

Planner Chantae Gooby stated Gary L. Warren, Trustee of the Gary L. Warren Revocable Trust, et. al., has requested to rezone 130.6 acres located at the northeastern corner of the intersection of Martin Luther King, Jr. Highway and Old Creek Road from RA20 (Residential-Agricultural), I (Industry) and IU (Unoffensive Industry) to PIU (Planned Unoffensive Industry).

Based on the analysis comparing the existing zoning (4,308 daily trips) and requested rezoning, the proposed rezoning classification could generate approximately 2,880 trips to



and from the site on Old Creek Road, which is a net decrease of 1,428 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) as part of a large-scale ETJ extension and was zoned to its current zoning. The subject property is located in the Recognized Industrial Area. Water and Sanitary Sewer are available. There are no known historical conditions/constraints on this property. The subject property is located in the Moyes Run / Cannon Swamp Watershed. Under stormwater rules, 10-year detention may apply.

The property is currently used as farmland, but under the current zoning, the site could accommodate 390 single-family lots and 150,800 square feet of pharmaceutical manufacturing. Under the proposed zoning, the site could accommodate 754,000 square feet of pharmaceutical manufacturing. The anticipated build-out is within 2-3 years.

Surrounding land uses and zoning are as follows:

North: I and IU - Hyster-Yale Group

South: RA20, IU and CH - Farmland; CG (county zoning) - Old Creek Mini-storage

East: PIU and IU - Vacant

West: I - Vacant

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 July 17, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 8:38 pm and invited anyone wishing to speak in favor to come forward.

Jim Walker – No Address Given

Mr. Walker, speaking on behalf of the Warren family, described the location of the property and stated the intent to bring this property in with the Indigreen Corporate Park expansion.



Brad Hufford – No Address Given

Mr. Hufford, speaking on behalf of the Pitt County Development Commission, stated they are in support of this rezoning request because it will provide additional land for them to market for industrial use. It is fitting with the nature of the area as an industrial zone.

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 8:40 pm.

Council Member Meyerhoeffer moved to adopt the ordinance to rezone 130.6 acres located at the northeastern corner of the intersection of Martin Luther King, Jr. Highway and Old Creek Road from RA20 (Residential-Agricultural), I (Industry) and IU (Unoffensive Industry) to PIU (Planned Unoffensive Industry). Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY SALVATORE PASSALACQUA TO REZONE 0.220 ACRES (9,583 SQUARE FEET) LOCATED AT THE NORTHWESTERN CORNER OF THE INTERSECTION OF DICKINSON AVENUE AND COLUMBIA AVENUE FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO CD (DOWNTOWN COMMERCIAL) – (Ordinance No. 18-046)

Planner Chantae Gooby stated Salvatore Passalacqua has requested to rezone 0.220 acres (9,583 square feet) located at the northwestern corner of the intersection of Dickinson Avenue and Columbia Avenue from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial).

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 360 trips to and from the site on Dickinson Avenue, which is a net increase of 350 additional trips per day. During the review process, measures to mitigate the traffic will be determined.

In 1969, the property was zoned to its current zoning. Water and Sanitary Sewer are available. There are no known historical conditions/constraints on this property. The property is located in the Harris Mill Run / Schoolhouse Branch Watershed. Since the property is less than 0.5 acres, stormwater rules will not apply.

Under the current zoning, the property is vacant. Ms. Gooby stated under the current zoning, the site could accommodate one single-family lot. Since the proposed zoning (CD) allows zero (0) lot line building construction and non-residential uses are exempt from parking requirements, staff would anticipate 4,000 square feet of restaurant space. Staff does not anticipate a change in intensity to the site, but views this rezoning as allowing greater flexibility in the use of the property. The anticipated build-out time is within one year.



Surrounding land uses and zoning are as follows:

North: CDF - One (1) single-family residence

South: CDF - Taylor Warehousing and Dickinson Avenue Auto and Tire Service

East: CDF - Temple of Zion International Ministries and one (1) vacant lot

West: CDF - 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 July 17, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 8:44 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 8:45 pm.

Council Member Bell moved to adopt the ordinance to rezone 0.220 acres (9,583 square feet) located at the northwestern corner of the intersection of Dickinson Avenue and Columbia Avenue from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial). Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY THE IMPERIAL BUILDING, LLC AND SAAD RENTALS, LLC TO REZONE 0.428 ACRES (18,644 SQUARE FEET) LOCATED AT THE SOUTHEASTERN CORNER OF THE INTERSECTION OF DICKINSON AVENUE AND WEST 9TH STREET FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO CD (DOWNTOWN COMMERCIAL)

– (Ordinance No. 18-047)

Planner Chantae Gooby stated The Imperial Building, LLC and Saad Rentals, LLC have requested to rezone 0.428 acres (18,644 square feet) located at the southeastern corner of



the intersection of Dickinson Avenue and West 9th Street from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial).

Currently, there are commercial buildings located on-site. Since the proposed zoning (CD) allows zero lot line building construction and non-residential use are exempt from parking requirements, staff does not anticipate a change in intensity to the site. Therefore, a traffic volume report was not generated. During the review process, measures to mitigate the traffic will be determined.

In 1969, the property was zoned to its current zoning. Water and Sanitary Sewer are available. The subject properties are located in the National Register Tobacco Warehouse Historic District. This is an honorary designation that does not regulate the appearance of structures contained within the district. The property is located in the Harris Mill Run / Schoolhouse Branch Watershed. Since the property is less than 0.5 acres, stormwater rules will not apply.

Under the current zoning, Ms. Gooby stated the property has two (2) buildings containing retail, restaurant and residential space (19,108 square feet).

Surrounding land uses and zoning are as follows:

North: CD - Two (2) vacant parcels (City-owned)

South: CDF - Three (3) NCDOT-owned parcels

East: CDF - One (1) NCDOT-owned parcel

West: No west side due to the shape of the property

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 July 17, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 8:50 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 8:51 pm.

Council Member Bell moved to adopt the ordinance to rezone 0.428 acres (18,644 square feet) located at the southeastern corner of the intersection of Dickinson Avenue and West 9th Street from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial). Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO REZONE A TOTAL OF 60.895 ACRES LOCATED BETWEEN BELVOIR HIGHWAY AND SUNNYBROOK ROAD FOR TRACT 1 AND AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF BELVOIR HIGHWAY AND REDMOND LANE FOR TRACT 2 FROM RA20 (RESIDENTIAL-AGRICULTURAL) AND CG (GENERAL COMMERCIAL) TO I (INDUSTRY) FOR TRACT 1 - 51.035 ACRES AND CH (HEAVY COMMERCIAL FOR TRACT 2 - 9.860 ACRES -
(Continued to October 11th)

OTHER ITEMS OF BUSINESS

CONSIDERATION OF THE JOB CREATION GRANT PROGRAM

Senior Economic Developer Christian Lockamy stated that City staff has presented various drafts of the Job Creation Grant Program to the City Council Economic Development Committee (CCEDC) and the City Council, in both 2017 and 2018, incorporating their feedback into each revision. The purpose of the Job Creation Grant program is to encourage the creation and expansion of new and existing businesses and jobs within the City of Greenville. The grant provides funding to businesses based on new full-time jobs created and an increase in tax base. Mr. Lockamy stated the proposed grant program contains three options for incentivizing companies that are locating or expanding in Greenville:

- The Full-time Job Creation Option was created for companies that are making a taxable investment of at least \$500,000 and hiring at least 25 new full-time employees. This funding option applies to both the Greenville City Limits and ETJ. Grant amounts are \$1,000 per new full-time employee with a maximum annual installment of \$100,000. This option contains a 3-tier structure that provides a larger incentive to companies that have elevated job levels by increasing the number of annual installments between two and five.
- The Property Tax Investment & Full-time Job Creation Option was created for companies that are making a taxable investment of at least \$500,000 and hiring at least 50 new full-time employees. This funding option applies to the Greenville City Limits only. This grant option provides companies with an incentive based on fulltime job creation and taxable investment. Grant amounts are based on 50-75% of the



increase in property taxes generated by the investment and last three to seven years with a maximum installment of \$150,000. Under this grant option, the City Council will select the exact percentage of property taxes (between 50-75%) and the number of annual installments.

- The Economic Development Investment (EDI) Zone Option was created for businesses that are making a taxable investment of at least \$300,000 and hiring at least 15 new full-time employees within a prioritized area of the city. EDI Zones are priority areas within the City of Greenville that are established to promote economic development. These areas represent designated revitalization areas, growing areas of the city, and gateways into the community. Grant amounts are based on 75% of the increase in property taxes generated by the investment and last between three and seven years, with a maximum annual installment of \$150,000. Under the EDI Zone option, City Council will select the number of annual installments that help determine the total grant amount. This decision will be based on how well the project supports the goals and initiatives of the City Council and the overall impact the project could have.

The Job Creation Grant Program contains information about overall eligibility, the policy rationale, eligible geography, program guidelines and requirements, wage rates, terms and grant amounts, and claw-back provisions. In addition, the policy also includes the steps a company would need to navigate, as well as a scoring system to better understand the impact of the proposed company's location or expansion. Prior to any funding decision being made about a company relocation or expansion, an economic impact analysis will be completed. Mr. Lockamy stated the FY 2018-2019 Budget includes an appropriation of \$100,000 to fund the proposed Job Creation Grant Program.

Upon motion by Council Member Smiley and second by Council Member Bell, the City Council voted unanimously to adopt the Job Creation Grant Program.

DISCUSSION OF TOWN COMMON ALCOHOL ORDINANCE

Assistant City Manager Michael Cowin stated that City Ordinance 12-1-2 regulates the sale of malt beverages and unfortified wine in accordance with the City's policy and procedure. By regulate, it refers to who can serve it, where it can be served and how it can be served. State law does not allow local units to regulate the sale of fortified wine and liquor, which are regulated by the State. The State does allow a special one-time permit for the sale of fortified wine and liquor [G.S. §18B-1002(a)(2)] issued by the NC ABC Commission. It may be issued to a non-profit organization for a single fund-raising event, which would allow them to sell fortified wine and liquor on the Town Common as part of that event.

Mr. Cowin stated the non-profit organization would need to complete an agreement with the City to lease or rent the Town Common for their event and that lease agreement would allow for that sale of fortified wine and liquor with certain restrictions. He gave the following example of those restrictions, noting the list is not all-inclusive:



CITY OF GREENVILLE LEASE / RENTAL RESTRICTIONS

- **Nonprofit Must be the Event Sponsor (i.e. Compliance w/ Special One-Time Permit)**
- **Sale/Consumption Only Allowed in Designated Area (Alcohol Zone)**
- **Sale and Service No Later than 10 P.M.**
- **At Least 2 Police Officers Required to be Present in Alcohol Zone (Paid for by Nonprofit)**
- **Must Have Liquor Liability Insurance**

Council Member Bell stated he asked that this be on the agenda in an effort to help activate Town Common. When someone wants to host an event and draw big-name entertainment, the sale of alcoholic beverages helps to offset the cost and generate revenue and profit.

Upon motion by Council Member Litchfield and second by Council Member Bell, the City Council voted unanimously to direct staff to draft a policy and procedure for their consideration related to the sale/consumption of fortified wine and liquor at Town Common.

DISCUSSION ON REGULATION OF SHORT-TERM RENTAL PROPERTIES

City Attorney Emanuel McGirt stated several residents of the Lynndale Subdivision have indicated properties in their neighborhood are being used as short-term rentals and at least one of those properties is advertised on the Airbnb site. The complaint is that these rentals have impacted quality of life by having cars parked in front of the homes and much noise coming from these properties.

Mr. McGirt stated there is a zoning ordinance provision in the City Code that may apply to this matter. Lead Planner Michael Dail will talk about what other NC cities have done to regulate Airbnb properties or short-term rentals. The Cities of Asheville and Wilmington have adopted regulations related to short-term rentals. The dividing line is in treating a residential short-term rental as a commercial use when the rental is for 30 days or less.

A property owner has a right to rent out their single-family home, but if you rent for less than 30 days, the home is being used like a hotel or bed and breakfast. Section 9-4-22 of the City Code provides that room renting is permitted by right in all residential zoning districts in owner-occupied, single-family dwellings. The owner-occupant may allow no more than two persons outside the family to reside in the dwelling and rent a room. There are parking requirements, such as two spaces for a single-family home, and one space per person in addition to the residential requirement. There may be other codes which apply



as well, such as noise ordinances, weeds and trash, etc. The City could send out a Code Officer to evaluate what is going on in Lynndale Subdivision.

Mr. Dail stated give cities in North Carolina have adopted ordinances dealing with short-term rentals – Asheville, Blowing Rock, Brevard, Cornelius and Wilmington. Raleigh has proposed an ordinance, but it has not yet been adopted. Ordinance development in the two larger cities has been a two year process in both jurisdictions. In Asheville, they hired a full-time person to handle short-term rentals. Both cities have created definitions for home stays and short term vacation rentals. A home stay is an occupied unit where they rent out bedrooms. A short term rental is an unoccupied property where someone rents out the entire property. Both cities require annual registration.

Mr. Dail said home stays in Asheville are allowed in all residential districts. Short term rentals are only allowed in the districts that allow hotels. In Wilmington, home stays are allowed in all residential and historic districts, but they do have spacing requirements of one per block. Whole house lodging is also permitted only in districts that allow hotels, but their Council plans to consider the matter for residential districts in October. Both cities impose additional parking requirements and have provisions to require owners to carry insurance. In Wilmington, there are also limitations on occupancy. Asheville has no occupancy limit for home stays, but only two bedrooms can be rented out. There is an on-site host requirement for the home stays in both cities. Wilmington has created a penalty system in which the registration for a property having three violations of the City’s Code within a year period can be terminated and it cannot be renewed again for three years.

CITY MANAGER’S REPORT

City Manager Ann Wall recognized recent retirees: Robert Hunt, Clayton Brock, Michael Cherry, Sylvia Horne and Patricia Roach.

She expressed thanks to the Greenville Police Department for the Night Out Against Crime, Inner Banks Media for the Concert on the Common and the Recreation and Parks Department for their 45th season of Sunday in the Park.

She then introduced the new Community Development Director, Tom Barnett.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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



ADJOURNMENT

Council Member Smiley moved to adjourn the meeting, seconded by Council Member Bell. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 10:02 pm.

Respectfully submitted,

A handwritten signature in black ink that reads "Carol L. Barwick".

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, AUGUST 20, 2018



A regular meeting of the Greenville City Council was held at 6:00 pm, on Monday, August 20, 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. Council Member Brian V. Meyerhoeffer, Jr. asked those present to observe a moment of silence, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

Council Member Kandie D. Smith

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Wall requested that one item be removed entirely from the Consent Agenda, specifically, the resolution declaring six Public Works vehicles as surplus and authorizing disposition by electronic auction.

Council Member Smiley requested to add an appointment to a board/commission at the end of the agenda items.

Council Member Meyerhoeffer requested to remove one item listed under the Consent Agenda for separate discussion, specifically, an award of a pre-event contract for Debris Management and Removal Services in the event of a natural disaster.

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

PUBLIC COMMENT PERIOD



Suzanne Creech – 1801 South Charles Boulevard, Greenville, NC

Ms. Creech made comments regarding the request for Greenville to establish a citizen police review board, stating that the Greenville Police Department (GPD) has done a great job of policing itself and holding police officers accountable. There is no need to have individuals with no knowledge of the laws and regulations to govern the City's law enforcement.

Ms. Creech stated that in the recent few months, there has been a significant decrease in law enforcement activity within Greenville. Good officers are being put on desk duty with no ongoing investigation against them for their safety. This is at the direction of the GPD's leadership, which is a direct reflection of the actions brought on by one of the members of the Greenville City Council.

Ms. Creech asked the City Council to put this issue to rest and to protect the police officers and the City and its citizens.

Lynita Dorsey - PO Box 565, Farmville, NC

As a stalker victim, Ms. Dorsey stated that when she relocated to Greenville, she informed the Greenville Police Department about her being threatened in Forsyth County as well as her experience with ongoing theft. She has made requests to meet with Chief Mark Holtzman and others more than six times and she has not received a response.

Ms. Dorsey stated that when she reports incidents, the police officers do not come to her residence or they do not file a report about their visits to her residence. When she follows up at the GPD Records Division, it shows that no reports have been filed about theft at her residence.

She feels that she is being abused all over again by the system, which has not reached out to help her. When reporting theft at her apartment, she has been falsely accused of mental illness. Ms. Dorsey asked the City Council for help for protection as a survivor of domestic violence and a victim of stalking.

Will Stricklin – 1902 E 3rd Street, Greenville, NC

Mr. Stricklin made comments in support of the Greenville (GPD), stating that the police officers do a lot of great work for the community. He also made comments in opposition to Greenville establishing a civilian police review board. If the City Council allows those without knowledge of how the GPD operates, the City Council will receive a biased opinion regardless if the review board members might be people with or without current law enforcement backgrounds. The process for serving on that board should be highly scrutinized in order to avoid issues.

CONSENT AGENDA



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

- 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
- Acceptance of a North Carolina Science Museums Grant for the STEAM Lab at River Park North
- *Removed For Separate Discussion* Award of a pre-event contract for Debris Management and Removal Services in the event of a natural disaster
- Award of a pre-event contract for Debris Removal Monitoring Services in the event of a natural disaster
- *Removed Entirely* Resolution declaring six Public Works vehicles as surplus and authorizing disposition by electronic auction

During the Approval of the Agenda, City Manager Wall requested to entirely remove declaring six Public Works vehicles as surplus and authorizing disposition by electronic auction from the agenda. Also, Council Member Meyerhoeffer requested to remove the award of a pre-event contract for Debris Management and Removal Services in the event of a natural disaster for separate discussion.

Motion was made by Council Member Meyerhoeffer and seconded by Council Member Smiley to approve the items under the amended Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

AWARD OF A PRE-EVENT CONTRACT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES IN THE EVENT OF A NATURAL DISASTER

Council Member Meyerhoeffer asked staff to explain the dissemination of services. If a natural disaster occurs, how will and when will Greenville be serviced since Greenville is not the only municipality contracting with this company.

Assistant Public Works Director Kevin Heifferon explained that it depends on where the storm hits. Certainly, these contractors are large companies with a lot of assets and subcontractors. When a storm hits in Wilmington and then in Greenville, the company would apply assets to both Wilmington and Greenville. The company is very committed. This is common practice. In fact, FEMA stresses this is how to function to really clean up the City. The company is pre-staged and awarded then they participate in training with



staff at the Public Works Department. If the City is still in the cone, the company will contact Greenville and will provide a few management assets prior to the event to be in Greenville when the disaster might hit. The company's representatives would assess current conditions on the ground to determine what assets should be sent to Greenville.

Assistant Director Heifferon gave an example of the services provided by the City's debris contractor during Hurricane Irene in 2011 and stated that it is standard for cities to have this service. It is certainly better to have and not need the service than to need and not have it. The City had great success with the Hurricane Irene event. During Hurricane Matthew, Greenville was not severe enough to institute monitoring or debris removal, but the company's crew was in Greenville.

Council Meyerhoeffer asked whether the company can handle multiple cleanups within different cities simultaneously.

Assistant Director Heifferon explained that when looking at these companies' resumes, staff looks at their ability to handle multiple events. These firms can handle events in Florida and Texas simultaneously. They are highly professional handling multiple domestic incidences of disasters as well as the international ones. Some of these companies have experience serving Puerto Rico and Haiti. It is a pleasure to work with their personnel while cleaning up and getting Greenville back on its feet.

Council Member Meyerhoeffer asked about what would happen when the company would be serving Greenville and Wilmington during an event.

Assistant Director Heifferon responded that their managers start multi-tasking immediately even before the event.

Mayor Pro-Tem Glover asked about the location of the selected company.

Assistant Director Heifferon stated that the company is located in Florida.

Mayor Pro-Tem Glover asked about the number of bids that were received for this service.

Assistant Director Heifferon responded that multiple companies applied and staff had a panel review board scoring their requests for proposals. Three of the companies were interviewed, and the review board elected this company with the highest score.

Mayor Pro-Tem Glover asked whether the company ever worked in Greenville.

Assistant Director Heifferon responded that the company's assets have not worked in Greenville, but they have done work on the Outer Banks.



Mayor Pro-Tem Glover stated that previous companies provided these services to the City and numerous complaints were received. For example, the last company retained by the City only picked up yard trash and everything else and made big holes in the citizens' yards.

Mayor Pro-Tem Glover stated that it is extremely important that the City contract services with someone who is reputable and cares about the citizens' properties. If people have gone through a natural disaster, it is extremely difficult for them and the City does not need a company that destroys the remainder of their properties.

Motion was made by Council Member Smiley and seconded by Council Member Bell to award the contract. Motion carried unanimously.

NEW BUSINESS

PRESENTATION ON NORTH CAROLINA GLOBAL TRANSPARK –ALLEN THOMAS, EXECUTIVE DIRECTOR

Mr. Allen Thomas gave detailed information about the North Carolina Global Transpark (Global Transpark), stating that he is giving presentations to major cities and 15 counties across Eastern North Carolina (Eastern NC) about this asset. The Global Transpark provides the birthplace of aviation to the future of aerospace. North Carolina is number four in the nation in aerospace manufacturing. The second largest aircraft in the world, the Antonov AN-124, has provided 112 cargo flights into Eastern NC over the past two years.

Mr. Thomas stated that aircraft is flown into the Global Transpark to load components and wing spars for the AirBus A350, a huge jetliner. Those items are manufactured on-site at Spirit AeroSystems and are transported to France for final assembly. Over 22,000 air flights out of the airpark are made every year.

Mr. Thomas stated that the mission of the Global Transpark is *to enhance the economic well-being of North Carolinians by providing multi-modal capabilities for global commerce*. Last year, the North Carolina State Legislature directed him to provide a strategic plan with specific goals and marks set in place on how to improve this asset and North Carolina. Also, the Legislature wanted a marketing strategy with a first rate professional marketing entity, including what would be done to focus on certain areas and to move this asset forward in conjunction with North Carolina. The Legislature wanted to turn the Global Transpark into a professional grade multimedia campaign to move Eastern NC forward.

Mr. Thomas stated that this past year, the Global Transpark received a vote of support from the Legislature's funding of \$1.8 million and additional funding in this budget.

Mr. Thomas explained the physical layout of the Global Transpark, stating that it is a 2,500-acre multi-modal park having 5,800 acres, which are environmentally permitted and



shovel-ready within 30 days. A large manufacturer in aerospace could break ground on a new facility as soon as a month while other raw assets of land for development would be pending 2-3 years to get through an environmental permitting process.

Mr. Thomas stated that the Global Transpark has 5.8 miles of rail directly adjacent to the apron of its runway and a large transload facility. Companies that needed to truck their materials in and out can now bring them in by rail, which is much more efficient and less expensive. It allows companies to be more competitive across Eastern NC. This asset also has the second longest civilian runway (11,500-foot) in the Eastern United States.

Mr. Thomas stated that it is about global reach in Eastern NC and what can be done together to make our part of the region more competitive. Recently, the Global Transpark repaved the entire facility at a cost of \$8 million. Interstate I-95 is in close proximity and all of these pieces come together because of the connectivity. Also, there is easy access to the ports in Morehead City, Norfolk, and Wilmington. One of the Global Transpark's goals is to become an inland port for these facilities as it moves goods and services.

Mr. Thomas stated that the Global Transpark has 1,420 employees, 12 tenants (private sector companies in logistics, aerospace, and movement of cargoes and goods such as Spirit AeroSystem; DB Schenker; Crate Tech, Inc.; Mountain Air Cargo; and LGM Enterprises, Inc.), and 11 North Carolina GTP staff members (for example, the North Carolina Emergency Management, State of North Carolina Department of Transportation, and North Carolina Forest Service). After Hurricane Matthew, the Department of Emergency Management created their headquarters at the Global Transpark. The employees of Spirit AeroSystems live in 21 counties across Eastern NC.

Mr. Thomas stated that when pitching Greenville, the City Council is pitching a region. Companies may ask for the location of the closest air/cargo facility. Raleigh pales in comparison to the scalability of what is at the Global Transpark, which is only 25 minutes away and even closer when the Southwest Bypass and Felix Harvey Parkway are completed.

Mr. Thomas made comments about what encompasses Eastern NC. It is not just Greenville, New Bern, or Jacksonville. In the modern economy, places compete as large regions. Certain assets may be an academic hub, military, or pharmaceutical areas. Eastern NC is suited to position itself much better than it is when pitching our communities. What matters is how quick one could get to the air hubs. E-commerce is a tremendous opportunity for Eastern NC.

Mr. Thomas stated that it is not about the flashy name anymore. It is about how quick one could get their air/cargo to a facility on the ground, to a gate, and unload it in a van or a truck and transport it to its destination. These other cities are great name brand places, but when it takes two, three or four times more to actually move cargo and goods to these congested areas, all of sudden our significant capacity availability is a huge advantage.



Mr. Thomas stated that Pitt County, Lenoir County, as well as other areas are part of the Foreign Trade Zone (FTZ) #214. Companies could actually import components of final products to Eastern NC and are able to delay paying taxes on that until a final product is created and then marketed in the United States. Also, companies could bring them here for United States workers to assemble products and then ship the products back overseas without paying taxes, and creating jobs in FTZ #214. Not enough of companies in this area are taking advantage of these benefits.

Mr. Thomas stated that the Global Transpark's largest tenant is Spirit AeroSystems and the longest term tenant is Mountain Air Cargo, Inc. The FedEx fleet is doing most of their and United's fleet maintenance and repair work. Approximately 700-800 people work at Spirit AeroSystems every day.

Mr. Thomas stated that if North Carolina is cut into quadrants and one went from Fort Bragg East, North Carolina would be the third largest embedded military population in the entire nation. There are 18,000 exiting military here every year, which is just as important as having a massive runway. Highly skilled, disciplined, and trained former and current members of the military as well as their spouses are living in Eastern NC.

Mr. Thomas reported that the Global Transpark's website has an embedded academic institution. Pitt, Lenoir, Wayne, and Craven Counties' community colleges and Global Transpark meet on a regular basis and have discussions about better job growth and technology and productivity investments.

Mr. Thomas reported that there is literally a campus at the Global Transpark where classes are held 18 hours of the day. The employees are learning about composite technology and advanced manufacturing and getting their certifications, not just a two-year degree. Sometimes, there is a 16-day or 90-day training and those people would be able to obtain jobs that can increase their income by 20%-30%. The Global Transpark is working closely with Vice-Chancellor Jay Golden and others at East Carolina University.

Mr. Thomas reported that during the freeze in January 2018. The 30,000 square foot jetport facility at the Transpark was damaged. He suggested to the State to turn the refurbished facility into an innovation hub and an incubator for advanced manufacturing. With investment from the private and public sector, the Global Transpark is putting several million dollars toward the project and would recruit 8-10 international companies to come to the facility to set up shop and launch a business in Eastern NC.

Mr. Thomas explained that the Global Transpark's strategic/marketing plan is a long extensive progress. Some of the members of the City Council were involved in the stakeholders' process. The plan was not driven by the public or his perspective, but it was driven through private industry and stakeholders and analytics about taking a forensic look at what are the industries.



Mr. Thomas explained that a close look was taken at a cluster analysis of 14 counties surrounding the Global Transpark's footprint, census tracts, the quadrants, and what industries were declining or emerging. Through significant research and analysis, their strategy going forward is to help Eastern NC to succeed. The Global Transpark already has all of the aspects to be a mega-site that is heard about in other parts of the country.

Mr. Thomas reported that there are tremendous opportunities with the new F35 technology coming out to the bases at Cherry Point and Seymour Johnson with the defense industry. That has ramifications in Greenville and Pitt County as well. Aerospace, automotive, supply chain, other facilities up and down the corridor with the Southwest Bypass are other opportunities. The Felix Harvey Parkway coming out of Lenoir County is going to connect just beyond Ayden, North Carolina. Eastern NC has this corridor for technology and innovation.

Mr. Thomas stated that there is a significant opportunity for agribusiness and another area is a government hub. Private and public sector resources could be staged to respond to hurricanes and emergency needs, not only in Eastern NC, but also up and down the Atlantic Seaboard. If there is an airport that can literally get someone to fly to China, if necessary, why not push this on a global scale.

Mr. Thomas stated that the Global Transpark needed an action plan so over 114 specific strategies, tactics, and sub tactics were laid out with a success measure associated with each one. The action plan also consisted of a planning horizon and when they would reevaluate so that they adjust as they move forward literally within a six-month period. The plan is broken down as small as from improving the maintenance of the facility to as large as how the Global Transpark innovates and partners in these particular areas of focus that the Global Transpark is an industry as well.

Mr. Thomas summarized the objectives of the Global Transpark's Strategic Plan:

- Implement a Proactive Marketing Plan to effectively attract targeted site uses
- Improve and Maintain Existing NCGTP Assets, including multimodal transportation, on-site utilities and roadway infrastructure, land planning, shovel-ready sites, and 22-county foreign trade zone (FTZ).
- Draw from Regional Strengths, Focus staff and budget on target industries that value the resources available in proximity to NCGTP
- Identify and Plan for the Needs of Targeted Opportunities so that strategic actions can be taken to improve NCGTP's physical, operational, and regulatory conditions available workforce, and institutional relationships
- Workforce Training Partnerships – Aim for the Future; lay the groundwork for tomorrow's opportunities.

Mr. Thomas highlighted the Global Transpark's recent achievements:

- ✓ Environmental 404 Permit Renewal



- ✓ Spirit AeroSystems' \$55.7 million Expansion
- ✓ Transload/Rail Facility
- ✓ "Super Park" Designation
- ✓ Unmanned Air Cargo Global Conference
- ✓ Workforce Development
- ✓ University Engagement
- ✓ Emergency Management Headquarters
- ✓ New Website
- ✓ Runway Resurfacing
- ✓ Restructured Debt
- ✓ Harvey Parkway Extension
- ✓ 108 Antonov International Flights

Mr. Thomas summarized the North Carolina Global Transpark's goals moving forward:

- Five-year stability;
 - Funding & Implementation
- Focused Strategy
 - Global Connectivity
- Progressive Marketing Plan,
 - Economic Development,
 - Partnerships
- Measurable, Accountable, Action Steps

Council Member Litchfield thanked Mr. Thomas for his presentation and for sharing this information. He feels that the opportunity is large enough and he likes the idea of thinking regionally, which is important.

Mayor Connelly asked during the Global Transpark tours and discussions with people in the region whether there was any discussion about bringing commercial air services to the Global Transpark.

Mr. Thomas responded that there has been some discussion. There were some federal changes and restrictions a number of years ago. Prior to his being involved with the Global Transpark area, there was flight. It is an extremely large air asset. Literally, the Global Transpark has been discussing air cargo directly to China.

Mr. Thomas stated that commercial air service is a tremendous asset, but that is something that would have to lead across Eastern NC. Bringing in a commercial air service is a footnote in the Global Transpark's strategy, but the focus is creating jobs and bringing opportunity. It is a massive asset and is there for the use of this region.



APPROVAL TO PURCHASE REPLACEMENT VEHICLES AND EQUIPMENT FOR VARIOUS CITY DEPARTMENTS

Public Works Director Kevin Mulligan stated that the Public Works Department is requesting approval to purchase 29 vehicles. This item is originally part of the annual budget approved by the City Council in June 2018. This accounts for about 90% of that annual budget. Those 29 vehicles are comprised of vehicles for the Public Works, Recreation and Parks, Police, and Fire/Rescue Departments.

Director Mulligan explained that due to some of the steel prices increasing due to some of the tariffs that are there is the reason for staff moving quickly in frontloading quite a number of these vehicles to be purchased now.

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

BUDGET ORDINANCE AMENDMENT #1 TO THE 2018-2019 CITY OF GREENVILLE BUDGET (ORDINANCE #18-038), THE CAPITAL PROJECTS FUND (ORDINANCE #17-024), THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), AND THE GREENWAYS CAPITAL PROJECT FUND (ORDINANCE #12-007) – (Ordinance No. 18-023)

Director of Financial Services Byron Hayes gave information regarding the first budget ordinance amendment to the FY 2018-2019 City of Greenville Budget. Budget Ordinance Amendment #1 includes adjustments to the following funds: 1) General Fund, 2) Public Works Capital Project Fund, 3) Recreation and Parks Capital Project Fund, 4) Greenway Capital Project Fund, 5) Grants Special Revenue Fund, and 6) Facilities Improvement Fund.

Director Hayes explained the breakdown of the amendments:

- To move all vehicle replacement and capital outlay appropriations to the respective departments in order to give an accurate picture of departmental spending within the General Fund. This will have a net zero impact on the fund.
- To recognize transfers budgeted within the General Fund to their respective capital projects (\$2.5 million for street improvements, \$250,000 for street lighting, and \$150,000 for the Tenth Street Connector Project to be recognized within the Public Works Capital Project Fund; \$30,000 for Press Box Renovations at the Thomas Foreman Park to be recognized in the Recreation and Parks Capital Project Fund; \$75,000 for the South Tar River Greenway Phase A to be recognized in the Greenways Capital Project Fund; and \$503,000 for the Safe Routes to Schools Sidewalks Construction Project to be recognized in the Grants Special Revenue Fund)



- To recognize funds received from the North Carolina Science Museums Grant program as part of a Love a Sea Turtle grant to be utilized to fund a part-time position for the STEAM lab operations - \$21,213
- To reclassify expenses associated with the Westpointe Park expenses shifting appropriations between projects to cover reclassified Westpointe Park expenses, which will have a net zero impact on the Recreation and Parks Capital Project Fund.
- 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) - \$260,000

Director Hayes stated that as a result of these amendments, there will be a \$260,000 increase in the operating fund ordinance to \$133,755,542. Additionally, the capital project fund ordinance will increase from \$3,005,000 to \$148,912,808.

Council Member Smiley asked whether staff is referring to the previous Greene Street Bridge which is now the Pedestrian Bridge across Town Creek.

Director Hayes responded that is correct.

Mayor Connelly asked whether the \$75,000 allocated for the Greenway Project are just funds needed to match the City's portion of that phase.

Director Hayes responded that is correct.

Mayor Pro-Tem Glover asked about the money for street improvements.

Director Hayes responded that the money is going towards the street improvement for the repaving of 5th Street going toward the University on the east side.

Mayor Pro-Tem Glover stated West 5th Street is the State's responsibility and it begins at the railroad tracks where repaving has not been seen for many years and a lot of complaints were received. Mayor Pro-Tem Glover asked when staff would be discussing repaving West 5th Street. It is confusing to constituents when the east side of 5th Street is being paved and not the west side of 5th Street.

Public Works Director Kelvin Mulligan explained the paving lineup for streets. Albermarle Street onto Grande Avenue is currently being resurfaced between 5th Street up to Dickinson Avenue. A project is scheduled for the West 5th Streetscape from Cadillac Street to Tyson Street. From Tyson Street down to Pitt Street is owned by the North Carolina Department of Transportation (NCDOT). Staff has been working with the NCDOT to move the project up on its list and to get the street repaved. Having the Tenth Street Connector, Dickinson Avenue, and West 5th Street all under construction at once is not wanted. When the Tenth



Street Connector is complete, West 5th Street will be put out to bid and then West 5th Street and Dickinson Avenue will be under construction at the same time.

Mayor Pro-Tem Glover requested that staff should work with the NCDOT so that 5th Street can be completely paved. She also asked staff to get the cost for paving from the railroad tracks on East 5th St. to Memorial Drive.

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

(ADDED) APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Appearance Commission

Council Member Smiley made a motion to appoint Karen Brookins to a first three-year term that will expire July 2021 in replacement of Todd Brown, who had resigned. Council Member Bell seconded the motion and it carried unanimously.

CITY MANAGER'S REPORT

City Manager Wall recognized the Public Works Department and other City staff for participating in the ribbon cutting ceremony on August 8, 2018 for the G. K. Butterfield Transportation Center.

City Manager Wall stated that the last Sunday in the Park concert was held this past Sunday, concluding the season of 12 consecutive concerts at the Town Common. She recognized the Recreation and Parks Department staff for their work with the installation of the restroom facility at the Town Common and the concert series that has brought music to the community for many years.

City Manager Wall announced the following:

- The Police Department will hold their third annual Cops and Barbers Back-to-School Free Haircuts and Backpacks Giveaway event on Wednesday, August 22, 2018 from 3:00 p.m. -6:00 p.m. There are four participating barbershops, including Campus Cuts, Rodney's Barbershop, Young Vision Barbershop, and Another Level Barbershop.
- The ribbon cutting for the Phase I of Westpointe Park is scheduled for Friday, August 24, 2018 at 5:00 p.m.
- Assistant Chief Building Inspector Tim Fulford of the City of Greenville received the 2018 Building Inspector of the Year Award from the North Carolina State Building Inspectors at their annual conference last week.



COMMENTS FROM MAYOR AND CITY COUNCIL

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

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Meyerhoeffer and seconded by Council Member Glover to adjourn the meeting. Motion carried unanimously, and Mayor Connelly declared the meeting adjourned at 7:31 p.m.

Respectfully Submitted

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
CITY COUNCIL WORKSHOP
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, AUGUST 20, 2018



A workshop of the Greenville City Council was held on Monday, August 20, 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 4:10 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Council Member Kandie D. Smith,

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

APPROVAL OF THE AGENDA

Upon staff's recommendation, Council Member Bell made a motion to go into open session to discuss an industrial site assessment. Council Member Smiley seconded the motion and it passed unanimously.

INDUSTRIAL SITE ASSESSMENT

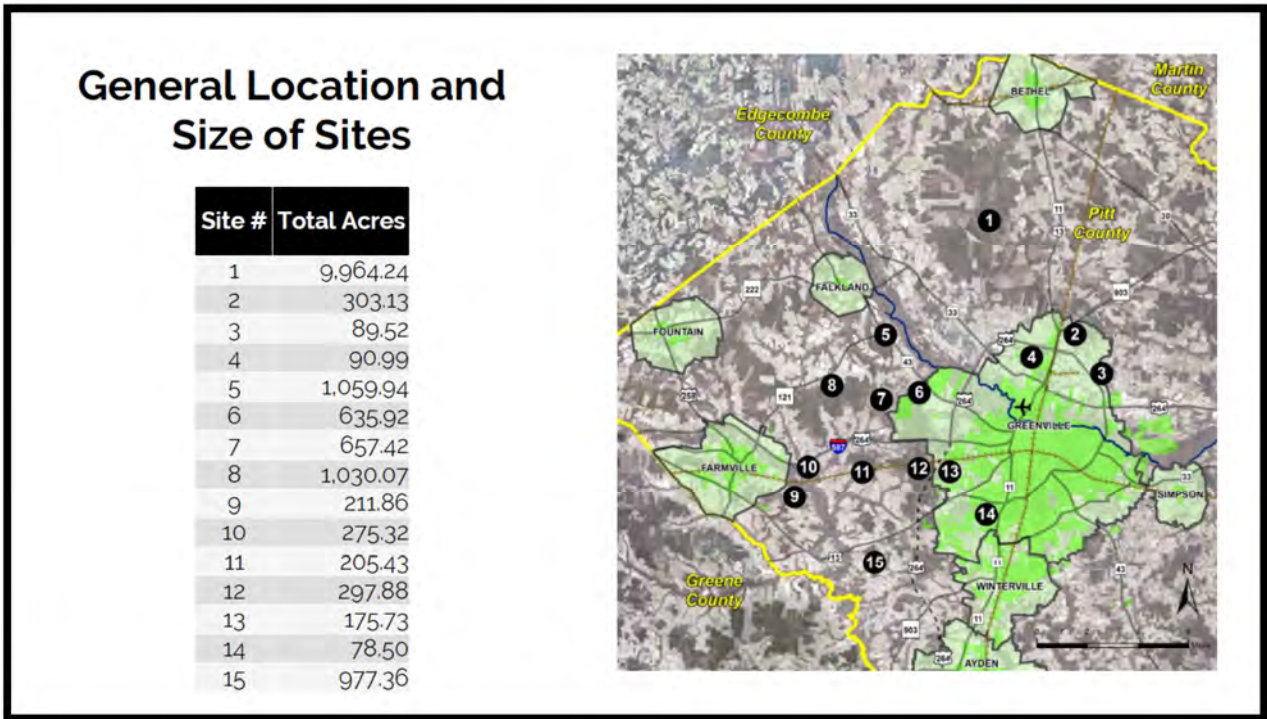
Mayor Pro-Tem Rose Glover joined the meeting at 4:17 p.m.

City Manager Ann Wall stated that the City Council had identified the assessment of potential industrial sites for economic development as a priority at the 2018 Planning Session. The City brought on Creative Consulting to conduct the assessment.

Ms. Crystal Morphis with Creative Consulting presented the results of the assessment to the



City Council. Ms. Morphis stated that the study was co-sponsored by Greenville Utilities Commission (GUC) and Electricities. She stated that 15 sites with a range of access points, acreage, and utilities were assessed, reviewed, and given an on-site evaluation.



Sites were ranked based on the following criteria:

- Accessibility
- Surrounding land uses
- Marketability
- Curb appeal
- Acreage
- Floodplain
- Zoning
- Topography
- Location of water bodies
- Current use
- Watershed
- Transportation access

Ms. Morphis stated that based on the criteria, the top recommended sites with the greatest industrial development potential were Site 2, Site 3, Sites 12 & 13, and Site 4. She noted that the City should keep Site 1 on the radar for future development. Other sites were ranked lower or eliminated due to issues including limited accessibility, lack of utilities,



uncertainty of ownership plans, location, and not being suited for industrial use. Ms. Morphis recommended the following steps to the City Council:

- Confirm sales price and availability
- Marketing
- Control of Property
- Inventory and complete due diligence
- Development

Ms. Morphis stated that the due diligence and inventory process may be \$20k - \$30k per site. She further recommended that the City apply for NC site certification because it indicates that due diligence has been done on the site and is a marketing advantage.

Council Member Meyerhoeffer asked if all the sites were on the market.

Ms. Morphis stated that not all of the sites were on the market.

Mayor Connelly asked if there are options such as a right of first refusal.

Ms. Morphis stated that a right of first refusal option is possible with the NC certification program and stated that the option would hold the property and give the City time to complete the due diligence process to see if the property is worth further investment if the property owner is not willing to do it.

Mayor Connelly asked if NC certified sites had to be owned by the government.

Ms. Morphis stated that the sites do not have to be government owned, they would just require an agreement with the land owner.

Mayor Connelly stated the importance of working with the County to create as many sites as possible.

Ms. Morphis stated that it is less efficient to create several small business parks with limited capabilities rather than focus on larger, multi-jurisdictional parks with expanded capabilities. She recommended that the City explore and pursue public-private partnerships and partnerships with other municipalities.

Mayor Connelly noted that the City and County were recently awarded funds by the State, so this would be a good opportunity to start exploring the possibility of partnerships.



CLOSED SESSION

Motion was made by Council Member Meyerhoeffer to enter closed session in accordance with G.S 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, and G.S. 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body including consultation related to the lawsuit entitled Mary Sue Vaitovos (Plaintiff) versus the City of Greenville, Pitt County Board of Education, Josh Stein in his capacity as Attorney General of the State of North Carolina, Phil Burger in his capacity as President Pro-Tempore of the Senate, and Tim Moore in his capacity as Speaker of the House of Representatives (Defendants). Council Member Smiley seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in closed session at 4:30 p.m.

Upon conclusion of the closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Litchfield to return to open session. Motion was approved unanimously and Mayor Connelly returned the City Council to open session at 5:22 p.m.

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Smiley and seconded by Council Member Litchfield to adjourn the meeting. Motion carried unanimously. Mayor Connelly adjourned the meeting at 5:23 p.m.

Prepared by:
Valerie P. Shiuwegar
Administrative Assistant

Respectfully submitted,



Carol L Barwick

Carol Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Resolution Accepting Dedication of Rights-of-Way and Easements for Savannah Place, Section 2 Phase 1 and Arbor Hills South, Phase 6 Cluster

Explanation: **Abstract:** This item proposes a resolution to accept the dedication of rights-of-way and easements for Savannah Place, Section 2 Phase 1 and Arbor Hills South, Phase 6 Cluster.

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Savannah Place, Section 2 Phase 1 (Map Book 82 at Page 178) and Arbor Hills South, Phase 6 Cluster (Map Book 82 at Page 191). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2018-2019 budget.

Recommendation: City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Savannah Place, Section 2 Phase 1 and Arbor Hills South, Phase 6 Cluster.

ATTACHMENTS:

- ❑ **September_Right_of_way_resolution_1086707**
- ❑ **Savannah Place Sec 2 Ph 1 Map**
- ❑ **Arbor Hills South Phase 6 Cluster Map**

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

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

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

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

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

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

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

Savannah Place Section 2 Phase 1	Map Book 82	Page 178
Arbor Hills South Phase 6 Cluster	Map Book 82	Page 191

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

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

Adopted the 10th day of September, 2018.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

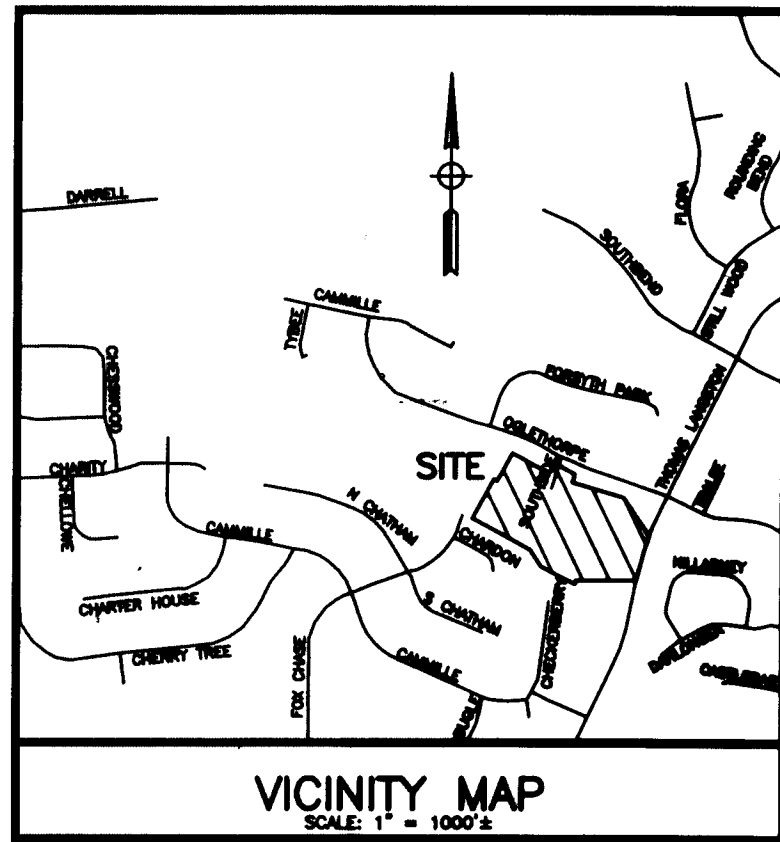
NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 10th day of September, 2018.

Notary Public

My Commission Expires:



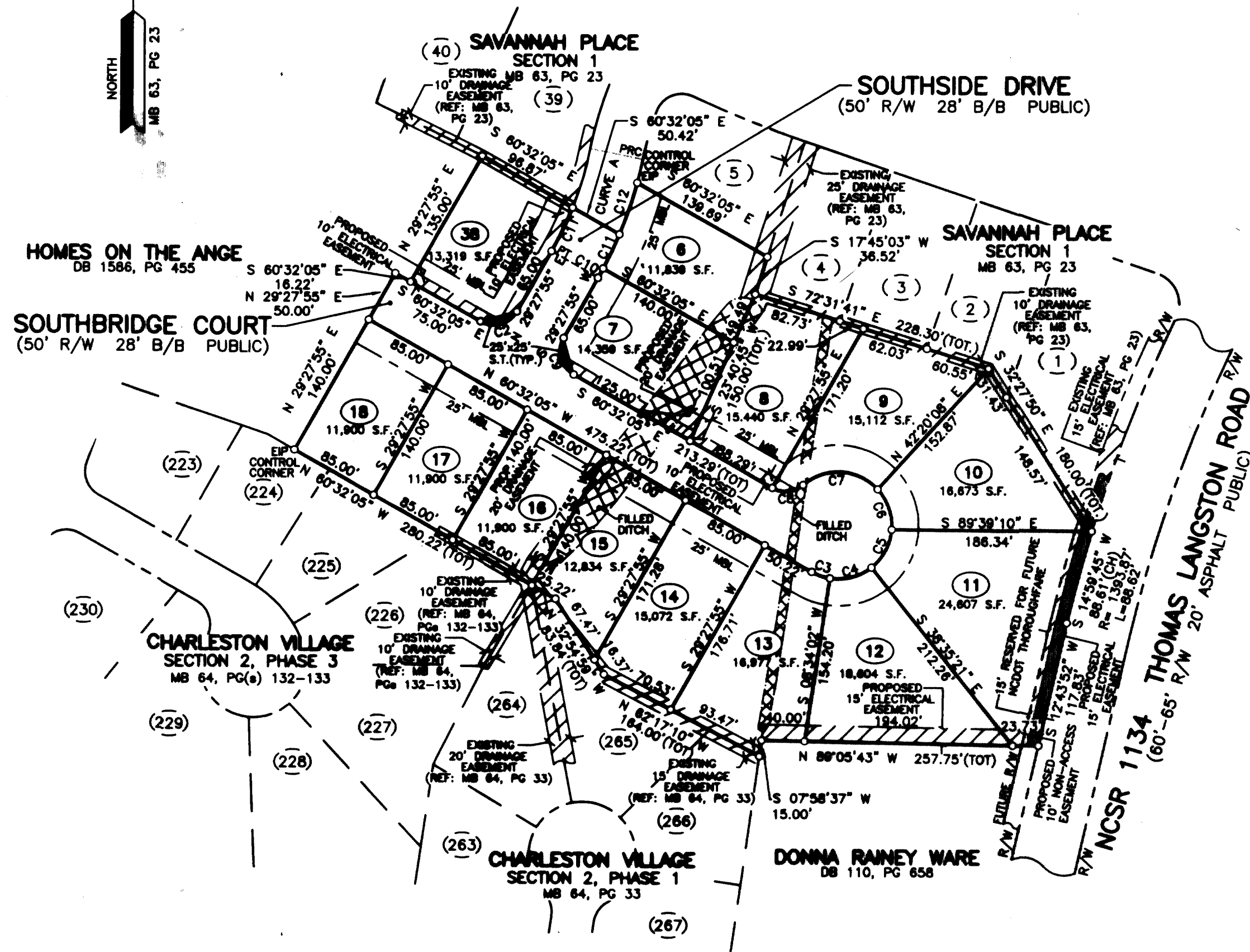
VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720467600K, DATED JULY 7, 2014.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRICAL LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPLE AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCRUSH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- IRON PIPES SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

HOMES ON THE ANGE
DB 1586, PG 455

SOUTHBRIDGE COURT
(50' R/W 28' B/B PUBLIC)



C/L CURVE DATA

CURVE "A"
R= 350.00'
L= 110.46'
CH= 110.00'
BRG= S 20'25'27" W

SITE DATA

TOTAL AREA	5.680 ACRES
NUMBER OF LOTS CREATED	14
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, CEMETERIES AND THE LIKE	0
LINEAR FEET IN STREETS	590 L.F.
ZONING CLASSIFICATION	R-9S

CURVE TABLE

CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N 25°29'08" E	45.11'	325.00'	45.15'
C2	N 74°27'55" E	35.36'	25.00'	36.27'
C3	N 70°50'02" W	18.14'	50.00'	18.24'
C4	S 74°59'20" W	40.00'	50.00'	41.15'
C5	S 27°48'57" W	40.00'	50.00'	41.15'
C6	S 19°19'28" E	40.00'	50.00'	41.15'
C7	S 86°58'58" E	66.57'	50.00'	78.94'
C8	N 84°12'03" E	28.87'	25.00'	30.77'
C9	S 15°32'05" E	35.36'	25.00'	36.27'
C10	S 28°42'04" W	10.00'	375.00'	10.00'
C11	S 25°15'19" W	35.09'	375.00'	35.11'
C12	N 18°40'54" E	50.90'	375.00'	50.94'

LEGEND

- EIP = EXISTING IRON PIPE
- R/W = RIGHT-OF-WAY
- B/B = BACK OF CURB
- TO BACK OF CURB
- CH = CHORD
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PROP = PROPOSED
- S.T. = SIGHT TRIANGLE
- TYP = TYPICAL

Doc ID: 014069800001 Type: CRP
Recorded: 04/03/2018 at 10:03:39 AM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 82 PG 178

COPY

CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1586, PAGE 455 ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE ... THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 17-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 22nd DAY OF JANUARY, AD 2018.



SIGNED: [Signature] REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE

REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
SIGNED: [Signature] DATE: 1/31/18

CLOSURE CHECK LOT

CHECKED: JGG DATE: 1/22/2018

CLOSURE CHECK BOUNDARY

CHECKED: JGG DATE: 1/22/2018

A PORTION OF PARCEL# 66255
TAX MAP# 4666-62-3143
FINAL PLAT SHEET 1 OF 1

SAVANNAH PLACE

SECTION 2, PHASE 1

REFERENCE: DEED BOOK 1586, PAGE 455 OF PITT COUNTY REGISTER OF DEEDS

GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: HOMES ON THE ANGE, INC.
ADDRESS: 226 COMMERCE STREET GREENVILLE, NC 27889
PHONE: (252) 756-3500

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

DEED BOOK 1586 PAGE 455
DEED BOOK PAGE
DEED BOOK PAGE
NC REGISTRATION NO. L-3082

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

[Signature]
SHOWN AND SUBSCRIBED BEFORE ME THIS 12th DAY OF February, 2018.
NOTARY PUBLIC
MY COMMISSION EXPIRES: 03/28/19

APPROVAL
THIS FINAL PLAT NO. 18-03 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 14th DAY OF FEBRUARY 2018.

SIGNED: [Signature] CITY PLANNER

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

SIGNED: [Signature] ATTEST

Baldwin Design Consultants, PA
ENGINEERING - LAND PLANNING - SURVEYING
1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858
252.756.1300

SURVEYED: BW	APPROVED: MWB
DRAWN: JGG	DATE: 1/22/2018
CHECKED: MWB	SCALE: 1" = 100'

SITE DATA

NUMBER OF LOTS CREATED.....24
 TOTAL AREA IN TRACT.....4.8394 AC
 AREA IN COMMON AREA.....0.1928 AC
 AREA IN PARKS, RECREATION
 AREAS AND THE LIKE.....0

Doc ID: 014084920001 Type: CRP
 Recorded: 04/19/2018 at 10:37:04 AM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 Bk 82 Pg 191

COPY

LEGEND
 NPS—NO POINT SET
 CH—CHORD
 PT—POINT OF TANGENCY
 PC—POINT OF CURVATURE
 Δ—DELTA
 R—RADIUS
 BC—BACK OF CURB
 SF—SQUARE FOOT
 L—CURVE LENGTH
 C—CENTERLINE
 R/W—RIGHT-OF-WAY
 MBL—MINIMUM BUILDING LINE
 EIS—EXISTING IRON STAKE
 NIS—NEW IRON STAKE
 ○—CHANGE IN DIRECTION OF LINE

CURVE 1
 R=190.00'
 Δ=14°39'01"
 L=25.37'
 Ch=N 89°40'06"W
 25.35'

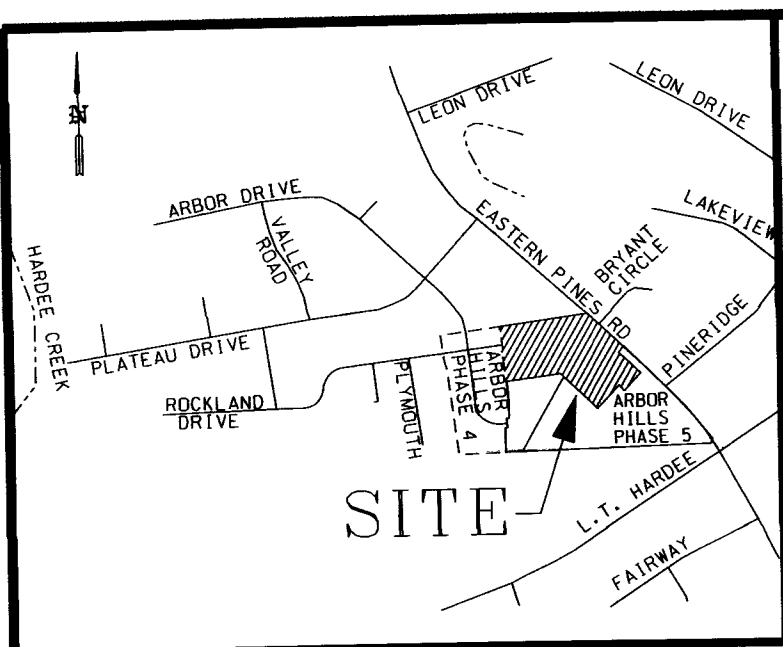
CURVE 2
 R=190.00'
 Δ=14°51'47"
 L=49.29'
 Ch=N 78°24'39"W
 49.15'

CURVE 3
 R=190.00'
 Δ=14°51'47"
 L=49.29'
 Ch=N 63°33'01"W
 49.15'

CURVE 4
 R=190.00'
 Δ=14°02'44"
 L=46.58'
 Ch=N 49°05'41"W
 46.46'

CURVE 5
 R=150.00'
 Δ=17°56'03"
 L=46.95'
 Ch=S 84°31'38"E
 46.76'

CURVE 6
 R=150.00'
 Δ=33°29'19"
 L=87.67'
 Ch=S 58°45'57"E
 86.43'

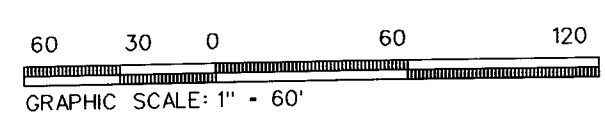


VICINITY MAP
 SCALE: 1" = 1000'

ROCKLAND DRIVE
 (50' R/W 28' B/B PUBLIC)

ARBOR DRIVE
 (50' R/W 28' B/B PUBLIC)

- NOTES:**
1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM PANEL NUMBER 3720560600J. INDEX DATE 7/7/2014.
 4. IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 5. NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
 6. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 7. HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE AND COMMON AREAS.



SHEET 1 OF 1

ALL OF TAX PARCEL 09104

**MAP FOR RECORD
 ARBOR HILLS SOUTH**

**PHASE 6
 CLUSTER SUBDIVISION**

REFERENCE: A PORTION OF MAP BOOK 65, PAGE 147
 AND DEED BOOK 3040 PAGE 779

GREENVILLE, GRIMESLAND TWP., PITT COUNTY, NORTH CAROLINA

**OWNER: BILL CLARK HOMES
 OF GREENVILLE, LLC**
 200 E. ARLINGTON BLVD.
 GREENVILLE, NC 27858
 (252) 317-0940

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NC 27858
 (252) 756-9352
 LICENSE *C-0647

SURVEYED: HOB APPROVED: DTB
 DRAWN: DM DATE: 3-1-18
 CHECKED: DTB SCALE: 1" = 60'

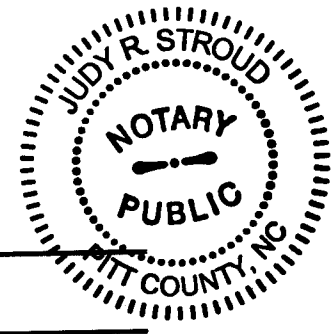
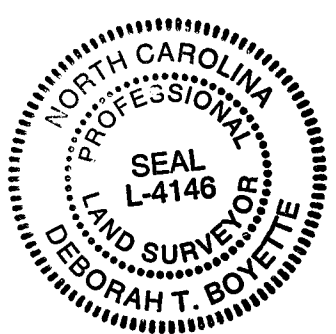
SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:
 DEED BOOK 3040 PAGE 779
 DEED BOOK PAGE
 DEED BOOK PAGE
 Deborah T. Boyette
 N.C. REG. NO. L-4146

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF
 SEE ABOVE SIGNATURES
 OWNER
 SWORN AND SUBSCRIBED TO BEFORE ME THIS 4th DAY OF April, 2018
 Judy R. Stroud
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON 2/21/2022

APPROVAL
 THIS FINAL PLAT, 18-13 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE DAY OF April, 2018
 M. J. [Signature]
 CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
 SIGNED: SEE ABOVE SIGNATURES
 ATTEST: [Signature]

REVIEW OFFICER'S CERTIFICATE
 I, Michael D. [Signature], REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER
 DATE: 4/19/18



[Signature]
 OWNER
 Kathryn Smith

[Signature]
 OWNER
 Kathryn Smith



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Master Right-of-Way Encroachment Agreement with South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications

Explanation: **Abstract:** The City has received a request from South Carolina Telecommunications Group Holdings, LLC, d/b/a Spirit Communications, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

Explanation: For City Council's consideration is the Master Right of Way Encroachment Agreement setting out the terms by which South Carolina Telecommunications Group Holdings, LLC, d/b/a Spirit Communications, can encroach over and upon the public street rights-of-ways of the City.

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

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

Recommendation: City Council approve the right-of-way encroachment agreement permitting South Carolina Telecommunications Group Holdings, LLC, d/b/a Spirit Communications, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

ATTACHMENTS:

- ▣ **Spirit Encroachment Agreement**

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

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Master Rights of Way Encroachment Agreement

THIS AGREEMENT made and entered into this the ____ of September, 2018 by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first part and hereinafter referred to as the “**CITY**”, and **South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications** , a South Carolina limited liability company authorized to do business in North Carolina, party of the second part, and hereinafter referred to as “**PERMITTEE**.”

W I T N E S S E T H

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

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

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

contained in this Agreement; and

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

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

SECTION 1. DEFINITIONS

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

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

GUC means Greenville Utilities Commission.

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

NCDOT means North Carolina Department of Transportation.

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

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

STATE means the State of North Carolina.

SECTION 2. GENERAL PROVISIONS

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

SECTION 3. TERM

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

SECTION 4. CONSTRUCTION AND TECHNICAL STANDARDS

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

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

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

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

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

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

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

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

SECTION 5. EMERGENCY CONTACTS

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

SECTION 6. TRANSFER OF OWNERSHIP OR CONTROL

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

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

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

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

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

- (2) The security fund shall serve as security for:
 - a) The faithful performance by PERMITTEE of all the terms and conditions of the Agreement;

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

b. Insurance.

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

(7) **Commercial General Liability:**

Limits:

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

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

(8) **Commercial Automobile Liability:**

Limits:

\$1,000,000 combined single limit.

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina

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

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

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

Workers Compensation must include all employees.

(10) **Umbrella Liability**

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

Notwithstanding the forgoing, PERMITTEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event PERMITTEE elects to self-insure its obligation under this Agreement to include CITY as an

additional insured, the following conditions apply: (i) CITY shall promptly and no later than thirty (30) days after notice thereof provide PERMITTEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide PERMITTEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) CITY shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of PERMITTEE; and (iii) CITY shall fully cooperate with PERMITTEE in the defense of the claim, demand, lawsuit, or the like.

c. Indemnification

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

SECTION 8. NOTICES.

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

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

And to PERMITTEE

South Carolina Telecommunications Group Holdings, LLC
d/b/a Spirit Communications
1500 Hampton Street, Columbia, SC 29201
Attn: Michael D. Baldwin, VP – Business & Legal Affairs

With a copy to

South Carolina Telecommunications Group Holdings, LLC
d/b/a Spirit Communications
1500 Hampton Street, Columbia, SC 29201
Attn: Amanda A Folk, Senior Contract Specialist

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

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

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

SECTION 10. SEVERABILITY

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

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

SECTION 11. RIGHTS CUMULATIVE

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

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

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST

Carol L. Barwick, City Clerk

South Carolina Telecommunications Group
Holdings, LLC d/b/a Spirit Communications

By: _____
Michael D. Baldwin
VP – Business & Legal Affairs

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

RECOMMENDED:

Kevin Mulligan, Director of Public Works

State of North Carolina
County of Pitt

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

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

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

State of _____

County of _____

I, _____ a notary public in and for the aforesaid county and state, certify that Michael D. Baldwin, VP – Business & Legal Affairs, personally (1) appeared before me this day, (2) stated that he is VP – Business & Legal Affairs for South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications, a limited liability company organized and existing under the laws of the State of South Carolina, (3) acknowledged that the foregoing agreement with the City of Greenville carries on in the usual way the company’s business, and (4) acknowledged the due execution of the contract on behalf of the company.

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

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Master Right-of-Way Encroachment Agreement with University Health Systems of Eastern North Carolina, Inc., d/b/a Vidant Health

Explanation: **Abstract:** The City has received a request from University Health Systems of Eastern North Carolina, Inc., d/b/a Vidant Health, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

Explanation: For City Council's consideration is the Master Right of Way Encroachment Agreement setting out the terms by which University Health Systems of Eastern North Carolina, Inc., d/b/a Vidant Health, can encroach over and upon the public street rights-of-ways of the City.

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

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

Recommendation: City Council approve the right-of-way encroachment agreement permitting University Health Systems of Eastern North Carolina, Inc., d/b/a Vidant Health, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

ATTACHMENTS:

- ▣ **Vidant Encroachment Agreement**

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

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Master Rights of Way Encroachment Agreement

THIS AGREEMENT made and entered into this the ____ of September, 2018 by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first part and hereinafter referred to as the “**CITY**”, and **University Health Systems of Eastern North Carolina, Inc. d/b/a Vidant Health**, a Non-Profit Corporation authorized to do business in North Carolina, party of the second part, and hereinafter referred to as “**PERMITTEE**.”

W I T N E S S E T H

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

GUC means Greenville Utilities Commission.

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

NCDOT means North Carolina Department of Transportation.

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

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

STATE means the State of North Carolina.

SECTION 2. GENERAL PROVISIONS

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

SECTION 3. TERM

Term. The term of this Agreement is twenty (20) years (the "First Term"). At the end of the First Term, the Agreement shall automatically renew for successive one-year terms unless terminated by either party as provided herein or unless superseded by a new or amended agreement. Notwithstanding the foregoing, the grant of Permission to encroach shall become void, and this Agreement terminated, if the Applicant does not

begin installation of the Facilities within one (1) year of the date of this Agreement (unless mutually agreed upon in writing by the parties) and thereafter diligently pursue installation to completion.

SECTION 4. CONSTRUCTION AND TECHNICAL STANDARDS

- a. Compliance with Construction and Technical Standards. PERMITTEE shall construct, install and maintain its Facilities in an orderly and workmanlike manner and in a manner consistent with all laws, City ordinances, construction standards, current technological standards and governmental requirements, which standards are incorporated by reference herein.
- b. Tree Trimming Plan for Overhead Lines. After approval by the CITY of the Facilities, PERMITTEE shall submit to the CITY a tree trimming plan if required by the Director of Public Works for review and approval by the City Arborist.
- c. Structural Engineering Analysis. If PERMITTEE's Facilities include a pole or other structure that is proposed to support Small Wireless Facilities, the PERMITTEE shall submit a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location. The PERMITTEE shall inspect the City right-of-way on which the PERMITTEE's Small Wireless Facility Equipment will be placed and shall base its determination of the suitability of the City right-of-way for PERMITTEE's purposes on such inspection, on a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location.
- d. Approval of Construction Plans. Prior to the placement or installation of any part of the PERMITTEE's facilities within public rights of way, PERMITTEE shall first submit to the Director of Public Works a Construction Plan, sealed by a Professional Engineer and/or Land Surveyor licensed in the State, including a concise description of the facilities proposed to be erected or installed, specifications, engineering drawings, and detailed plans indicating the proposed location of all such facilities and their relationship with existing utilities including the location of the right of way and all above and below ground structures located within the right of way. All permits issued by the CITY shall become part of this agreement.
- e. Pole Attachment. PERMITTEE shall provide the CITY with written verification of PERMITTEE's right to attach to poles along the path of the fiber optic cable when said poles are to be utilized, and that there is sufficient clearance for attachment.
- f. Identification of Facilities. All above ground structures shall be marked to identify the owner of the structure and emergency contact for the same.
- g. NCDOT Approval. PERMITTEE shall submit to the CITY written verification of approval of the PERMITTEE's final construction plans from the North Carolina Department of Transportation (NCDOT) where NCDOT right of ways are involved, and evidence of the coordination of construction with other utilities along PERMITTEE's facilities route. No placement or installation of any part of the PERMITTEE'S facilities shall be commenced by any person until construction permits and written

approval has been issued by the Director of Public Works; provided further, that such permits and approval shall not be unreasonably withheld and action thereon shall be taken within a reasonable period of time as allowed by law.

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

- (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction, repair or removal; and
- (5) Not obstruct, hinder or interfere with any gas, electric, water or other utilities, cable, telecommunication or telephone facilities located within the CITY.

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

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

technical specifications of the CITY and subject to the inspection of the Director of Public Works.

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

at that time, agree in writing, upon the written request of PERMITTEE to allow abandonment of some or all of its above-ground facilities in place, if PERMITTEE will transfer ownership of any abandoned facilities to the CITY. PERMITTEE may abandon underground facilities in place.

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

SECTION 5. EMERGENCY CONTACTS

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

SECTION 6. TRANSFER OF OWNERSHIP OR CONTROL

- a. No transfer of ownership or control of the facility shall occur unless approved by the CITY. A transfer of ownership or control of the facility shall comply with all applicable Federal, State and Local Laws. The PERMITTEE shall promptly notify the CITY of its intent to transfer ownership or control of the facility and shall provide the CITY with a true copy of all the documents relating to ownership transfer. The transferee is required to accept this Agreement and all of its terms, provisions, and any amendments at the time of transfer. Performance bond and letter of credit, insurance are required from the transferee before the transfer is complete. Notification to the CITY shall be as outlined herein. Notwithstanding anything herein to the contrary, PERMITTEE shall be permitted to transfer ownership and control of

its facilities to any other entity with which it is affiliated through ownership (for example, a corporate parent, a subsidiary, or a subsidiary of a corporate parent) providing that such other entity undertakes all the obligations of PERMITTEE under this Agreement.

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

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

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

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

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

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

b. Insurance.

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

(6) PERMITTEE shall include the City of Greenville as an Additional Insured to the General Liability and Automobile Liability policies including those of its subcontractors while working hereunder.

(7) **Commercial General Liability:**

Limits:

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

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

(8) **Commercial Automobile Liability:**

Limits:

\$1,000,000 combined single limit.

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina

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

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

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

Workers Compensation must include all employees.

(10) **Umbrella Liability**

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

Notwithstanding the forgoing, PERMITTEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event PERMITTEE elects to self-insure its obligation under this Agreement to include CITY as an

additional insured, the following conditions apply: (i) CITY shall promptly and no later than thirty (30) days after notice thereof provide PERMITTEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide PERMITTEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) CITY shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of PERMITTEE; and (iii) CITY shall fully cooperate with PERMITTEE in the defense of the claim, demand, lawsuit, or the like.

c. Indemnification

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

SECTION 8. NOTICES.

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

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

And to PERMITTEE

Vidant Health
Information Systems, CIO
PO Box 6028
Greenville, NC 27835-6028

With a copy to

Vidant Health
Attn: Office of General Counsel
PO Box 6028
Greenville, NC 27835-6028

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

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

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

SECTION 10. SEVERABILITY

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

then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on PERMITTEE and the CITY.

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

SECTION 11. RIGHTS CUMULATIVE

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

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

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST

Carol L. Barwick, City Clerk

University Health Systems of Eastern North Carolina, Inc. d/b/a Vidant Health

By: _____
Dr. Michael Waldrum, CEO

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

RECOMMENDED:

Kevin Mulligan, Director of Public Works

State of North Carolina
County of Pitt

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

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

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

State of _____

County of _____

I, _____ a notary public in and for the aforesaid county and state, certify that Dr. Michael Waldrum, personally (1) appeared before me this day, (2) stated that he or she is a President of **University Health Systems of Eastern North Carolina, Inc. d/b/a Vidant Health**, a Non-Profit Corporation organized and existing under the laws of the State of South Carolina, (3) acknowledged that the foregoing agreement with the City of Greenville carries on in the usual way the Corporations business, and (4) acknowledged the due execution of the contract on behalf of the Corporation.

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

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Change Order #1 to the contract with Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project.

Explanation: **Abstract:** The contract for the 2018 Street Resurfacing Project was awarded to Rose Brothers Paving Company, Inc. of Ahoskie, NC, on June 12, 2018 in the total amount of \$4,403,471.25. The contract provided for milling, resurfacing, deep patch repairs, ADA improvements, pavement markings, and upgraded signal detection equipment on numerous City-maintained streets totaling approximately 25.57 lane miles. Staff is requesting to add two streets -- West 6th Street (from Bancroft Avenue to Davis Street) and West Arlington Boulevard (from Heart Drive to West 5th Street) -- to the current resurfacing contract at an additional cost of \$789,148.50.

Explanation: The 2018 Street Resurfacing Project was awarded to Rose Brothers Paving Company, Inc. of Ahoskie, NC on June 12, 2018 in the total amount of \$4,403,471.25. The contract provided for milling, resurfacing, deep patch repairs, ADA improvements, pavement markings, and upgraded signal detection equipment on numerous City-maintained streets totaling approximately 25.57 lane miles. In addition to these streets, there are two streets that have been identified for addition to the current resurfacing contract. These are West 6th Street (from Bancroft to Davis) and West Arlington Boulevard (from Heart Drive to West 5th Street). Each of these streets experienced asphalt delamination during the winter storms that occurred earlier this year. The resurfacing of these roads will prevent that from happening again. The estimated cost to add these two streets to the contract with Rose Brothers Paving is \$789,148.50.

Change Order No. 1 is attached and includes a breakdown of the cost for each added street. The change order also includes a provision to add a 30-day contract time extension. Funds to account for the additional cost will be divided between the Annual Street Resurfacing fund and the 2015 General Obligation Bond proceeds for West 6th Street and West Arlington Boulevard respectively.

Fiscal Note:

Change order #1 will be funded from two sources. The work for West 6th St will be funded from the Street Resurfacing Program fund while West Arlington will be funded from the 2015 General Obligation Bond proceeds.

Recommendation:

City Council approve Change Order No. 1 to Rose Brothers Paving Company, Inc. in the amount of \$789,148.50 and a time extension of 30 days to their current contract.

ATTACHMENTS:

- ❑ **Street Resurfacing Change Order**
- ❑ **Street Resurfacing Cost Estimate**

Change Order

**City of Greenville
Public Works Department**

Owner [X]
 Architect []
 Engineer []
 Contractor []
 Field []

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

PROJECT: 2018 Street Resurfacing Project	CHANGE ORDER NUMBER: 1
	DATE: September 11, 2018
	PROJECT NUMBER: PWD-2018-002
	CONTRACT DATE: June 12, 2018
	NOTICE TO PROCEED DATE: July 9, 2018

TO CONTRACTOR:
Rose Brothers Paving Co., Inc.
PO Box 806
Ahoskie, NC 27910

CONTRACT FOR:
City of Greenville
1500 Beatty Street
Greenville, NC 27858

This Contract is changed as follows:

Additional Work for W. 6th St. and W. Arlington Blvd.	\$ 789,148.50
Total Cost of This Change Order	
	\$ 789,148.50

The Original Contract Sum was	\$ 4,403,471.25
Net Change by Previously Authorized Change Orders	\$ -
The Contract Sum Prior to this Change Order was	\$ 4,403,471.25
The Contract Sum will be increased by THIS CHANGE ORDER in the amount of	\$ 789,148.50
The New Contract Sum including this Change Order will be	\$ 5,192,619.75

Original Contract Completion Date is..... **December 18, 2018**

The Contract Time will be increased by (30) calendar days 30

The Contract Completion Date, as of the date of this Change Order, is therefore **January 17, 2019**

ARCHITECT/ENGINEER

CONTRACTOR
Rose Brothers Paving Co., Inc.
 Address
 PO Box 806
 Ahoskie, NC 27910

OWNER
City of Greenville
 Address
 1500 Beatty Street
 Greenville, NC 27834

BY: **N/A**

BY: _____

BY: _____

DATE: **N/A**

DATE: _____

DATE: _____

**2018 STREET RESURFACING PROJECT
COST ESTIMATE FOR CHANGE ORDER NO. 1**

W. 6th Street - Bancroft Ave. to Davis St.			Lane Miles:	0.88
Item Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$8,000.00	\$8,000.00
Work Zone Traffic Control	LS	1	\$3,500.00	\$3,500.00
Asphalt Concrete Surface Course, S9.5C	Tons	800	\$94.00	\$75,200.00
Milling Asphalt Pavement, 1" to 3" Depth	SY	6500	\$2.75	\$17,875.00
Asphalt Plant Mix, Pavement Repair, 4" Deep	Tons	400	\$185.00	\$74,000.00
Adjust/Replace Water/Gas Valve Boxes	Each	3	\$1,000.00	\$3,000.00
Adjust/Replace 24" Storm Drain/Sanitary Sewer Casting and Cover	Each	1	\$1,000.00	\$1,000.00
				\$182,575.00
W. Arlington - Heart Dr. to W. 5th St.			Lane Miles:	2.14
Item Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$22,000.00	\$22,000.00
Work Zone Traffic Control	LS	1	\$12,500.00	\$12,500.00
Changeable Message Signs	Each/Wk	6	\$1,200.00	\$7,200.00
Portable Lighting	Each/Wk	10	\$1,000.00	\$10,000.00
Asphalt Concrete Surface Course, S9.5C	Tons	1800	\$94.00	\$169,200.00
Milling Asphalt Pavement, 1" to 3" Depth	SY	15000	\$2.75	\$41,250.00
Asphalt Plant Mix, Pavement Repair, 5" Deep	Tons	1400	\$185.00	\$259,000.00
Removal of Existing Wheel Chair Ramps	Each	10	\$1,000.00	\$10,000.00
Concrete Wheel Chair Ramps	Each	10	\$2,300.00	\$23,000.00
4" White Temporary Paint Pavement Marking Lines	LF	1500	\$0.65	\$975.00
24" White Temporary Paint Pavement Marking Lines	LF	40	\$6.25	\$250.00
4" Yellow Temporary Paint Pavement Marking Lines	LF	2100	\$0.65	\$1,365.00
Temporary Paint Pavement Marking Symbols, Arrows (Straight or Turn)	Each	16	\$50.00	\$800.00
Temporary Paint Pavement Marking Symbols, Combination Arrows	Each	3	\$90.00	\$270.00
Temporary Paint Pavement Marking Symbols, "ONLY"	Each	2	\$500.00	\$1,000.00
4" White Thermoplastic Pavement Marking Lines	LF	1500	\$1.40	\$2,100.00
24" White Thermoplastic Pavement Marking Lines	LF	40	\$25.00	\$1,000.00
4" Yellow Thermoplastic Pavement Marking Lines	LF	2100	\$1.40	\$2,940.00
Thermoplastic Pavement Marking Symbols, Arrows (Straight or Turn)	Each	16	\$200.00	\$3,200.00
Thermoplastic Pavement Marking Symbols, Combination Arrows	Each	3	\$315.00	\$945.00
Thermoplastic Pavement Marking Symbols, "ONLY"	Each	2	\$2,000.00	\$4,000.00
GridSmart Traffic Control Bell Camera, Install Only	Each	1	\$3,500.00	\$3,500.00
GridSmart Traffic Control Directional Camera, Install Only	Each	2	\$3,500.00	\$7,000.00
				\$568,995.00
			Subtotal for both Streets:	\$751,570.00
Total for both Streets:			5% Contingency:	\$37,578.50
			Total CO:	\$789,148.50
Purchase of GridSmart Traffic Control Equipment by COG				
GridSmart Traffic Control Bell Camera	Each	1	\$18,000.00	\$18,000.00
GridSmart Traffic Control Directional Camera	Each	2	\$3,000.00	\$6,000.00
				\$24,000.00



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Contract Award to Cambridge Systematics for the Development of the Eastern North Carolina Regional Freight Mobility Plan

Explanation: **Abstract:** The City of Greenville, as Lead Planning Agency of the Greenville Urban Area Metropolitan Planning Organization (MPO) has been awarded State Planning and Research (SPR) grant funding necessary to complete the Eastern North Carolina Regional Freight Mobility Plan. After undergoing a competitive procurement process, the Greenville Urban Area MPO, on behalf of the various agency partners for this project, recommends that the City of Greenville, as Lead Planning Agency (LPA) of the Greenville Urban Area MPO, award Cambridge Systematics a Professional Services contract necessary to develop the Eastern North Carolina Regional Freight Mobility Plan in the amount of \$297,366.

Explanation: Legislative changes, namely the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Fixing America's Surface Transportation Act (FAST Act), have prioritized the improvement and performance of the National Freight Network. Per this legislation, States were required to develop Statewide Freight plans to provide comprehensive immediate and long-range planning for the State multimodal freight network. States were also required to establish freight performance targets for travel time reliability for National Highway System (NHS) Interstate Routes, Non-Interstate NHS Routes, and Interstate Trucks. The Statewide Freight Plan establishes a strategic vision for the State freight network while the establishment of targets allows the State to measure network performance and develop project and/or implementation strategies to address deficiencies accordingly.

Other regions have completed similar efforts; thus, staff coordinated involvement from various agencies to develop a plan for eastern North Carolina. Staff from the Greenville Urban Area MPO was able to organize involvement from nine other planning organizations stretching across three NCDOT Divisions (1, 2 and 4) and 28 eastern North Carolina Counties to develop what is known as the Eastern North Carolina Regional Freight Mobility Plan. The Greenville Urban Area MPO was

selected to utilize SPR grant funding to administer the development of the Eastern North Carolina Regional Freight Mobility Plan.

The Greenville Urban Area MPO, on behalf of the collective partner agencies participating in the planning process, utilized a competitive Request for Proposal (RFP) process to solicit proposals from qualified professional service firms necessary to develop the Eastern North Carolina Regional Freight Mobility Plan. Due to insufficient bidders during the first advertisement period, the solicitation for qualified professional service firms was re-advertised for a second period, as is required by Federal procurement standards. At the conclusion of the second advertisement period, the Greenville Urban Area MPO had received proposals from two qualified firms.

The Selection Committee, consisting of representatives from the various partner planning organizations as well as NCDOT and FHWA, received copies of each proposal and were provided adequate time to review each packet. The Selection Committee evaluated each proposal submission on merit and responsiveness to the RFP document. The Selection Committee, on behalf of the various partners participating on this project, recommended that the City of Greenville, acting as the LPA of the MPO and lead agency for this project, award a professional services contract to Cambridge Systematics for the development of the Eastern North Carolina Regional Freight Mobility Plan.

As presented to the various partner organizations, the goals of this project are:

1. Development of strategies to address mobility issues while identifying potential multimodal strategies;
2. Identification of economically significant links to/from communities to leverage economic competitiveness;
3. Creation of a regional multimodal freight vision identifying projects, programs and policies to create efficiencies to leverage Federal and State funding;
4. Development of strategies to support adoption and implementation of innovative freight technologies that promote efficiency, safety, and environmental sustainability; and
5. Establishment of a collaborative regional partnership to support freight and other regional planning opportunities.

Fiscal Note:

The budget for the Eastern North Carolina Regional Freight Study is set as not to exceed \$300,000. The cost to develop the Eastern North Carolina Regional Freight Mobility Plan will utilize SPR grant funding to pay for \$285,000 (95%) with the remaining \$15,000 (5%) to be cost-shared among the partner planning organizations within the region. The Greenville Urban Area MPO's cost for this project is \$2,500, which will be further cost-shared among the MPO's jurisdictional partners proportional to population ratios of the MPO. The City of Greenville's total contribution for this project is approximately \$1,590.

Recommendation: City Council award a professional services contract for development of the Eastern North Carolina Regional Freight Mobility Plan to Cambridge Systematics in the amount of \$297,366.

ATTACHMENTS:

☐ **Freigh Mobility Plan _ Contract**

Cambridge Systematics, Inc.
Vendor Number:

Contract # _____

City of Greenville, North Carolina

PROFESSIONAL SERVICES AGREEMENT

Eastern North Carolina Regional Freight Plan

THIS AGREEMENT, made and entered into this DATE _____, by and between the CITY OF GREENVILLE, NORTH CAROLINA (hereinafter called the "CITY") and Cambridge Systematics, Inc. (hereinafter called the "CONSULTANT" or "Prime Consultant"), whose primary offices are located at 101 Station Landing, Suite 410, Medford, MA 02155, United States.

GENERAL RECITALS

WITNESSETH:

WHEREAS, the CITY desires the assistance of a CONSULTANT in the performance of certain professional services; and

WHEREAS, the CONSULTANT has exhibited evidence of experience, ability, competence, and reputation to perform such professional services; and

NOW THEREFORE, the CITY and the CONSULTANT, for consideration hereinafter stipulated, mutually agree as follows:

The CONSULTANT agrees to perform the assigned professional services on an as needed basis.

ARTICLE I - SCOPE OF WORK

I.A. Description of Work Required

The CONSULTANT will complete seven tasks described in the following sections:

Project Tasks

1. Project Initiation and Management
2. Stakeholder Engagement and Outreach
3. Data Collection and Research

4. Commodity Flow and Economic Futures
5. Logistics-based Development Market Assessment
6. Alternatives and Recommendations
7. Final Report and Executive Summary

Task 1 Project Initiation and Management

The CONSULTANT will coordinate with the Greenville Urban Area MPO Project Manager to convene a project kickoff meeting to be held within 15 business days following notice to proceed. The purpose of the meeting will be to discuss in detail client and contractor expectations with respect to scope, deliverables, communications, schedule and data collection and acquisition. Following the kickoff meeting, the CONSULTANT will prepare a project management plan (PMP). This document will describe the scope of services, identify responsibilities of team members and task leaders, identify the means of communication, define the formats for all memos, reports, graphics, mapping, provide a detailed schedule, define the QA/QC process and other operational procedures for the project.

The CONSULTANT project manager will schedule and conduct regular briefings with the Greenville Urban Area MPO Project Manager and other key staff throughout the project. These meetings may occur in person or via conference call. Meeting summaries will be submitted within two business days following the progress meetings.

The CONSULTANT will provide communications through bi-weekly progress calls/meetings, monthly progress reports and milestone meetings. The CONSULTANT will also set up a project workspace that will serve as a clearing house for draft and final documents, data transfers and meeting materials. This will enable efficient access to all project materials to all members of the team and assist in ensuring version control through time stamps and upload/download records.

Deliverables

- Participation in kickoff meeting
- Project Management Plan
- Biweekly progress calls
- Monthly progress reports and invoices.
- Access to the project workspace

Task 2 Stakeholder Engagement and Outreach

The CONSULTANT will coordinate with the Greenville Urban Area MPO to develop a Public and Stakeholder Involvement Plan (PSIP) that describes our approach to engaging the public, including elected and other governmental officials and private sector stakeholders especially within the freight industry. These outreach efforts will include convening a Regional Freight Advisory Council (RFAC), targeted focus groups, interviews with key private sector stakeholders, and a freight mobility survey.

Regional Freight Advisory Council. The CONSULTANT will convene a Regional Freight Advisory Council (RFAC) up to four times throughout the study to provide high level policy guidance on issues and strategies. The CONSULTANT will coordinate with the MPO and NCDOT staff to create and organize the RFAC. The RFAC will include representatives from shippers, carriers, logistics providers, drayage operators, environmental resource agencies, chambers of commerce and economic development agencies, neighborhood and community groups, and others.

Focus Groups. The target for more active public input will be local and regional economic development and planning officials. The CONSULTANT will organize and convene two focus group meetings throughout the study area, inviting the following groups to provide input to a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis:

- Local and state Government officials (including economic development officials such as Chambers of Commerce and economic development directors)
- Industry representatives, including shippers and carriers, and
- Local business leaders, including elected and appointed officials

The meetings will include an introduction to the project and a panel of stakeholders addressing focus group concerns and providing insight into the local freight operations. The focus group meetings will provide an opportunity to communicate the value of freight mobility and freight-based development, solicit input and feedback on freight movement opportunities and challenges and to discuss potential mitigation strategies. These would occur in the second quarter of the schedule.

Interviews. The CONSULTANT will conduct up to 20 in-person or telephone interviews with private sector stakeholders throughout the study area. This will include developing a discussion guide, handling all the interview logistics and compiling

interview summaries. The CONSULTANT will develop a list of interview targets that represent geographic and industry sector diversity for review by the MPO.

Freight Mobility Survey. The CONSULTANT will conduct a Freight Mobility Survey of freight network users including shippers and carriers. The survey will be developed in collaboration with the Regional Freight Advisory Council (RFAC) and administered using survey monkey or other tool using email lists from industry groups. The CONSULTANT will work with the MPO Project Manager and the RFAC and other partners, including the Eastern NC Development Alliance, to develop the survey instrument and distribution list. During the survey process, the CONSULTANT will work with local shippers and carriers to place regional maps in the breakrooms of drivers for regional carriers and shippers at key locations, to get feedback on highway bottlenecks, truck parking areas and areas needing improvement. Could supply a link to the on-line map as well. The CONSULTANT will also provide an on-line version of the map survey.

Deliverables

An approved Public and Stakeholder Involvement Plan (PSIP)
Coordinate and conduct up to 6 Freight Advisory Committee Meetings
Coordinate and conduct 3 Focus Group Meetings with stakeholders
Conduct up to 20 interviews with private sector stakeholders
Conduct a Freight Mobility Survey.

Task 3 Data Collection and Research

The Data Collection and Research Task will consist of four subtasks:

- Literature Review and Data Assessment
- Eastern North Carolina Regional Goods Movement Profile
- Economic Structures and Logistics Patterns
- Freight Transportation System Modal Profiles

3.1 Literature Review and Data Assessment

The CONSULTANT will conduct a Literature Review and Freight Data Assessment, combining data from various sources to address planning needs. This includes identifying key freight analysis needs, and then evaluating the degree to which existing data can meet those needs. We will identify data gaps and evaluate new data collection methods and purchases, if required, to determine what data collection approaches meet

the greatest number of needs at the lowest possible costs. This will include data acquisition recommendations if needed.

The combined approach to information and data application starts by asking key freight analysts, stakeholders, and decision-makers what issues are most important to identify the types of processes and data that are needed to address these issues. The CONSULTANT will evaluate existing data and identify and gaps. This will begin with collecting resources and data previous efforts. We will collect additional data from local planning agencies, studies, reports and stakeholder input. The CONSULTANT will conduct primary data collection in the form of face-to-face interviews as part of the outreach efforts with stakeholders which will provide the critical input for developing the existing regional freight profile and assessing freight market opportunities. The interviews will be useful in validating secondary data, filling data and information gaps and providing the users' perspective.

3.2 *Eastern North Carolina Regional Goods Movement Profile*

The CONSULTANT will develop a Regional Goods Movement Profile by identifying the users of the freight system and their needs and assessing the existing conditions of the region's multimodal freight system relative to those needs. The CONSULTANT will supplement the on-line mapping system developed as part of the North Carolina State Freight Plan to represent a broader regional freight network and regional land use. The process will follow the five freight system elements described previously.

Freight System Elements

- Economic Structure.
- Industry Logistics Patterns
- Freight Infrastructure and Systems
- Commodity/Vehicle Traffic Flows
- Organization and Public Policy

The CONSULTANT will identify and catalogue the existing "as is" conditions of goods movements within the Eastern North Carolina. Stakeholder interviews will be critical and each interview conducted will contribute to the "map" of current land use, consumers, freight generators and freight consumers. The map will also identify the decision drivers considered by freight owners, manufacturers, distributors, or freight services providers that led them to locate in the Eastern North Carolina. This analysis map will also provide the "as is" analysis of the freight infrastructure in terms of needs and deficiencies, and identify the specific transportation value propositions considered when a decision was made to locate in the Eastern North Carolina.

The CONSULTANT will include the current or anticipated logistics planning decisions by the trucking, maritime, rail or air carriers and an analysis of how these decisions will affect freight flow into, through, around or out of Eastern North Carolina with an emphasis on future developments including Interstates 42, 87, 74 and 295 and the proposed CCX facility.

3.3 Economic Structure and Logistics Patterns

The CONSULTANT will identify the industries in the region that most significantly drive demand for freight transportation, existing and emerging industries that are driving the region's economy and its future growth and assess the benefit of these industries to the region. In addition, the CONSULTANT will develop a geographic analysis of industry clusters and their relationship to critical multimodal infrastructure elements. Using information from stakeholder interviews, we will then map the logistics processes of each of the region's major and emerging industries. This will be used to demonstrate the business impacts of transportation system deficiencies on specific industries and for assessing opportunities to promote economic development.

3.4 Freight Transportation System Modal Profiles

The CONSULTANT will develop modal profiles to identify the key elements of the regional freight transportation system and how they relate to each other. This includes highway/trucking, rail, maritime and air profiles. We will build upon the recent work from the NC Statewide Freight Plan and previous Eastern North Carolina system profiles and focus on "what has changed" in the region in conjunction with the logistics pattern analysis.

Highway/Trucking Profile: The highway profile will examine critical regional and local highway facilities to compile a system of the most significant or priority freight corridors, including key intermodal connectors. We will start with the North Carolina Priority Freight Network and be expanded to include regional significant freight assets and corridors. The result will be the Regional Priority Freight Network which will be the basis for analysis and recommendations for the remainder of the study. The CONSULTANT will conduct an examination of freight needs and opportunities within the region and significant challenges and opportunities outside of the study region that could significantly impact the region.

Railroad Profile: Using a rail capacity model CS has developed for NC, the CONSULTANT will profile the infrastructure, capacities and trends of the two Class I railroads in the region. We will supplement this information direct interviews and interaction with the railroads and their customers as part of the public outreach effort,

and our team's working knowledge of railroad operations and investments in other key markets including Norfolk, Charleston and Charlotte by leveraging existing relationships with key railroad decision-makers. The CONSULTANT will coordinate with the NCDOT Rail Division to ensure the most recent data is utilized.

Marine Port Profile: The Eastern North Carolina region includes two deepwater ports and the 4 river ports along the Intracoastal Waterway System in eastern NC. The CONSULTANT will build on recent and ongoing study efforts including the state freight plan, NC port authority strategies and port master plans. The CONSULTANT will focus on documenting how the region will be impacted by challenges and opportunities at the facilities most likely to impact the region including Morehead City, Wilmington, Norfolk and the Intracoastal waterway. The CONSULTANT will investigate potential and opportunity for commercialization of the four river ports.

Air Cargo Profile: Charlotte, Raleigh Durham and Greensboro handle the vast majority of air cargo for the North Carolina Airport System and there is also significant military air cargo in the region not accounted for in FAA reports. In addition, Global TransPark has potential to build air cargo opportunities in the region and must be evaluated. The CONSULTANT will profile the NC air cargo system and evaluate opportunities for collaboration and growth.

Logistics and Cargo Handling Facilities Profile: Building on the economic structure and logistics pattern analysis, the CONSULTANT will use stakeholder interviews, establishment data, economic data and commodity flow data to develop a comprehensive picture of freight-related activity throughout the region. This includes understanding development and land use patterns particularly as they pertain to cargo handling facilities. The CONSULTANT will examine good movement by industry and geographic region, detailing what economic activities are dependent on efficient goods movement and what transportation infrastructure is critical to supporting that activity. As part of this effort, the CONSULTANT will:

- Identify the key elements in the locations decisions made by freight owners or their logistics services providers.
- Develop a matrix that reflects the priority of criteria related to these site selection decisions.
- Determine how cargo owners distribute their goods to users, stores or consumers in the relevant market.
- Evaluate the role of the cargo delivery infrastructure in the context of how it adequately, or does not adequately serve the needs of cargo owners in the study area.

Deliverables

Freight Data Inventory

Data Collection Plan

Economic and Industry Working Paper for inclusion in the Eastern North Carolina Goods Movement Profile.

Eastern North Carolina Regional Goods Movement Profile

Task 4 Commodity Flow and Economics Futures Summary

The CONSULTANT will examine current and future demand for freight transportation in the region and provide information on commodity type, tonnage, origin, destination, value and mode of transport. Use of FAF data, could be disaggregated to the regional level. The CONSULTANT will also supplement FAF data for key commodities including agricultural goods. The CONSULTANT will build upon the freight commodity flow tool developed for NCDOT to create a regional version. The CONSULTANT will use the data to produce a report with maps, tables and graphs detailing what goods are moving, how much is moving, how are they moving and where are they moving. This analysis will be conducted for the base year and the forecast year. To accomplish this, the CONSULTANT will:

- Identify the current modes of shipments into and out of the study region.
- Identify the top origin and destination markets by mode.
- Identify the timing and potential impact of new and/or expanding services in terms of ports, rail infrastructure, highways, air centers, or other trade corridors which may affect the pattern of goods movement to, from, or through the study region including:
 - The long-term outlook for competitiveness and capacity at U.S. East Coast ports.
 - Development scenarios for the NC ports.
 - New Panama Canal capacity and East Coast port expansion that could divert cargo from West Coast Ports.
 - Rail-related developments (such as in Dillion, SC and Rocky Mount) that would impact how goods flow into, through or around the study region.
 - Development plans for Global TransPark.
 - Military related freight flows, both commercial and defense related

In addition, the CONSULTANT will evaluate external threats and opportunities impacting the Eastern North Carolina, which may include, but not be limited to the following:

- Timing of U.S. and state freight infrastructure developments relative to economic growth.
- Federal Government trade and freight infrastructure policies and initiatives.
- Changes in trucking regulations.
- Increase of e-commerce and changing supply chain technologies including blockchain.
- Global trade and trade agreements.
- Technological advances.
- Regional/national policies related to the security and quality of life in the region.
- Sourcing manufacturing at new global locations which may impact the routes used to deliver goods from global origins to local consumers.

The CONSULTANT will identify the consensus of economic forecasters provided in prior or contemporary studies as it relates to the local and regional markets as well as national freight and trade flows. Special care will be taken to insure that the forecasts consulted are current, and to identify key forecast assumptions. These will assist in providing a basis for forecasting a realistic projection of where, why and how cargo oriented industrial development can take place, and most importantly, how that cargo oriented development will drive economic development and create new jobs in the study region.

Deliverable

Commodity Flow Analysis and Economic Trends Technical Memorandum

Task 5 Logistics Based Development Market Assessment

Building on the information gleaned in Tasks 3 and 4, the CONSULTANT will:

- Analyze a broad array of proposed and potential logistics functions and facilities to identify promising concepts including input sourcing, manufacturing and processing, warehousing and distribution, and e-commerce support facilities, and
- Evaluate the most promising concepts and possible locations for feasibility and net public benefits.

These steps will narrow the range of logistics-based development proposals and document the requirements for success as a guide to evaluating future inland port and related proposals. The completed analysis will serve as a tool to help agencies to navigate through the myriad possible freight development concepts and focus on those with the best chance of real world implementation and concrete public benefits. In keeping with region's goal of identifying feasible and beneficial economic development

opportunities, the CONSULTANT will adopt a pragmatic, reality-based feasibility assessment.

There are four critical categories of freight movement that must be examined in the region's freight market assessment. These include:

- **International intermodal freight.** This freight arrives from an ocean port in a container-20 foot TEU or 40 foot FEU.
- **Domestic intermodal freight.** This freight arrives from a domestic supplier, manufacturer, transload operation, producer or importer-who has entered the cargo into the domestic system at another port-in a domestic container by a rail carrier.
- **Trucked Freight.** This freight is moved by truck from any location in North America, by truck to the logistics center. This section may include international or domestic cargo, or materials moving from suppliers or manufacturers into distribution centers or production centers at an inland port.
- **Bulk Freight.** The ports in eastern NC serve bulk and break-bulk cargo and can serve as a gateway for imports and exports for these types of goods. Bulk commodities are often critical to heavy manufacturing and agricultural industries, thus this type of freight is critical to eastern North Carolina.

Deliverable

Freight Market Assessment Technical Memorandum including recommendations regarding local logistics based development strategies.

Task 6 Conduct Alternative Analysis and Develop Recommendations

The CONSULTANT will define, at a regional priority freight network level, a set of strategies for improving the performance and reducing the negative impact of the regional goods movement system and capitalizing on development opportunities. This will include short- and long-term strategies for addressing critical freight needs and deficiencies while mitigating potential impacts. The CONSULTANT will present “solution packages” that combine infrastructure, operational, and policy-level recommendations to address critical freight needs.

The CONSULTANT will develop cross-cutting freight strategies, which affect all industries, typically address system-level issues, such as truck safety or congestion hot spots, or general capacity needs. The CONSULTANT also will develop industry-specific strategies unique to the critical industries in the Eastern North Carolina region, and typically address specific market, shipping, and modal needs of these key industries. These industry-specific strategies are particularly effective at “putting a real face” on freight issues, making the link between freight efficiency and economic competitiveness

and building the business case for freight improvement strategies among public and private-sector decision-makers.

For each of our alternative solution packages, the CONSULTANT will conduct a “fatal flaw analysis” of the environmental, site and utility engineering, economic, financial, political (local and state) and transportation system feasibility.

The CONSULATANT will use the system performance, economic, and environmental characteristics and impacts of each solution package as inputs to our multi-attribute approach to prioritization. The CONSULTANT will identify all of the affected stakeholder groups for a project and evaluates relevant performance impact metrics for each group, and then summarizes these to show how public and private benefits of a project or group of projects are allocated among stakeholders.

Deliverable

Freight Transportation Investment Strategy that summarizes the proposed solution packages and details the key findings from these analyses.

Task 7 Recommendations, Final Report and Executive Summary

The CONSULTANT will work closely with the MPO Project Manager to build the structure of the final report throughout the course of the study. Each of the task deliverables will effectively be transformed into final report chapters. In order to finalize the recommendations and Freight Plan, the CONSULTANT will conduct a final workshop, a key outcome of which will be recommendations tied to realistic funding sources. The workshop will be held in conjunction with one of the RFAC meetings.

Workshop Elements

- Summary of existing conditions within the region and external changes and trends likely to impact the region in the future.
- Evaluation of critical strategic issues affecting freight transportation and inland port and other economic development in the region.
- Assessment of economic and community impacts and mitigation strategies.
- Recommended projects and actions to meet the goods movement needs while mitigating the negative community impacts.
- Discussion of realistic funding options.

Following the workshop, the CONSULTANT will work with the MPO to determine the appropriate format of all deliverables including a brochure type executive summary. In addition to the final report, the CONSULTANT will develop a communication strategy for

disseminating the findings and communicating the Plan to the stakeholders, elected officials, local planners and the public. The CONSULTANT will complete all study tasks and documentation within a 12 months from notice to proceed.

Deliverables

- Draft and Final Eastern North Carolina Regional Freight Plan
- Executive Summary in color brochure/poster format
- Project Briefing book/Power Point.
- Technical data and information (including data, GIS files, interview notes and other supporting information) from each of the technical tasks.

I.B. Subconsultant Utilization

The CONSULTANT shall only utilize subconsultants and/or subfirms that are prequalified by the North Carolina Department of Transportation to perform the specified professional or specialized services needed.

The CONSULTANT shall utilize the subconsultant(s) and/or subfirm(s) as proposed in the CONSULTANT'S Letter of Interest (LOI) or project proposal to the CITY regarding the requested services. The CONSULTANT shall indicate the proposed utilization (CONSULTANT name and percentage) for both the Prime Consultant and any/all subconsultant(s) firms in the LOI on the appropriate FORM RS-2(s), as included in ATTACHMENT B.

The CONSULTANT shall insure that any/all subconsultant(s) or subfirms(s) shall comply with the terms and conditions set forth in this AGREEMENT.

I.C. Subcontracts

I.C.1. The CONSULTANT and/or subconsultant will not sublet any portion of the work covered by this AGREEMENT without prior written approval by the CITY.

I.C.2. The CONSULTANT will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.

I.C.3. The CONSULTANT will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

I.C.4. The CONSULTANT shall notify all subconsultants under this contract of ALL new work assignments made by the CITY to the CONSULTANT regardless of any particular subconsultant's engagement level under a particular task order. This notification information may be requested by the CITY in the form of a report.

I.D. Work Standards

The CONSULTANT will perform the studies, prepare documents and reports, and develop plans in accordance with all applicable State and Federal regulations and safety guidelines.

I.E. Deliverables

The CONSULTANT will submit to the CITY the work products outlined in the detailed SCOPE OF WORK developed for each task. All deliverables will be in accordance to guidelines of the CITY.

I.F. Guidelines

All work under this contract shall be performed in accordance with all applicable guidelines published by the CITY, and in accordance with the SCOPE OF WORK developed for each task.

I.G. When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the CONSULTANT to provide traffic control including flagmen and/or any other necessary devices in accordance with the "Manual on Uniform Traffic Control Devices" (Current Edition), the "N. C. Department of Transportation - Construction and Maintenance Operations Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

ARTICLE II - DATA AND SERVICES TO BE PROVIDED BY THE STATECITY

II.A. Data and Services

II.A.1. The staff person assigned the proposed project in the respective Branch, Unit, or Division shall serve as the CITY's Project Manager for this AGREEMENT.

II.A.2. The CITY shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for each task, which may include but is not limited to, the following:

- Guidelines for any applicable discipline; and
- All data in the hands of the CITY that can be released that would assist the CONSULTANT in the accomplishment of the work.

ARTICLE III - TIME OF BEGINNING AND COMPLETION

- III.A. Work will begin immediately following written Notice of Execution of this AGREEMENT and Notice to Proceed to begin work on a specified task. The work will be completed according to a written schedule mutually agreed upon by the CITY and the CONSULTANT. The CONSULTANT will be responsible for implementing and monitoring the schedule.

This Agreement will expire OCTOBER 31, 2019 or after the not-to-exceed amount has been depleted, whichever comes first.

This Agreement may be extended, if mutually agreed upon by the CITY and the CONSULTANT.

- III.B. Written approval from the Professional Services Management Unit, or the contracting Business Unit, of the CONSULTANT scope of work and cost estimate for each individual task assigned to the CONSULTANT shall be considered the Notice-to-Proceed. If additional tasks beyond the agreed-upon scope of work for the individual project are required to complete the assignment then a new written amended scope of work will be developed for the additional services. The CONSULTANT shall notify the CITY's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. All changes related to scope of work will be directed by and through the Professional Services Management Unit, or the contracting Business Unit. The CONSULTANT must never under any circumstance exceed the approved cost estimate without prior written authorization from the Professional Services Management Unit, or the CITY.

- III.C. No new assignment will be issued from the date of execution or after the not-to-exceed amount has been depleted, which ever occurs first. No additional work may be assigned under this AGREEMENT after that date unless appropriate supplemental agreements are in place. Work and billings on assignments with a signed notice to proceed before the end of the contract term will continue until satisfactory completion of the assignment deliverables.

ARTICLE IV - COMPENSATION AND PAYMENTS

- IV.A. Fees and Costs

As compensation for the professional services outlined in ARTICLE I, a maximum fee amount will be established. The maximum fee amount for the services covered under this AGREEMENT shall not exceed **\$297,366** (Two Hundred Ninety Nine Thousand and Nine Hundred Dollars). The professional services will be performed as individual tasks with lump sum or cost-plus compensation negotiated for each task. The lump sum amount negotiated for each task will be full compensation for all direct salary costs, overhead, direct non-salary costs, and operating margin incurred for the duration of the task. Direct salary costs from Attachment A shall be used to compute the lump sum or cost-plus amount for assignments assigned during the first year of the contract. The CONSULTANT shall always use their current overhead and cost of capital rates once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead and cost of capital rates. The CONSULTANT will also be paid for other direct non-salary reimbursement costs as established in the NCDOT Field Fiscal Procedures Manual and in Attachment B of this AGREEMENT.

Overhead

Overhead rates for actual cost AGREEMENTs are not provisional and there will be no reconciliation to true up actual period costs. Once the NCDOT Office of Inspector General issues an acceptance letter for the current year's overhead rate, then the CONSULTANT should at that time begin billing the updated rate. Please refer to NCDOT Audit Requirements at the following site: <https://connect.ncdot.gov/business/consultants/Roadway/NCDOT%20Audit%20Requirements%20-%20Updated.pdf> .

Non-Salary Direct Costs

Non-salary direct costs from the web site <https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx> shall be used. These are subject to change during the life of the AGREEMENT. Other non-salary direct costs will be reimbursed by copy of invoices, receipts, leases (field office), bills or established rates (truck, etc.).

IV.B. Progress Report/Project Schedule

The CONSULTANT shall prepare a written progress report as required by the CITY's Project Manager during work which is in progress under this AGREEMENT. The progress report shall discuss accomplishments to date, provide percent of tasks completed, provide current and updated projects schedules, and identify outstanding issues or problems. Subsequent to the preparation of each progress report, the CONSULTANT may be requested to meet with the CITY to discuss project progress. **The progress report and an updated project schedule will be submitted to the CITY's Project Manager.**

The CONSULTANT shall, with each month's Progress Report/Invoice indicate in the form of a report, the cumulative total of all payments to subconsultants

under this contract, regardless of any particular subconsultant's engagement level under a particular task order.

IV.C. Payment and Retainage

Invoices shall be in the CITY's format and shall include a DBE-IS form with each invoice. Invoices shall be paid by the CITY within twenty-five days (25) of receipt. Interest will be added to accounts by the CONSULTANT for invoices not paid by the CITY within 25 days at the maximum rate allowed by law. If the CITY fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the CITY, suspend services and withhold deliverables until all amounts due are paid

The CITY may withhold retainage on this contract if deemed necessary by the Contract Administrator assigned by the CITY to this AGREEMENT. If retainage is withheld, payment for retainage may be released at any time during the contract period at the discretion of the contracting officer. The CONSULTANT may withhold retainage on subconsultants only if the CITY withholds retainage on the subconsultant's portion of the contract. If the CONSULTANT withholds retainage from the subconsultant, it will be released upon request for final payment from the subconsultants.

The CONSULTANT shall pay subconsultants for work performed after CONSULTANT receives payment from the CITY for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. It shall be the responsibility of the CONSULTANT and all subconsultants to keep records of all payments requested and the dates received. The CITY may request copies of this information in the form of a report.

Reporting Subconsultant(s) and/or Subfirm(s)

When payments are made to Subconsultant(s) and/or Subfirm(s), including material suppliers, Firms at all levels (CONSULTANT, subconsultant, or second tier subconsultant) shall provide the CITY's Project Manager or Contract Administrator with an accounting of said payments. This accounting shall be furnished to the CITY's Project Manager or Contract Administrator for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the prequalified bidders list or the removal of other entities from the approved subconsultants list. The accounting shall list for each payment made to a Subconsultant(s) and/or Subfirm(s) the following:

Project Number
Payer CONSULTANT Name and Federal Taxpayer ID
Receiving Subconsultant or Material Supplier and Federal Taxpayer ID

Amount of Payment

Date of Payment

This document shall be on the Department's Subconsultant Payment Information Form.

A responsible fiscal officer of the payee CONSULTANT, subconsultant, or second tier subconsultant who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the CITY's Project Manager or Contract Administrator.

IV.D. Inflation Adjustment

The salary rates contained in Attachment a may be updated one year from the execution date of this AGREEMENT in accordance with the CONSULTANT'S corporate policies and upon submission of an amended payroll register. Additional updates, persons and personnel categories can be added to the payroll register, as needed, during the duration of the agreement, upon mutual agreement of both parties.

IV.E. Supplemental Agreement(s)

If and when the expenditures approach 75% of the not-to-exceed amount of the individual tasks under this AGREEMENT, the CITY's Project Manager shall be notified in writing. At that time, the CITY's Project Manager and the CONSULTANT will review the work progress and determine the probability of a cost overrun and the need for a supplemental agreement. This review shall be made without interruption of the work.

The CONSULTANT shall notify the CITY's Project Manager when the cumulative value of all Task Orders under this AGREEMENT approaches 90% of the total AGREEMENT Value.

IV.F. Maintenance of Information and Reports

IV.F.1. NCDOT Information

IV.F.1.a. All work will be administered and performed in accordance with Federal Aid Policy Guide - 23 CFR 172, the North Carolina Administrative Code, all relevant North Carolina General Statutes and all United States Statutes.

IV.F.1.b. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subconsultant to comply with sections 103 and 107 of the Contract Work Hours and

Safety Standards Act (40 USC Chapter 37) as supplemented by Department of Labor regulations (29 CFR, Part 5).

IV.F.1.c. Subcontracts exceeding \$10,000 shall require the subconsultant to comply with all Federal and State Statutes and regulations required in the AGREEMENT.

IV.F.2. Availability of Information

IV.F.2.a. The CONSULTANT will maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the CITY, North Carolina Department of Transportation or the Federal Highway Administration or any other authorized representative of the CITY, North Carolina Department of Transportation or Federal Highway Administration. Copies thereof will be furnished to the CITY, North Carolina Department of Transportation and/or Federal Highway Administration if requested. The CONSULTANT and any or all subconsultants will use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

IV.F.2.b. The CONSULTANT will require all subconsultants to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information pertaining to cost, and further to require that said subconsultants make these materials available to the CITY, North Carolina Department of Transportation and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date of final payment, and to require said subconsultants to furnish copies of such documents to the CITY, North Carolina Department of Transportation and/or Federal Highway Administration upon request. The CONSULTANT will affirmatively enforce this provision of this contract with the subconsultant upon request of the CITY, North Carolina

Department of Transportation or the Federal Highway Administration.

IV.F.2.c. The CONSULTANT shall notify the CITY in writing of significant changes within the CONSULTANT'S firm (e.g., change of name, address, telephone number, project-related personnel changes, etc.). This responsibility includes ensuring the CONSULTANT'S qualification paperwork and registration information is current in the CITY's and the North Carolina Department of Transportation's files.

IV.G. No Guarantee of Need for Services

The CONSULTANT understands and agrees that this agreement does not guarantee that services will be needed from the CONSULTANT. The CONSULTANT further understands and agrees that if the CITY does not require that the CONSULTANT perform services at some point during the period of the agreement, the CONSULTANT will not receive any payment under this agreement. The CITY has exclusive authority to determine when services are needed from the CONSULTANT.

ARTICLE V - MISCELLANEOUS PROVISIONS

V.A. Conferences, Visits to Sites, Inspection of Work

The CONSULTANT will be represented by a responsible member of the firm at any meetings, hearings, consultations, and field conferences deemed necessary by the CITY or the CONSULTANT. All conferences held will be in the vicinity of the Project or in Greenville, North Carolina.

V.B. CONSULTANT'S Responsibility

The CONSULTANT shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall indemnify and save harmless the CITY and shall be fully liable for any additional costs and all claims against the CITY which may arise due to errors, omissions, or negligence of the CONSULTANT or any subconsultants in performing the work required by this AGREEMENT, including but not limited to any and all costs and damages for defending actions or claims under the National Environmental Policy Act (NEPA) or the North Carolina Environmental Policy Act of 1971.

The CONSULTANT shall defend, indemnify and hold harmless the CITY, its officers and employees from any claim, demand, suit, liability, judgment and

expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this AGREEMENT by the CONSULTANT, its agents, employees, and subconsultants or any one for whom the CONSULTANT may be responsible. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CITY or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract in Section V.F.2. PROFESSIONAL LIABILITY INSURANCE.

The CONSULTANT shall indemnify and hold harmless the CITY from any claim, demand, suit, liability, judgment, and expense (including attorney's fees and other costs of litigation) involving damage or loss to the CONSULTANT'S equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this AGREEMENT. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the CITY or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

If, during the duration of this AGREEMENT, the CONSULTANT receives instructions or directions which are considered beyond the scope of work outlined in this AGREEMENT, all work shall be suspended until the matter is resolved. The CONSULTANT shall immediately notify the CITY's Project Manager in writing with a description and justification for the claim of extra work. The CONSULTANT shall not continue work until written notice to proceed is given.

If the CONSULTANT receives incorrect instruction or direction as it relates to the individual scope of work for an assignment, the CONSULTANT will contact the CITY's Project Manager with the details of the work beyond the negotiated Scope of Work herein. The CONSULTANT and CITY's Project Manager will mutually agree upon what direction to pursue before any additional work is undertaken for that specific assignment. If additional services are required, then a new scope of work and estimate will be prepared. The CONSULTANT shall not continue work until a written notice to proceed for the agreed upon services is given.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

V.C. Relationship with Others

The CONSULTANT will cooperate fully with the CITY with municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the CITY. This shall include attendance at meetings, workshops, and hearings and also

includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the CITY. The CONSULTANT will also cooperate fully with the CITY and other agencies on adjacent projects.

V.D. The Professional services provided by the CONSULTANT under this AGREEMENT will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry principles and practices.

V.E. All work shall be administered and performed in accordance with Federal-Aid Highway Program Manual Volume 1, Chapter 7, Section 2 and the relevant parts of North Carolina Administrative Code and General Statutes.

V.F. ADDITIONAL PROVISIONS

V.F.1. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

V.F.2. INSURANCE

The Consultant shall maintain the following insurance coverages while performing in accordance with the terms of this contract, subject to the terms and conditions of the policies:

Workers' Compensation: Statutory

Employer's Liability --	
Each Accident:	<u>\$100,000</u>
Disease, Policy Limit:	<u>\$500,000</u>
Disease, Each Employee:	<u>\$100,000</u>

General Liability --
Each Occurrence (Bodily Injury and Property
Damage): \$1,000,000
General Aggregate: \$2,000,000

Automobile Liability --Combined Single Limit (Bodily
Injury and Property Damage):
Each Accident \$1,000,000

Professional Liability –
Each Claim Made \$1,000,000
Annual Aggregate \$1,000,000

CONSULTANT will furnish the CITY with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide the CITY with 30 days prior written notice of insurance cancellation. The CONSULTANT shall list the City as an additional insured for the General Liability and Automobile Liability insurance.

V.F.3. DESIGN

Unless covered elsewhere in this AGREEMENT, design standards are to be as furnished by the CITY.

V.F.4. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, computations, and maps and other data prepared or obtained under the terms of the contract shall be delivered to and become the property of the CITY without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the CITY, such alteration or reuse shall be at the CITY'S sole risk. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the CITY, if the CITY so elects.

V.F.5. CHANGES IN WORK

All changes in the work will be included in supplemental agreements, which will be executed prior to beginning of such supplemental work. The supplemental work will be approved

by the CITY and all other appropriate agencies prior to doing the work.

V.F.6. DELAYS AND EXTENSIONS

Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.F.7. TERMINATION OR ABANDONMENT

Should the CITY for any reason whatsoever decide to cancel or to terminate the use of the CONSULTANT'S services, it will furnish thirty (30) days written notice thereof to the CONSULTANT who will immediately terminate work, but shall bring to a reasonable stage of completion those items whose value would be otherwise lost without such necessary further work, as may be directed by the CITY, and will turn over to the CITY all data, environmental documents, technical reports, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination, the fee to be paid the CONSULTANT will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work which was to have been performed, less prior partial payments which have been made and also pursuant to an accounting by the CITY and upon approval of the Contract Administrator.

V.F.8. DISPUTE RESOLUTION

All claims by either party arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by either party must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes

V.F.9. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT will comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

1. Selection of Labor

During the performance of this AGREEMENT, the CONSULTANT will not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices

THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

During the performance of this AGREEMENT, the CONSULTANT agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.
- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.

- c. The CONSULTANT will send to each labor union or representative of workers with which the CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY, advising the labor union or workers' representatives of the CONSULTANT'S commitments under this AGREEMENT and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONSULTANT will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
- e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of rules, regulations, or orders referenced hereinabove this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.

- g. The CONSULTANT will include the provisions of the paragraphs under Section V.F.9.2 of this AGREEMENT in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S. Presidential Executive Order No. 11246.

3. Title VI and Nondiscrimination

Purpose

The purpose of this section is to comply with Federal Requirements under United States Department of Transportation Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21 and 23 CFR part 200. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

a. NCDOT Title VI Assurance (1050.2A, Appendix A & E)

- i. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project,

or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of

paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- ii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.),

(prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited

English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the United States Department of Transportation that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (*USDOJ Title VI Legal Manual, VI(F)*)
- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (*23 CFR 200.9(b)(7)*)

- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

4. Incorporation of Provisions:

The CONSULTANT will include the provisions of paragraph V.F.9.3 of this AGREEMENT in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT or subconsultant will take such action with respect to any subcontract, procurement or leases as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONSULTANT become involved in, or is threatened with litigation with a subconsultant, or lessor as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY, and in addition, the CONSULTANT may request the State of North Carolina and United States to enter into such litigation to protect the interests of the United States. The CONSULTANT shall advise the CITY, State of North Carolina and United States in writing of such potential or actual litigation. However, the CITY, State of North Carolina and United States are not required to enter into such litigation by law. The CONSULTANT shall be responsible for paying all litigation expenses, including but not limited to attorneys fees and costs, incurred by the CITY, State of North Carolina and United States defending such litigation.

5. For contracts and subcontracts of amounts in excess of \$100,000.00, the CONSULTANT or subconsultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant will report violations to the grantor agency and to the U.S. Environmental

V.F.10. DISADVANTAGED BUSINESS ENTERPRISE

(a) Policy

It is the policy of the CITY that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The CITY is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

(b) Obligation

In compliance with *Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26*, the CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the North Carolina Department of Transportation deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on

the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the CONSULTANT has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the North Carolina Department of Transportation. A copy of the Form DBE-IS may be found on the NCDOT website.

V.F.11. SMALL PROFESSIONAL SERVICES FIRM

(a) Program

The Small Professional Services Firm (SPSF) Program was developed to provide consultant opportunities for firms that meet the eligibility criteria to compete against other consultant firms that are comparably positioned in their industries. The CITY and North Carolina Department of Transportation is committed to providing contractual opportunities to qualified firms and believes that the total quality of a professional or specialized services team is enhanced by the inclusion of qualified subconsultants.

The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source.

Participation credit cannot be counted unless the firm is certified as a SPSF at the time a letter of interest is submitted for the proposed work.

A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women's Business Enterprise (WBE) may automatically be certified, based on North American Industrial Classification System (NAICS) code classification, as an SPSF and does not need to obtain further SPSF certification.

(b) Replacement of SPSF contractors

The Prime Consultant must not terminate a SPSF listed in the Consultant's Letter of Interest, See Section I.B., for convenience and then perform the work of the terminated subcontract with its own forces, or those of an affiliate, without the Department's prior written consent.

When a SPSF subconsultant is terminated or fails to complete its work on the contract for any reason, the Department encourages the Prime Consultant to make an earnest effort to find another SPSF subconsultant to substitute for the original SPSF. These efforts shall be directed at finding another SPSF to perform at least the same amount of work under the contract as the SPSF that was terminated.

(c) Counting SPSF Participation toward meeting the proposed SPSF Utilization

If a Firm is determined to be an eligible SPSF Firm and certified by the Department, the total dollar value of the participation by the SPSF will be counted toward the utilization. The total dollar value of participation by a certified SPSF will be based upon the value of work actually performed by the SPSF and the actual payments to SPSF Firms by the Consultant.

V.F.12. SUBLETTING, ASSIGNMENT, OR TRANSFERS

There shall be no assignment, subletting or transfer of the interest of the CONSULTANT in any of the work covered by the AGREEMENT without the written consent of the CITY, except that the CONSULTANT may, with prior notification of such action to the CITY, sublet property searches and related services without further approval of the CITY.

V.F.13. CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANT will sign and professional seal all environmental documents, reports, surveys, computations, maps, plans, specifications, estimates, and engineering data furnished by it.

V.F.14. CONTROL OF WORK

All work by the CONSULTANT or subconsultant is to be done in a manner satisfactory to the CITY and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation and in conformity with the Standards adopted by the American Association of State Highway Transportation Officials (AASHTO), and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109(b). The decision of the CITY is to control in all questions regarding location, type of design, dimension of design, and similar questions.

V.F.15. APPROVAL OF PERSONNEL

The CITY shall have the right to approve or reject the CONSULTANT's or subconsultant's project manager, project engineer, design engineer, technicians, and other technical or supervisory personnel assigned to a project.

In the event of engagement, the CONSULTANT or their subconsultant shall restrict such person or persons from working on any of the CONSULTANT'S contracted projects in which the person or persons were formerly involved while employed by the CITY. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the planning, environmental and/or engineering agreement;
- Defining the scope of the contracted work;
- Selection of the CONSULTANT for service;
- Negotiation of the cost of the CONSULTANT'S services (including calculating work days or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the City Manager and approved by the City of Greenville City Council.

Failure to comply with the terms stated above shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

V.F.16. GIFTS AND FAVORS

By N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any CITY employee or State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

V.F.17. CONFLICT OF INTEREST

The CONSULTANT does hereby certify that they have not entered into and, during the lifetime of the AGREEMENT, will not enter into any agreement with a third-party affording the CONSULTANT, or any Subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this AGREEMENT.

Pursuant to N.C.G.S. § 133-1, the CONSULTANT will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest. Pursuant to N.C.G.S. § 133-2, the CONSULTANT will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.

The CONSULTANT does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the CITY.

V.F.18. COMPLIANCE WITH LAW

In performing all of the Services, the Consultant shall comply with all applicable law.

V.F.19. E-VERIFY COMPLIANCE

The CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONSULTANT utilizes a Subconsultant, the CONSULTANT shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The CONSULTANT represents that their firm and its Subconsultant are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

V.F.20. MISCELLANEOUS

Choice of Law and Forum

This contract shall be deemed made in Pitt County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

Waiver

No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

Performance of Government Functions

Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Severability

If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Rights in Deliverables

All deliverables provided by Consultant to the City shall belong to the City. Methodologies, pre-existing intellectual property,

and other instruments of service used to prepare the deliverables shall remain the property of the Consultant. Any data purchased or obtained by Consultant from third parties will remain the property of the third party providing the data, and use of such data may be subject to additional third party license terms.

Confidentiality

The CITY consents to the use and dissemination by the CONSULTANT of photographs of the project and to the use by the CONSULTANT of facts, data and information obtained by the CONSULTANT in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the CITY as confidential, the CONSULTANT shall use reasonable care to maintain the confidentiality of that material.

Attachments

The following Attachments are made a part of this contract:

Attachment A: Fee Structure

Attachment B: Required Documents and Forms

Attachment C: Schedule of Work

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

(REMAINDER OF) THIS PAGE LEFT INTENTIONALLY BLANK.

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

EXECUTED by the CITY this DATE _____.

By: _____

Date: _____

Title: Steve Capecci, Chief Operating Officer

CITY OF GREENVILLE

By: _____

Date: _____

Title: P.J. Connelly, Mayor

APPROVED AS TO FORM

By: _____

Title: 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
City of Greenville Financial Services

CERTIFICATION OF CONSULTANT

_____, being duly sworn, certify that I am the
_____ and duly authorized representative of

whose address is _____

and that neither I nor the above firm I represent or any of its principals:

- (a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this agreement;
- (b) has agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the agreement;
- (d) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (e) has within a three-year period preceding this agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- (f) is presently indicted for or otherwise criminally or civilly charged by governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e. of this certification; and
- (g) has within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

except as here expressly stated (if any):

I acknowledge that this certification is executed according to EXHIBIT A, which is also a part of this agreement, and that if future certifications are required of subconsultants and suppliers, under US DOT Order 4200.5E and 2 CFR Part 180, I shall obtain them.

I acknowledge that this certificate is to be furnished to the North Carolina Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this agreement and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Attest _____
Signature

By _____
Signature

Title

Title

Print or type Signer's name

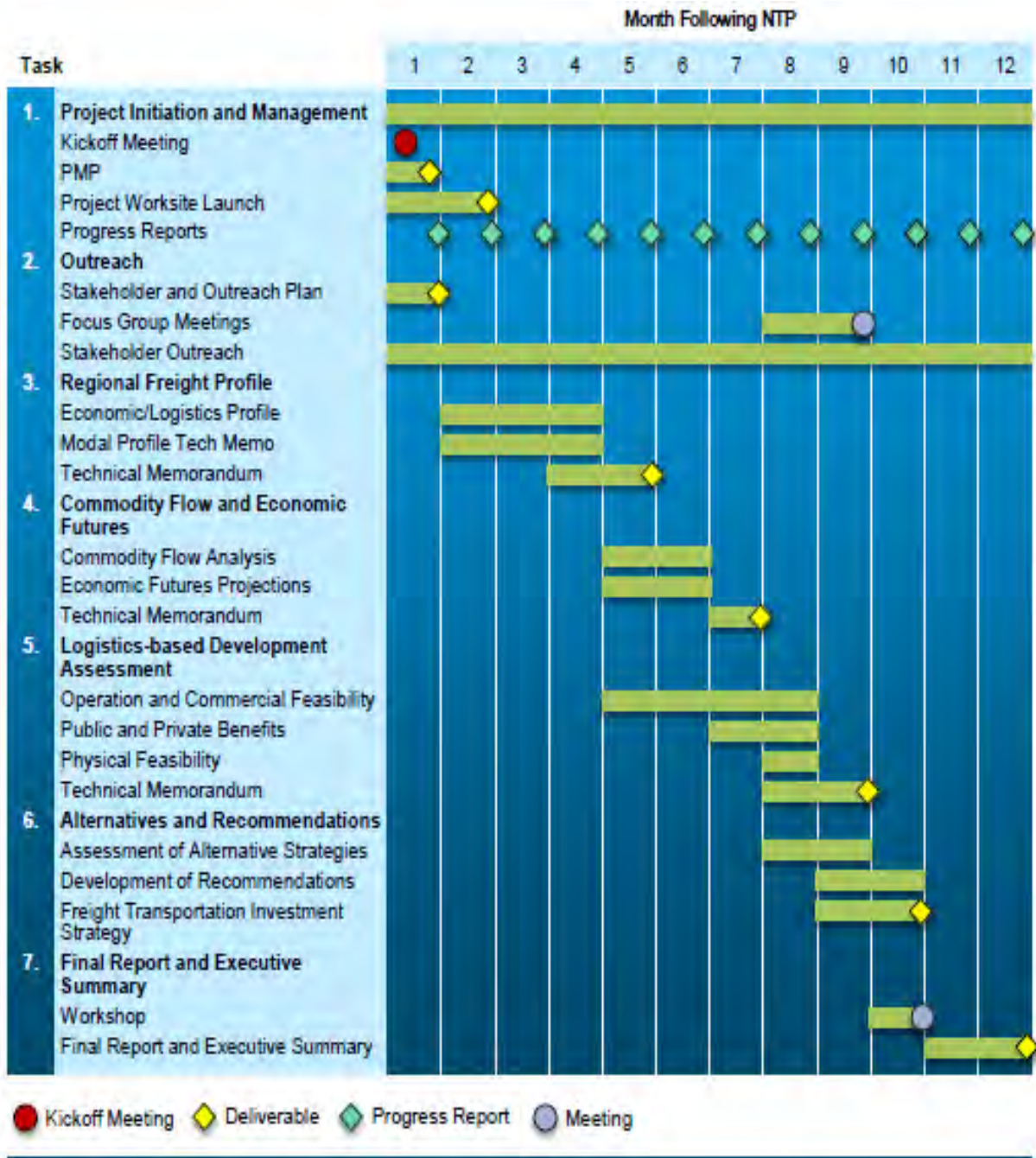
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ATTACHMENT A

Name	Rate	Task 1- Project Management		Task 2- Stakeholder Outreach		Task 3- Data Collection and Analysis		Task 4- Commodity Flow and Economic Futures		Task 5- Logistics Based Development Assessment		Task 6- Alternatives Analysis and Recommendation Screening		Task 7- Final Report and Documentation		Total	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Direct Labor																	
Paula Dowell	\$ 105.84	6	\$ 635	32	\$ 3,387	4	\$ 423	8	\$ 847	20	\$ 2,117	16	\$ 1,693	20	\$ 2,117	106	\$ 11,219
David Willauer	\$ 73.08	20	\$ 1,462	40	\$ 2,923	20	\$ 1,462	16	\$ 1,169	30	\$ 2,192	32	\$ 2,339	24	\$ 1,754	182	\$ 13,301
Lisa Destro	\$ 46.39	8	\$ 371	48	\$ 2,227	32	\$ 1,484	36	\$ 1,670	48	\$ 2,227	40	\$ 1,856	40	\$ 1,856	252	\$ 11,691
Chris Lindsey	\$ 41.84	-	\$ -	-	\$ -	40	\$ 1,674	40	\$ 1,674	48	\$ 2,008	60	\$ 2,510	16	\$ 669	204	\$ 8,535
Mohammadreza Kamali	\$ 33.50	-	\$ -	-	\$ -	60	\$ 2,010	60	\$ 2,010	96	\$ 3,216	96	\$ 3,216	-	\$ -	312	\$ 10,452
Alpesh Patel	\$ 68.19	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	20	\$ 1,364	-	\$ -	20	\$ 1,364
Anne Wakeman	\$ 31.06	-	\$ -	-	\$ -	4	\$ 124	4	\$ 124	4	\$ 124	4	\$ 124	24	\$ 745	40	\$ 1,241
Direct Labor Subtotal		34	\$ 2,468	120	\$ 8,537	160	\$ 7,177	164	\$ 7,494	246	\$ 11,884	268	\$ 13,102	124	\$ 7,141	1,116	\$ 57,803
Salary Increases Effective February 1	2.66%		\$ 66		\$ 227		\$ 191		\$ 199		\$ 316		\$ 349		\$ 190		\$ 1,538
Direct Labor Total			\$ 2,534		\$ 8,764		\$ 7,368		\$ 7,693		\$ 12,200		\$ 13,451		\$ 7,331		\$ 59,341
Overhead (on direct labor)	193.66%		\$ 4,907		\$ 16,972		\$ 14,269		\$ 14,898		\$ 23,627		\$ 26,049		\$ 14,197		\$ 114,919
Labor and Overhead Total			\$ 7,441		\$ 25,736		\$ 21,637		\$ 22,591		\$ 35,827		\$ 39,500		\$ 21,528		\$ 174,260
Direct Expenses																	
Travel			\$ 2,617		\$ 2,612		\$ -		\$ -		\$ -		\$ 2,128		\$ -		\$ 7,357
Shipping			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Outside Graphics & Copying			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 500		\$ 500
Teleconferencing			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Direct Expenses			\$ 2,617		\$ 2,612		\$ -		\$ -		\$ -		\$ 2,128		\$ 500		\$ 7,857
SUBCONTRACTORS:																	
KHA																	
Direct Labor :																	
Allison Fluitt	59.38	6	\$ 356	12	\$ 713	16	\$ 950	-	\$ -	16	\$ 950	24	\$ 1,425	16	\$ 950	90	\$ 5,344
Kristina King	31.74	-	\$ -	20	\$ 635	40	\$ 1,270	-	\$ -	40	\$ 1,270	60	\$ 1,904	16	\$ 508	176	\$ 5,587
Kenny Monroe	57.22	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 458	-	\$ -	8	\$ 458
Tim Padgett	59.38	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 475	-	\$ -	8	\$ 475
Nathaniel Heyward	32.70	-	\$ -	-	\$ -	20	\$ 654	-	\$ -	40	\$ 1,308	60	\$ 1,962	-	\$ -	120	\$ 3,924
Direct Labor Total		6	\$ 356	32	\$ 1,348	76	\$ 2,874	-	\$ -	96	\$ 3,528	160	\$ 6,224	32	\$ 1,458	402	\$ 15,788
Overhead	194.67%		\$ 693		\$ 2,624		\$ 5,595		\$ -		\$ 6,868		\$ 12,116		\$ 2,838		\$ 30,734
Direct Expenses:																	
Travel			\$ 200		\$ 600		\$ 200		\$ -		\$ -		\$ 600		\$ 200		\$ 1,800
Postage & Shipping			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Graphics & Copying			\$ -		\$ 100		\$ 50		\$ -		\$ 50		\$ 100		\$ 50		\$ 350
Telephone & Fax			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Direct Expenses			\$ 200		\$ 700		\$ 250		\$ -		\$ 50		\$ 700		\$ 250		\$ 2,150
Total Costs			\$ 1,249		\$ 4,672		\$ 8,719		\$ -		\$ 10,446		\$ 19,040		\$ 4,546		\$ 48,672
Fee	10.00%		\$ 105		\$ 397		\$ 847		\$ -		\$ 1,040		\$ 1,834		\$ 430		\$ 4,653
FCCM	0.57%		\$ 2		\$ 8		\$ 16		\$ -		\$ 20		\$ 35		\$ 8		\$ 89
Total Price - KHA			\$ 1,356		\$ 5,077		\$ 9,582		\$ -		\$ 11,506		\$ 20,909		\$ 4,984		\$ 53,414
Baseline Mobility																	
Labor :																	
Mustaqur Rahman	175.00	8	\$ 1,400	-	\$ -	16	\$ 2,800	-	\$ -	-	\$ -	-	\$ -	-	\$ -	24	\$ 4,200
Nasima Rahman	175.00	-	\$ -	-	\$ -	8	\$ 1,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 1,400
Sonia Shahnoj	143.00	-	\$ -	-	\$ -	40	\$ 5,720	-	\$ -	-	\$ -	-	\$ -	-	\$ -	40	\$ 5,720
Lamia Tahsin	80.00	-	\$ -	-	\$ -	72	\$ 5,760	-	\$ -	-	\$ -	-	\$ -	-	\$ -	72	\$ 5,760
K. Nabid Morshead	72.00	-	\$ -	-	\$ -	72	\$ 5,184	-	\$ -	-	\$ -	-	\$ -	-	\$ -	72	\$ 5,184
Labor Total		8	\$ 1,400	-	\$ -	208	\$ 20,864	-	\$ -	-	\$ -	-	\$ -	-	\$ -	216	\$ 22,264
Direct Expenses:																	
Travel			\$ -		\$ -		\$ 500		\$ -		\$ -		\$ -		\$ -		\$ 500
Postage & Shipping			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Graphics & Copying			\$ -		\$ -		\$ 100		\$ -		\$ 50		\$ -		\$ 50		\$ 200
Telephone & Fax			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Direct Expenses			\$ -		\$ -		\$ 600		\$ -		\$ 50		\$ -		\$ 50		\$ 700
Total Price - Baseline Mobility			\$ 1,400		\$ -		\$ 21,464		\$ -		\$ 50		\$ -		\$ 50		\$ 22,964
Cherry consulting of NC																	
Labor :																	
Rebecca Cherry	165.00	8	\$ 1,320	24	\$ 3,960	-	\$ -	-	\$ -	24	\$ 3,960	-	\$ -	-	\$ -	56	\$ 9,240
David Rhew	98.00	-	\$ -	40	\$ 3,920	-	\$ -	-	\$ -	60	\$ 5,880	-	\$ -	-	\$ -	100	\$ 9,800
Labor Total		8	\$ 1,320	64	\$ 7,880	-	\$ -	-	\$ -	84	\$ 9,840	-	\$ -	-	\$ -	156	\$ 19,040
Direct Expenses:																	
Travel			\$ -		\$ 300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 300
Graphics & Copying			\$ -		\$ 100		\$ -		\$ -		\$ 100		\$ -		\$ -		\$ 200
Total Direct Expenses			\$ -		\$ 400		\$ -		\$ -		\$ 100		\$ -		\$ -		\$ 500
Total Price - Cherry consulting of NC			\$ 1,452		\$ 9,068		\$ -		\$ -		\$ 10,924		\$ -		\$ -		\$ 21,444
Total Subcontractors		22	\$ 4,208	96	\$ 14,145	284	\$ 31,046	-	\$ -	180	\$ 22,480	160	\$ 20,909	32	\$ 5,034	774	\$ 97,822
Total Costs			\$ 14,266		\$ 42,493		\$ 52,683		\$ 22,591		\$ 58,307		\$ 62,537		\$ 27,062		\$ 279,939
Fixed Fee	10.00%		\$ 744		\$ 2,574		\$ 2,164		\$ 2,259		\$ 3,583		\$ 3,950		\$ 2,153		\$ 17,427
TOTAL COST PLUS FEE		56	\$ 15,010	216	\$ 45,067	444	\$ 54,847	164	\$ 24,850	426	\$ 61,890	428	\$ 66,487	156	\$ 29,215	1,890	\$ 297,366

ATTACHMENT B: Required Documents and Forms

ATTACHMENT C: Schedule of Work





City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Municipal Agreement with the North Carolina Department of Transportation for Acceptance of State Planning and Research Funds Necessary to Complete the Eastern North Carolina Regional Freight Mobility Plan

Explanation: **Abstract:** The City of Greenville, as Lead Planning Agency of the Greenville Urban Area Metropolitan Planning Organization (MPO), has been awarded State Planning and Research (SPR) grant funding necessary to complete the Eastern North Carolina Regional Freight Mobility Plan. SPR funding represents 95% percent of the total cost with the Regional Planning Organization partners responsible for a 5% local match on this project.

Explanation: In response to legislative requirements and surrounding regional efforts, planning organizations within Eastern North Carolina have partnered to complete a multimodal freight planning project known as the Eastern North Carolina Regional Freight Mobility Plan. The City of Greenville, as the Lead Planning Agency for the Greenville Urban Area Metropolitan Planning Organization (MPO), applied for SPR funding through NCDOT's Transportation Planning Division (TPD) and was subsequently awarded \$285,000, or 95% of the estimated project cost, for solicitation and award of a professional services contract necessary to complete development of the Eastern North Carolina Regional Freight Plan. This planning project will encompass 3 NCDOT Divisions, 10 regional planning organizations, and 28 counties.

SPR funds are federally allocated funds awarded by NCDOT for innovative and large-scale transportation planning and research projects. The SPR funds for the Eastern North Carolina Regional Freight Mobility Plan have been programmed into NCDOT TPD's yearly SPR budget and approved by the Federal Highway Administration (FHWA) ensuring fund allocation and award necessary to complete this effort within the estimated 12-month planning process. Contracting and work for this effort will be managed by MPO staff on behalf of the Planning Organizations involved.

NCDOT and FHWA procedures and policies for SPR funds and consultant procurement and management will be adhered to for the duration of this process. This

project is scheduled for completion in September 2018 in accordance with the end of the Federal Fiscal Year 2019.

Fiscal Note:

The budget for the Eastern North Carolina Regional Freight Study is set as not to exceed \$300,000. The cost to develop the Eastern North Carolina Regional Freight Mobility Plan will utilize State Planning and Research (SPR) grant funding to pay for \$285,000 (95%), with the remaining \$15,000 (5%) to be cost-shared among the partner planning organizations within the region. The Greenville Urban Area MPO's cost for this project is \$2,500, which will be further cost-shared among the MPO's jurisdictional partners proportional to population ratios of the MPO. The City of Greenville's total contribution for this project is approximately \$1,590.

Recommendation:

City Council approve the Municipal Agreement with NCDOT accepting SPR funds necessary to complete the Eastern North Carolina Regional Freight Mobility Plan.

ATTACHMENTS:

- ▣ **NCDOT Agreement 8146**

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

PITT COUNTY

DATE: 8/01/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0528CI

AND

WBS Element: 48232.3.9

CITY OF GREENVILLE

FEDERAL-AID NUMBER: SPR-0SPR(196)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$285,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greenville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of State Planning and Research (SPR) funds to be available for certain specified transportation activities; and,

WHEREAS, the Greenville Metropolitan Planning Organization (MPO) has requested federal SPR funding for the Eastern North Carolina Freight Mobility Plan, hereinafter referred to as the Project, in Pitt County, North Carolina; and,

WHEREAS, the Municipality is the Lead Planning Agency for the MPO and will act as the fiscal agent and responsible party on behalf of the MPO; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$240,000 for the Project; and,

WHEREAS, the Department has allocated additional state funding, under State Bill 136-214, to provide a portion of the non-federal match, in the amount of \$45,000; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of developing a regional level plan available to all participating communities and the public for use. Currently the project is proposed to analyze the current freight network to

identify deficiencies, with help from economic development and Industry professionals, and to propose projects and strategies that shall alleviate the identified deficiencies. In addition, the project should include a database to be available to all of the communities to be used as an economic development tool to engage and secure industry within Eastern North Carolina.

The Department's funding participation in the Project shall be restricted to the consultant contract costs related to developing the regional freight plan. No funding should be used on Municipality staff time for this Project.

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse eighty (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Two Hundred Forty Thousand Dollars (\$240,000), and an additional fifteen percent (15%) of eligible expenses up to Forty-Five Thousand Dollars (\$45,000), as detailed in the FUNDING TABLE below, for a portion of the non-federal match. The Municipality shall provide the remaining non-federal match and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$		Non-Federal Match Rate
SPR	\$240,000	80%	\$45,000	STATE	15%
			\$15,000	LOCAL	5%
Total Federal Funding		\$240,000	Total Non-Federal Match		\$60,000
Total Available Funding		\$300,000			

4. PERIOD OF PERFORMANCE

The Municipality has eighteen (18) months to complete all work outlined in the Agreement from the date of authorization of Federal funds. Completion for this Agreement is defined as completion of all activities related to the study, acceptance of the project, and submission of a final reimbursement package to the Department.

If the Municipality fails to meet the milestone, then the Municipality must request additional time and the Department may, but is not required to, approve any extensions. A supplemental agreement must be executed to document any time extensions. The Department and/or FHWA

reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. FUNDING AUTHORIZATION

Upon receipt of an executed agreement, the Department will authorize funds and shall issue a Notice to Proceed to the Municipality, in writing, once funds have been authorized and can be expended.

6. PROCUREMENT OF MATERIALS AND SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to the following, as applicable:

- Title 2 Code of Federal Regulations Part 200.318;
- Title 23 of the Code of Federal Regulations, Part 172;
- Title 40 United States Code, Chapter 11, Section 1101-1104;
- NCGS 143-64, Parts 31 and 32;
- TPD's *Procurement of Consultant Services by MPO* procedure;
- The Department's *Small Professional Service Firm (SPSF) Program Guidelines*;
- The Department's *Policies and Procedures for Major Professional or Specialized Services Contracts* for contracts valued at or above \$50k; and,
- The Department's *Local Programs Management Handbook* for professional service contracts valued under \$50k.

Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed. The Department will only reimburse up to the amounts approved by External Audit, regardless of the dollar amount agreed to by the Municipality in any executed contracts.

7. PROJECT DELIVERY

The Municipality shall be responsible for all phases of project delivery for the Project, including solicitation and administration of consultant contracts.

The Municipality shall include the Transportation Planning Division (TPD) staff in the following:

- All phases of project development
- All steering committee meetings
- All sub-committee meetings, if applicable
- All public input opportunities

The Municipality shall submit a draft version of the study to TPD for review and comment. The Municipality and their consultant shall address TPD staff's comments prior to the Municipality's approval of the draft study. The Municipality shall make the final product or study report available online via the MPO's website.

8. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Consultant Contract costs for developing the Plan

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

BILLING THE DEPARTMENT

- **PROCEDURE**

All invoices must be submitted and processed for payment as specified in the TPD's *MPO Administration – Process MPO Invoices* procedure. Supporting documentation in the form of a progress report and description of work accomplished in time period stated

in each invoice shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

- **TIME FRAME FOR INVOICE SUBMITTAL**

The Municipality shall initially fund one hundred percent (100%) of the Project's costs, and seek reimbursement, at least quarterly, at the agreed-upon reimbursement rate from the Department's federal funding and non-federal match.

- **TIMELY SUBMITTAL OF INVOICES**

Failure to submit quarterly invoices places federal funds at risk of deobligation. Should federal funds be deobligated due to the Municipality's lack of invoicing the Department, the Department and FHWA shall not be obligated to reimburse the Municipality for expenses invoiced after the deobligation, even if those expenses occurred during a time period when the project was authorized.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

9. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly and final reports as specified in the TPD'S *MPO Administration – Process MPO Invoices* procedure, currently located at https://connect.ncdot.gov/projects/planning/TransPlanManuals/Process%20MPO_invoices.pdf.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial

Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

10. TERMINATION OF AGREEMENT

If the Municipality decides to terminate the Agreement without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Agreement.

The Agreement may be terminated by either party by giving 30 days written notice to the other party prior to the date of termination. If the Municipality and the Department mutually decide to terminate the Agreement, the costs expended to date by the Municipality will be reimbursed with the available funding.

If the Department terminates the Agreement for cause, then the Municipality may be liable for reimbursement of expended funds.

11. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation

in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for State Planning and Research funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

12. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

L.S. ATTEST:

CITY OF GREENVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the City of Greenville as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Greenville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (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.

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Fourteenth Street Improvements Project

Explanation: **Abstract:** The City is entering into a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for betterments for Project No. U-5917, Roadway Improvements on SR 1704 (Fourteenth Street) from north of Red Banks Road to SR 1708 (Firetower Road). At the request of the City, and in accordance with NCDOT's Pedestrian Policy Guidelines, NCDOT shall include provisions in its construction contract for the construction of new 5-foot sidewalk on both sides of Fourteenth Street within the limits of the City of Greenville and for portions within the County limits of the project.

Explanation: NCDOT has programmed Roadway Improvements on SR 1704 (Fourteenth Street) from north of Red Banks Road to SR 1708 (Firetower Road). At the request of the City of Greenville, and in accordance with NCDOT's Pedestrian Policy Guidelines, NCDOT shall include provisions in its construction contract for the construction of new 5-foot sidewalk on both sides of Fourteenth Street within the City limits and for portions within the County limits of the project.

Work will be performed in accordance with the NCDOT policies, procedures, standards, specifications, and the following provisions: NCDOT will prepare the environmental and/or planning document, obtain any environmental permits required, prepare the project plans and specifications, acquire any needed right-of-way required, construct the Project in accordance with the plans and specifications as approved by NCDOT, and administer the construction contract.

Upon completion of the project, the City of Greenville will assume all maintenance responsibilities for the betterments and release NCDOT from all liability relating to such maintenance. In accordance with the Pedestrian Policy Guidelines, the City of Greenville will reimburse NCDOT 40% of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities. NCDOT shall participate in 60% of the actual cost of the pedestrian facilities for that

portion of the project within the corporate limits and Pitt County where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is \$196,225. The estimated cost to the City of Greenville is \$78,490. Both parties understand that this is an estimated cost and is subject to change.

Construction is scheduled to begin in FY 2021 and be completed in FY 2023. Upon completion of the project, NCDOT will invoice the City for its share of the actual costs of the betterments. Reimbursement to NCDOT shall be made in one final payment within 60 days of invoicing by NCDOT.

Fiscal Note:

The City will be responsible for 40% of the actual cost (estimated at \$78,490) of all requested betterments, which will be paid for from the Capital Improvement Funds and due to be invoiced to the City in FY 2023. Annual maintenance cost is estimated to be \$3,100.

Recommendation:

City Council approve the Municipal Agreement with NCDOT for betterments along Fourteenth Street.

ATTACHMENTS:

- ☐ NCDOT Agreement for 14th Street

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT WITH BETTERMENTS**

PITT COUNTY

DATE: 7/17/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5917

AND

WBS Elements: 44679.3.1

CITY OF GREENVILLE

AND

PITT COUNTY

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greenville, a local government entity, hereinafter referred to as the "Municipality", and Pitt County, a local government entity, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality/County under Project U-5917, in Pitt County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of improvements on SR 1704 (Fourteenth Street) from north of Red Banks Road to SR 1708 (Firetower Road).
2. At the request of the Municipality, and in accordance with the Department's *Pedestrian Policy Guidelines*, the Department shall include provisions in its construction contract for the construction of new sidewalk within the Municipal limits and for portions within the County limits of the project: 5 foot sidewalk on both sides of SR 1704 (Fourteenth Street). Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

6. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

8. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
9. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the sidewalk within the Municipal limits and for those portions within the County limits and release the Department from all liability relating to such maintenance.

BETTERMENT COSTS AND FUNDING

10. The Municipality shall participate in the Betterment costs of the Project as follows:
 - A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department forty percent (40%), of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities. The Department shall participate in sixty percent (60%) of the actual cost of the pedestrian facilities for that portion of the project within the corporate limits, where new pedestrian facilities are to be

installed. The estimated cost of the pedestrian facilities is \$196,225. The estimated cost to the Municipality is \$78,490. Both parties understand that this is an estimated cost and is subject to change.

TOTAL ESTIMATED COST TO THE MUNICIPALITY: \$78,490

- B. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.

- C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement

ADDITIONAL PROVISIONS

- 11. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

- 12. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

- 13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

- 14. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

- 15. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

16. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
17. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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

L.S. ATTEST: CITY OF GREENVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the City of Greenville as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

BY: _____ (FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____ (CHIEF ENGINEER)

DATE: _____

L.S. ATTEST:

PITT COUNTY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Approved by _____ of the local governing body of the Pitt County as
attested to by the signature of Clerk of said governing body on _____ (Date)

Remittance Address:

Pitt County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

Agreement ID # 8065



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Evans Street/Old Tar Road Multi-Lane Improvement Project

Explanation: **Abstract:** The City is entering into a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for betterments for Project No. U-2817, Roadway Improvements on SR 1700 (Evans Street/Old Tar Road) from SR 1711 (Worthington Road) to US 264 (Greenville Boulevard) to widen to multi-lanes. At the request of the City, and in accordance with NCDOT's Pedestrian Policy Guidelines, NCDOT shall include provisions in its construction contract for the construction of new sidewalk within the City limits and for portions within the County limits of the project.

Explanation: NCDOT has programmed Roadway Improvements on SR 1700 (Evans Street/Old Tar Road) from SR 1711 (Worthington Road) to US 264 (Greenville Boulevard). At the request of the City, and in accordance with NCDOT's Pedestrian Policy Guidelines, NCDOT shall include provisions in its construction contract for the construction of new sidewalk within the City limits and for portions within the County limits of the project as follows: 5-foot sidewalk on the east side of Evans Street from the southern city limits to approximately 600 feet north of Red Banks Road, 5-foot sidewalk on the west side of Evans Street from the southern city limits to 1100 feet south of Fire Tower Road, and from Fire Tower Road to 600 feet north of Red Banks Road.

Work will be performed in accordance with NCDOT's policies, procedures, standards, specifications, and the following provisions: NCDOT will prepare the environmental and/or planning document, obtain any environmental permits required, prepare the project plans and specifications, acquire any needed right-of-way required, construct the Project in accordance with the plans and specifications as approved by NCDOT, and administer the construction contract.

Upon completion of the project, the City of Greenville will assume all maintenance responsibilities for the betterments and release NCDOT from all liability relating to

such maintenance. In accordance with the Pedestrian Policy Guidelines, the City of Greenville will reimburse NCDOT 40% of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities. NCDOT shall participate in 60% of the actual cost of the pedestrian facilities for that portion of the project within the corporate limits and Pitt County where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is \$554,110. The estimated cost to the City is \$221,644. Both parties understand that this is an estimated cost and is subject to change.

Construction is scheduled to begin in FY 2021 and be completed in FY 2024. Upon completion of the project, NCDOT will invoice the City for its share of the actual costs of the betterments. Reimbursement to NCDOT shall be made in one final payment within 60 days of invoicing by NCDOT.

Fiscal Note:

The City will be responsible for 40% of the actual cost (estimated at \$221,644) of all requested betterments, which will be paid for from the Capital Improvement Funds and due to be invoiced to the City in FY 2023. Annual maintenance cost is estimated to be \$8,755.

Recommendation:

City Council approve the Municipal Agreement with NCDOT for betterments along Evans Street/Old Tar Road.

ATTACHMENTS:

- ▣ NCDOT Agreement for Evans Street

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT WITH BETTERMENTS**

PITT COUNTY

DATE: 7/17/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-2817

AND

WBS Elements: 34868.3.4

CITY OF GREENVILLE

AND

PITT COUNTY

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greenville, a local government entity, hereinafter referred to as the "Municipality", and Pitt County, a local government entity, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality/County under Project U-2817, in Pitt County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136 -18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of improvements on SR 1700 (Evans Street/Old Tar Road) from SR 1711 (Worthington Road) in Winterville to US 264A (Greenville Boulevard) in Greenville.
2. At the request of the Municipality, and in accordance with the Department's *Pedestrian Policy Guidelines*, the Department shall include provisions in its construction contract for the construction of new sidewalk within the Municipal limits and for portions within the County limits of the project: 5 feet of sidewalk on the east side of Evans Street from the southern city limits to approximately 600 feet north of Red Banks Road; 5 feet sidewalk on west side of Evans Street from the southern city limits to 1100 feet south of Fire Tower Road; and from Fire Tower Road to 600 feet north of Red Banks Road. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be

indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

6. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

8. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
9. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the sidewalk within the Municipal limits and for those portions within the County limits and release the Department from all liability relating to such maintenance.

BETTERMENT COSTS AND FUNDING

10. The Municipality shall participate in the Betterment costs of the Project as follows:
 - A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department forty percent (40%), of the actual cost, including administrative costs, of the

work associated with the construction of the pedestrian facilities. The Department shall participate in sixty percent (60%) of the actual cost of the pedestrian facilities for that portion of the project within the corporate limits, where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is \$554,110. The estimated cost to the Municipality is \$221,644. Both parties understand that this is an estimated cost and is subject to change.

TOTAL ESTIMATED COST TO THE MUNICIPALITY: \$221,644

- B. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.

- C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement

ADDITIONAL PROVISIONS

- 11. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

- 12. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

- 13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

- 14. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

15. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
16. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
17. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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

L.S. ATTEST:

CITY OF GREENVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the City of Greenville as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

L.S. ATTEST:

PITT COUNTY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Approved by _____ of the local governing body of the Pitt County as
attested to b the signature of Clerk of said governing body on _____ (Date)

Remittance Address:

Pitt County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Resolution of support for the North Carolina Department of Transportation to install a traffic signal for safety improvements on West Arlington Boulevard

Explanation: **Abstract:** This is a resolution in support of the North Carolina Department of Transportation (NCDOT) installing a traffic signal at West Arlington Boulevard and the main entrance to Physicians East.

Explanation: NCDOT plans to install a traffic signal at this location due to the existing high traffic volume as well as planned future development immediately west of Physicians East. Happy Trail Farms, LLC is planning a large mixed-use development across from Physicians East that intends to include housing, offices, and retail off West Arlington Boulevard. A traffic signal will improve safety along this corridor. NCDOT is requesting a resolution of support for the design and construction of a traffic signal at this location.

Fiscal Note: There are no fiscal impacts with this resolution.

Recommendation: City Council approve a resolution in support of the proposed safety project to install a traffic signal at West Arlington Boulevard and the main entrance to Physicians East.

ATTACHMENTS:

- ▣ **Resolution_supporting_the_NCDOT_Traffic_Signal_on_W_Arlington_Blvd_1086009**

RESOLUTION NO. -18

RESOLUTION SUPPORTING THE NCDOT INSTALLATION OF A TRAFFIC SIGNAL
LOCATED AT WEST ARLINGTON BOULEVARD AND THE MAIN ENTRANCE TO
PHYSICIANS EAST (1850 WEST ARLINGTON BOULEVARD)

WHEREAS, this project would involve the installation of a new traffic signal at the intersection of West Arlington Boulevard and the main entrance to Physicians East (1850 West Arlington Boulevard); and,

WHEREAS, Happy Trail Farms, LLC property owners intend on a mixed-use development at this location that includes housing, offices, and retail with access to West Arlington Boulevard across from the entrance to Physicians East; and,

WHEREAS, this proposed traffic signal will improve safety at the entrance to Physicians East and adjacent commercial properties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby support the installation of a new traffic signal at West Arlington Boulevard and the main entrance to Physicians East (1850 West Arlington Boulevard).

This the 10th day of September, 2018.

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Various tax refunds greater than \$100

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

Explanation: The Director of Financial Services reports refunds of the following taxes:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Allen, Mavis W.	Registered Motor Vehicle	\$127.47
Aramark Services, Inc.	Registered Motor Vehicle	\$225.38
Baker, Chantelle H.	Registered Motor Vehicle	\$110.38
Cabrera, Francisco B.	Registered Property Taxes	\$451.79
Campbell, Janet S.	Registered Property Taxes	\$734.88
Del Carreno-Alvear, Maria	Registered Property Taxes	\$140.01
Freeman, Barbara A.	Registered Motor Vehicle	\$123.25
Gonzalez, Jeremy D.	Registered Motor Vehicle	\$122.84
Kohls Department Stores, Inc.	Registered Property Taxes	\$4,139.75
Mechanical Air, Inc. – East	Registered Motor Vehicle	\$138.36

Mousley, Kevin E.	Registered Motor Vehicle	\$113.60
Sparks, Preston J.	Registered Motor Vehicle	\$932.60
Warren, David J.	Registered Motor Vehicle	\$112.38
	REFUNDS TOTAL:	\$7,472.69

The refund to Kohls Department Store is the result of a settlement in a case with the North Carolina Property Tax Commission filed by the store.

Fiscal Note: The total to be refunded is \$13,098.39.

Recommendation: Approval of tax refunds by City Council.



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Planning & Zoning Commission
- b. Pitt-Greenville Airport Authority

Explanation: The Planning & Zoning Commission and Pitt-Greenville Airport Authority will make their annual presentations to City Council at the September 10, 2018 City Council meeting.

Fiscal Note: N/A

Recommendation: Hear the annual presentations from the Planning & Zoning Commission and the Pitt-Greenville Airport Authority.



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Contract for services with Uptown Greenville

Explanation: **Abstract:** Since 2010, the City Council has appropriated funding on an annual basis to Uptown Greenville and authorized the execution of contracts for services which have a defined scope of services and activities. The services identified in the attached contract reflect the services and programs proposed for the fiscal years of 2018-19 and 2019-20.

Explanation: Since 2010, the City of Greenville and Uptown Greenville have agreed upon an annual program of activities to be carried out by the organization in an effort to market, support, retain, and recruit businesses in the uptown district. In connection with those services, previous City Councils have authorized funding for agreed-upon activities. In 2019 and 2020, the City authorized \$100,000 annually for the services.

In the City's 2018-2019 fiscal year budget, \$100,000 was appropriated for Uptown Greenville following the development and execution of a contract for services. Services included in this contract:

1. Working with the City in areas of business recruitment and retention programs,
2. Develop and organize cleanup events with Uptown Merchant's to ensure curb appeal,
3. Event organization, promotion, and sponsorship, such as Pirate Fest, Freeboot Friday, Greenville Grooves, State of District, Umbrella Market; and assisting the City with Greenville Gives and National Night Out,
4. Developing strategies for an Uptown Master Plan,
5. Assisting with public input on public infrastructure projects, and
6. Fundraising for specified public infrastructure projects and programs.

This represents a continuation of the partnership with the Uptown Greenville organization. Uptown Greenville provides a valuable service to the City and the district.

Fiscal Note: \$100,000 was authorized by action of City Council in the 2018-2019 and 2019-220 Fiscal Year budgets.

Recommendation: City Council to consider the attached changes to the contract for services and direct the City Manager and staff to execute a contract based upon the increases authorized by City Council.

ATTACHMENTS:

☐ **2018-2020_Contract_with_Uptown_Greenville_1086136**

NORTH CAROLINA
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the ___ day of _____, 2018, by and between the City of Greenville, a North Carolina municipal corporation (CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (UPTOWN);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by UPTOWN for the CITY, and the sum of \$200,000 paid by the CITY to UPTOWN.

2. General Work to be Performed.

UPTOWN will use its best efforts to publicize the economic, educational, social, and cultural benefits of the Uptown business district of Greenville; assist in recruiting business and residents to the Uptown area; and provide information on the Uptown business district of Greenville to prospective businesses and residents. UPTOWN will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of UPTOWN.

3. Specific Work to be Performed.

UPTOWN will perform the following specific services:

A. BUSINESS RECRUITMENT AND RETENTION

- 1) UPTOWN shall, in cooperation with the CITY, and other partners as appropriate, assist with implementation of a comprehensive economic development program for the district. UPTOWN's economic development efforts shall attempt to retain and recruit retail businesses in the district, recruit new employers to the district and facilitate commercial and residential development. Economic development services and activities performed, supported and/or coordinated by UPTOWN may include but are not limited to, corporate and retail visitation programs, real estate developer outreach, available properties database, participation in trade shows and association events, provision of technical assistance to and/or potential new businesses in the district, and data collection/publication. UPTOWN'S marketing work will maintain strong ties to other regional economic development partners to maximize information sharing and resources.
- 2) UPTOWN shall, in cooperation with the CITY, assist the selected investors/developers in the project in the area.

B. UPTOWN BEAUTIFICATION

- 1) Host annual window decorating competition.
- 2) Manage banner system
- 3) Provide physical enhancement to the district, which may include sidewalk cleaning, trash removal, planter bed maintenance, and decorative or holiday lighting and organized cleanup days

C. SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT

- 1) Serve as primary organizer and sponsor for the following events:
 - PirateFest
 - First Friday ArtWalk Series
 - Dickinson After Dark
 - Freeboot Friday
 - National Night Out Food Truck Rodeo
 - Uptown Umbrella Market.
 - Greenville Grooves
 - Greenville Gives
 - State of the District
 - Halloween, as requested by the GPD
- 2) Credit the CITY as a major sponsor for the following events:
 - PirateFest
 - Freeboot Friday
 - State of the District
 - Uptown Umbrella Market
 - National Night Out
 - Greenville Grooves
 - Greenville Gives

(Note: The CITY will note Uptown and City partnership events on the City calendar and in email notifications.)

- 3) In an effort to provide a wide range of quality programming for the Five Points Plaza facility and the Uptown Commercial District, UPTOWN shall provide information, technical assistance and other guidance as necessary to outside organizations interested in sponsoring and holding special events within the Uptown District.
- 4) Coordinate the review process for organizations applying to hold special events on the Five Points Plaza in accordance with the City's established rules for use of the venue.

- 5) Work with the City in the promotion of other Uptown events.
- 6) In an effort to expand the number of events in the Uptown district, organize a “How to Event in the Uptown District” information session for the public.

D. ASSISTING WITH PUBLIC INPUT FOR PUBLIC INFRASTRUCTURE PROJECTS

- 1) Upon request from the CITY, UPTOWN shall help build consensus for public infrastructure or other identified projects in the form of public input gathering, surveying, and communication of plans.
- 2) Upon request from the CITY, UPTOWN shall coordinate and conduct Public Input Forums regarding future redevelopment plans.
- 3) Upon request from the CITY, UPTOWN will assist with communicating road closures and organizing community meeting to keep the Uptown community informed of road closures.

E. FUNDRAISING FOR UPTOWN IMPROVEMENTS

- 1) UPTOWN, working in conjunction with the CITY, shall assist with fundraising efforts to fund facilities determined to be needed.

F. ASSIST WITH ECONOMIC DEVELOPMENT EFFORTS

- 1) UPTOWN, working in conjunction with the CITY, shall assist with economic development efforts.
- 2) Continue to strengthen the connection that residents, employees and visitors have to the district and increase the district’s reputation as an attractive location for businesses and employees via year round programming.
 - a. Use demographic data and market research to identify opportunities for new entrepreneurs and seek to attract new investment into Uptown. To create and maintain downtown's mixed use character, help recruit retail, restaurant, hospitality, residential, mixed-use and office prospects.
 - b. Maintain information about real estate available for lease or sale, economic incentive programs including tax credits, special zoning and land use codes, parking data and development trends.

- c. Will use a wide range of communication for promotion through news media contacts, press releases, a newsletter, web site, social media and other means,
- d. Will help retailers and other downtown businesses with assistance with regulatory and financing issues, parking and public safety, events and promotion.
- e. Through its knowledge of uptown real estate, development trends and ownership patterns will confidentially help prospective investors identify optimum locations for shops, office, residences or hotels for acquisition, location or development.

G. TARGETED VISITOR MARKETING AND COMMUNICATIONS

- 1) Fund targeted marketing, communications and promotional efforts that benefit area retailers, restaurants and hotels.
- 2) Advertise, promote and showcase downtown events, places and people.
- 3) Advertisement campaigns for holiday season, restaurant week, retail and others, as needed.

4. Schedule of Payments.

Payment of \$50,000 will be made by the CITY to UPTOWN on a semi-annual basis with the first payment to be made within 30 days of the effective date of this contract for services, the second payment to be made on or about March 31, 2019, the third payment to be made on or about September 30, 2019, and the fourth and final payment to be made on or about March 31, 2020.

5. Reports.

Prior to the CITY making the second payment as described in Section 4, UPTOWN shall provide a written report to the City Council of the CITY of the significant achievements of UPTOWN with regard to the work performed under Sections 2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Designated Area.

The map included as an addendum represents the Uptown district.

7. Duration, Termination, and Amendment.

This CONTRACT shall commence on September 10, 2018, and terminate on September 10, 2020. This CONTRACT may be amended with the consent of both parties when such an

amendment is made in writing and signed by an authorized officer of each part

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

EVERGREEN OF GREENVILLE, INC.
dba UPTOWN GREENVILLE

Ryan Webb, President

ATTEST:

Secretary

CITY OF GREENVILLE

Ann E. Wall, City Manager

ATTEST:

Carol L Barwick, City Clerk

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

Addendum A:

MAP OF UPTOWN



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Revised Policy and Procedure for the Conditional Service, Sale, and Consumption of Alcoholic Beverages at the Town Common

Explanation: **Abstract:** At the August 9, 2018 City Council meeting, Council directed staff to develop a policy and procedure for the service, sale, and consumption of fortified wine and spirituous liquor at the Town Common. Staff will present the Proposed Policy and Procedure as directed by Council.

Explanation: On March 8, 2018, City Council approved a revised "Policy and Procedure for the Conditional Service, Sale, and Consumption of Alcoholic Beverages at the Town Common." The revised language in the Policy stated that the City, a non-profit organization, a political organization, or any other ABC permittee may serve and/or sell malt beverages and/or unfortified wine at the Town Common upon obtaining all ABC permits issued by the N.C. ABC Commission.

Council Member Will Bell requested that a discussion on the sale, possession, and consumption of fortified wine and/or spirituous liquor at the Town Common be added to the August 9, 2018 City Council meeting agenda. At the meeting, City staff presented the conditions whereby fortified wine and/or spirituous liquor could be sold, possessed, and consumed at the Town Common.

City Ordinance 12-1-2 regulates the sale of malt beverages and unfortified wine in accordance with the City's current "Policy and Procedure for the Conditional Service, Sale, and Consumption of Alcoholic Beverages at the Town Common." N.C. state law does not allow local units to regulate the sale of fortified wine and spirituous liquor. However, state law does allow a special one-time permit for the sale of fortified wine and spirituous liquor. N.C. General Statute 18B-1002(a)(2) states that the N.C. ABC Commission may issue a permit to a nonprofit organization to allow the retail sale of malt beverages, unfortified wine, fortified wine, or mixed beverages at a single fund-raising event of that organization.

At the August 9, 2018 City Council meeting, Council directed staff to develop a policy and procedure for the service, sale, and consumption of fortified wine and spirituous liquor at the

Town Common that would be in compliance with state law. A revised “Policy and Procedures for the Conditional Service, Sale, and Consumption of Alcoholic Beverages” is attached.

The revised policy states that a nonprofit organization, through the lease or rental application process with the City, may request to lease or rent the Town Common for an event that includes the sale and service of fortified wine and/or spirituous liquor in accordance with N.C. General Statute 18B-1002(a)(2). The nonprofit must obtain all applicable ABC permits and must agree to any and all restrictions included in the City's lease or rental application. A list of such restrictions is included in the attached Policy.

The revised Policy also contains various changes in wording so as to be consistent with N.C. state law and City of Greenville Code. Such changes do not impact the substance of the original Policy.

Fiscal Note: There is no cost associated with the establishment of this policy.

Recommendation: Staff recommends approval of the policy and procedure.

ATTACHMENTS:

☐ TC_Alcohol_1086922



Policy and Procedure for the Conditional Service, Sale, and Consumption of Alcoholic Beverages at the Town Common

1. This Policy and Procedure governs the Conditional Service, Sale, Possession, and Consumption of Alcohol at the Town Common.
2. Definitions & Abbreviations:
 - A. Town Common Event: Event at the Town Common which is conducted, sponsored, or sanctioned by the City of Greenville
 - B. R&PD: City of Greenville Recreation and Parks Department
 - C. ABC: North Carolina Alcoholic Beverage Control
 - D. Commission: North Carolina ABC Commission
 - E. Applicant: Groups and /or persons that request to lease or rent the Town Common for a Town Common Event, through the lease or rental application process, which includes the sale and / or service, possession and consumption of alcoholic beverages. For each corresponding types of alcoholic beverages, Applicant shall mean the following:
 - i. Malt Beverages and / or Unfortified Wine:
 - a) The City of Greenville (the "City")
 - b) A nonprofit organization as defined by Chapter 18B of the North Carolina General Statutes
 - c) A political organization as defined by Chapter 18B of the North Carolina General Statutes
 - d) Any other ABC permittee or person authorized to sell and / or serve, possess and consume malt beverages and / or unfortified wine under North Carolina law
 - ii. Fortified Wine and / or Spirituous Liquor:
 - a) A nonprofit organization as determined by Chapter 18B of the North Carolina General Statutes
 - F. Town Common Event Site: A specified and designated portion of the Town Common for the Town Common Event

- G. Alcohol Zone: A designated and clearly delineated area within the Town Common Event Site where the sale, service, possession, and/or consumption of alcohol must take place.
3. The Applicant must obtain all required ABC permits issued by the Commission as required by law.
 - A. The Applicant must obtain written permission from the City to sell and/or serve, possess and consume alcohol at the Town Common Event, through the lease or rental application process with the City, before a submission of the application for the permit to the ABC Commission. The lease or rental application must be submitted to the ABC Commission with the permit application.
 - B. Prior to the Town Common Event, the Applicant must supply to the City a copy of the ABC permit issued by the ABC Commission.
 - C. The Applicant may only sell and/or serve alcoholic beverages pursuant to and in conformity with the issued ABC permit.
 - D. The Applicant must comply with all state and local laws including the provisions of Chapter 18B and the Administrative Rules adopted by the ABC Commission as found in the North Carolina Administrative Code.
 4. The Applicant must be the Town Common Event Sponsor that rents and reserves from the City the Town Common Event Site by way of the execution of an approved lease or rental agreement with the City.
 5. By completion of the City's lease or rental application to reserve the Town Common Event Site, the Applicant agrees to any and all restrictions, as included in the City's lease or rental application, on the use of the Town Common Event Site and the selling and / or serving, possessing and consuming of alcohol at the Town Common Event.
 6. As included in the City's lease or rental application, and in addition to restrictions as established by applicable law, the following restrictions apply to the selling and/or serving of alcohol by the Applicant at the Town Common Event:
 - A. Applicants may only serve and/or sell alcohol to individuals 21 years old and older who are attending the Town Common Event.
 - B. The sale, service, possession, and/or consumption of alcohol must take place only within the Alcohol Zone. The Alcohol Zone shall be developed to the City's specifications and established in cooperation with City staff, as determined by the nature of the. The Alcohol Zone shall be defined and delineated in City's lease or rental agreement. The ABC Permit Holder will be responsible for all costs associated with establishing and delineating the Alcohol Zone. All portions of Town Common outside the Alcohol Zone will be alcohol free.

C. Training on how to provide safe and responsible alcohol service is required to be shown to the satisfaction of the City by the Applicant prior to any sale or service of alcohol. Training would include completion of programs such as:

- 1) Responsible Alcohol Seller Program (R.A.S.P.) conducted by the ABC Commission.
- 2) Responsible Alcohol Sale Education (R.A.S.E.) conducted by the Pitt County ABC Law Enforcement Division.

D. All sales and / or service of alcohol shall conclude by 10:00 p.m. All possession and consumption of alcohol shall conclude at 10:30 p.m.

E. At least two (2) special duty City police officers are required to be present at the Alcohol Zone for the duration of the sales, service, possession, and consumption period. Depending upon the size of the Alcohol Zone, additional City police officers may be required to be present, as determined by the City in its sole discretion. The Applicant will be responsible for all expenses for the special duty City police officers assigned for the Town Common Event. There will be a minimum charge to the Applicant of four (4) hours for each special duty City police officer assigned to the Town Common Event.

F. The Applicant and / or a representative of the Applicant must be present at the Alcohol Zone for the duration of the sales, service, possession, and/or consumption period.

G. The Applicant must provide to the City proof of required insurance as follows:

- 1) Proof of insurance must be provided to the City no later than fourteen (14) days prior to the event, or be subject to a late fee as established in the City's current Manual of Fees.
- 2) The Town Common Event WILL be cancelled if proof of required insurance coverage is not received by the City at least seven (7) days prior to the Town Common Event.
- 3) The event insurance policy must specifically acknowledge that the Town Common Event includes alcohol sales and/or service, possession, and consumption.
- 4) The insurance coverage must include public liability and property damage at amounts acceptable to the City and name the City of Greenville as an additional insured on all coverage.
- 5) The insurance coverage must also include liquor liability insurance for any request to lease or rent Town Common that would include the sale and / or service of spirituous liquor and / or fortified wine.
- 6) Additional liability insurance may be required with the City identified as additional insureds. Determination will be made for this requirement prior to approval of the lease or rental agreement by the City and prior to issuance of the permit. This requirement is at the discretion of the City Manager, or designee, based on the nature, character, time, size, history and location of the event.

- H. A standard waiver of liability and/or hold harmless agreement shall be executed by the Applicant releasing the City of any liability associated with the sale, service, possession and / or consumption of alcoholic beverages on the Town Common.
- I. No glass containers or coolers are permitted.
- J. Brown-bagging is not permitted.
- K. The Applicant must ensure that participants and attendees at the Town Common Event do not bring any alcoholic beverages into the Town Common Event Site or the Alcohol Zone.
- L. In order to maintain safety, the R&PD and / or the City Police Department reserve the right to request guests that are perceived to be intoxicated and / or disorderly to leave the Town Common Event Site. The Applicant shall be responsible for providing designated drivers or other means of transportation to those patrons or guests who are intoxicated.
- M. Failure to comply with any or all of the restrictions as identified in item #6 of this Policy and Procedure may result in the following:
 - 1) Denial of current and/or future lease and/or rental application requests by the requesting party for the use of the Town Common Event Site.
 - 2) Cancellation or closure of the Town Common Event for which the City had previously approved a lease or rental application by the Applicant.
- 7. The provisions of items #4. to #6. apply to any person who is not required to obtain an ABC Commission Permit to serve without charge Unfortified Wine and / or Malt Beverages as otherwise authorized under North Carolina law.



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: 2019 Schedule of City Council Meetings

Explanation: **Abstract:** A proposed schedule for 2019 City Council meetings, which lists the dates of meetings in accordance with the Greenville City Code, adjusted for City-observed holidays, and includes the workshop meetings approved by City Council in February 2018, is presented for City Council consideration. The City Council will be asked to review the proposed schedule, make adjustments if desired, and approve.

Explanation: A proposed schedule has been prepared for City Council consideration for the 2019 City Council meetings in accordance with Section 2-1-11 of the Greenville City Code, adjusted for City-observed holidays. Workshop meetings as approved by City Council in February 2018 are included. The only potential meeting dates in direct conflict with a City-observed holiday are January 21st and November 11th. Those meetings have been omitted from the proposed schedule, and the Workshop meeting which would have been scheduled for November 11th has been moved to November 14th. It is recommended that the December workshop be held on December 12th since December 9th is the date of the organizational meeting and there will be significant activity in the gallery area setting up for the Installation Reception. A number of other annual events (listed below) should be considered in finalizing a schedule. Potential conflicts are noted in red on the proposed schedule.

January 23-25: US Conference of Mayors Winter Meeting in Washington, DC

February 5-9: NC City & County Management Association Winter Seminar in Winston-Salem, NC

February 20: Town & State Dinner in Raleigh, NC

March 3-10: ECU Spring Break

March 10-13: National League of Cities Congressional Cities Conference in Washington, DC

June 27-29: NC City & County Management Association Summer Seminar in Wilmington, NC

June 28-July 1: US Conference of Mayors Annual Meeting in Honolulu, HI

August 1-3: NC Association of Municipal Attorneys Summer Conference in Asheville, NC
September 18-20: NC League of Municipalities Conference (CityVision) in Wilmington, NC
October 3: ECVV Banquet
October 5-8: ECU Fall Break
October 20-23: International City Managers Association Annual Conference in Nashville, TN
November 5: Election Day
November 20-23: National League of Cities City Summit in San Antonio, TX

A 2019 calendar has been provided with this item to facilitate making any desired adjustments to the proposed schedule.

Fiscal Note: There is no direct cost to the City

Recommendation: Review the proposed 2019 Schedule of City Council meetings, amend as needed and consider for adoption.

ATTACHMENTS:

- ▣ **2019_Schedule_of_City_Council_Meetings_1087115**
- ▣ **2019_Calendar_1087140**



CITY OF GREENVILLE

2019 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers unless otherwise noted)

January 7 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

January 7 – 6:00 PM

January 10 – 6:00 PM

January 25 – 4:30 PM – (Planning Session, City Hall Gallery/Conf. Room 337) – **USCM Meeting Jan. 23-25**

January 26 – 8:30 AM – (Planning Session, City Hall Gallery/Conf. Room 337)

February 11 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

February 11 – 6:00 PM

February 14 – 6:00 PM

February 25 – 6:00 PM

March 11 – 4:00 PM – (Workshop, City Hall Conf. Room 337) – **NLC Congressional Cities Conference Mar. 10-13**

March 11 – 6:00 PM – **NLC Congressional Cities Conference Mar. 10-13**

March 14 – 6:00 PM

March 25 – 6:00 PM

April 8 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

April 8 – 6:00 PM

April 11 – 6:00 PM

April 22 – 6:00 PM – (Joint City/GUC meeting)

May 6 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

May 6 – 6:00 PM

May 9 – 6:00 PM

May 20 – 6:00 PM

June 10 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

June 10 – 6:00 PM

June 13 – 6:00 PM

June 24 – 6:00 PM

August 5 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

August 5 – 6:00 PM

August 8 – 6:00 PM

August 19 – 6:00 PM

September 9 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

September 9 – 6:00 PM

September 12 – 6:00 PM

September 23 – 6:00 PM – (Joint City/GUC meeting)

October 7 – 4:00 PM – (Workshop, City Hall Conf. Room 337) – **ECU Fall Break Oct. 5-8**

October 7 – 6:00 PM – **ECU Fall Break Oct. 5-8**

October 10 – 6:00 PM

October 21 – 6:00 PM

November 14 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

November 14 – 6:00 PM

November 25 – 6:00 PM – **Reception in Gallery for Outgoing Council Members (if any) following the meeting**

December 9 – 4:00 PM – (Workshop, City Hall Conf. Room 337) – **(Recommended to move to 12/12 due to Orgn. Mtg.)**

December 9 – 6:00 PM – (Organizational Meeting)

December 12 – 6:00 PM

December 23 – 6:00 PM

PROPOSED 09/10/2018

2019

January						
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24	25	26	27	28	29	30

December						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



City of Greenville,
North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Fiscal year 2019-2020 Budget Schedule

Explanation: **Abstract:** City Council is asked to review and approve the budget schedule for Fiscal Year 2019-2020.

Explanation: Attached is the proposed budget schedule for Fiscal Year 2019-2020. The schedule sets a work plan for the Fiscal Year 2019-2020 Operating Plan that was adopted as part of the biennial budget to be reviewed, updated, and presented to City Council. This process will result in the adoption of the Fiscal Year 2019-2020 Budget.

Fiscal Note: No cost to adopt the budget schedule.

Recommendation: Approve the proposed Fiscal Year 2019-2020 budget schedule.

ATTACHMENTS:

▣ Budget_Schedule_2019-20_1086850

**City of Greenville, North Carolina
Proposed Budget Schedule
Fiscal Year 2019-20**

DRAFT

Thursday	September 13, 2018	Budget Schedule presented to City Council
Friday & Saturday	January 25-26, 2019	City Council Planning Session
Monday	April 8, 2019	City Council Budget Preview
Thursday	April 11, 2019	City Council discussion of Proposed City budget (optional)
Monday	April 22, 2019	Joint City Council – Greenville Utilities Commission Meeting
Wednesday	May 1, 2019	Proposed City, GUC, SML and CVA budgets distributed to City Council
Monday	May 6, 2019	Proposed City budget presented to Council
Thursday	May 9, 2019	Proposed GUC, SML and CVA budget presented to City Council
Friday	May 17, 2019	Public display of balanced budgets prior to the Public Hearing
Monday	May 20, 2019	City Council discussion of Proposed City budget (optional)
Monday	June 10, 2019	Public Hearing-Fiscal Year 2019-20 Budget
Thursday	June 13, 2019	Adoption of the Fiscal Year 2019-20 Budget



City of Greenville, North Carolina

Meeting Date: 9/10/2018
Time: 6:00 PM

Title of Item: Budget ordinance amendment #2 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)

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 September 10, 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	Recognize additional revenue received to cover additional expenses incurred by the Inspections Division for Emergency Demolition/Clean up of Church on Hudson Street.	General	\$ 2,060
B	To re-appropriate funds for the construction of an outdoor chessboard at Sheppard Memorial Library.	General	\$ 10,000
C	To recognize funds received for use of Federal State Planning and Research (SPR) - ENC Freight Mobility Plan. The City match is \$2,500 which has been budgeted within the MPO 2019 Budget.	General Spec Rev	\$ 300,000
D		CD Cap R&P Cap	\$ 57,965

To move unspent funds within the CD Capital Projects fund to the Recreation & Parks Capital Projects fund for costs associated with Town Common development.

E	To reclassify funding to the Police Capital Projects fund to cover costs associated with various pedestrian safety projects.	Greenways Police Cap	\$ 75,000
F	To re-appropriate funds unspent from 2017-18 for City Parking lot paving and transfer to the Public Works Capital Project Fund.	General PW Capital	\$ 81,903

Fiscal Note:

The budget ordinance amendment affects the following funds:

<u>Fund Balance</u>	2018-19 Original Budget	2018-19 Budget per Amend #2	2018-19 Budget per Amend #2
General	\$ 84,993,936	\$ 93,463	\$ 85,087,899
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	1,660,000	-	1,660,000
Capital Reserve	740,000	-	740,000
Rec & Parks Capital Projects	9,257,747	57,965	9,315,712
Greenway Capital Projects	3,058,857	(75,000)	2,983,857
Public Works Capital Projects	51,996,041	81,903	52,077,944
Special Revenue Grant	7,193,575	300,000	7,493,575
Police Capital Projects	6,701,490	75,000	6,776,490
Community Dev Capital Proj	18,441,285	-	18,441,285

Recommendation: Approve budget ordinance amendment #2 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:

- ☐ **Budget_Amendment_Ordinance__2_1087048**
- ☐ **Bud_Ord_Amendment__2_Fund_Balance_1087053**

ORDINANCE NO. 18-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#2) 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 Budget per Amend #1	Budget Amendment #2				Total Amend #2	2018-19 Budget per Amend #2
		A.	B.	C.	F.		
ESTIMATED REVENUES							
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	2,060	-	-	-	2,060	4,161,616
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	-	10,000	-	81,903	91,903	1,471,838
Total Revenues	\$ 84,993,936	\$ 2,060	\$ 10,000	\$ -	\$ 81,903	\$ 93,963	\$ 85,087,899
APPROPRIATIONS							
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	15,253,541	-	-	-	-	-	15,253,541
Financial Services	2,481,422	-	-	-	-	-	2,481,422
Recreation & Parks	7,223,246	-	-	-	-	-	7,223,246
Police	25,627,914	-	-	-	-	-	25,627,914
Public Works	10,415,468	-	10,000	(2,500)	-	7,500	10,422,968
Community Development	2,848,068	2,060	-	-	-	2,060	2,850,128
OPEB	600,000	-	-	-	-	-	600,000
Contingency	140,000	-	-	-	-	-	140,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	(1,950,887)
Capital Improvements	-	-	-	-	-	-	-
Total Appropriations	\$ 72,357,750	\$ 2,060	\$ 10,000	\$ (2,500)	\$ -	\$ 9,560	\$ 72,367,310
OTHER FINANCING SOURCES							
Transfers to Other Funds	\$ 12,636,186	\$ -	\$ -	\$ 2,500	\$ 81,903	\$ 84,403	\$ 12,720,589
Total Other Financing Sources	\$ 12,636,186	\$ -	\$ -	\$ 2,500	\$ 81,903	\$ 84,403	\$ 12,720,589
Total Approp & Other Fin Sources	\$ 84,993,936	\$ 2,060	\$ 10,000	\$ -	\$ 81,903	\$ 93,963	\$ 85,087,899

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

	2018-19 Revised Budget	D.	Total Amend #2	2018-19 Budget per Amend #2
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	3,383,152	-	-	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	57,965	57,965	82,965
Transfer from FIP	44,818	-	-	44,818
Total Revenues	\$ 9,257,747	\$ 57,965	\$ 57,965	\$ 9,315,712
APPROPRIATIONS				
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	57,965	57,965	1,504,930
Water Sports Facility Project	244,942	-	-	244,942
Westside Land Acquisition & Dev	368,453	-	-	368,453
Town Common Gateway	2,000,000	-	-	2,000,000
Tar River	486,632	-	-	486,632
Eastside Park	181,255	-	-	181,255
Thomas Foreman Press Box	30,000	-	-	30,000
Total Appropriations	\$ 9,257,747	\$ 57,965	\$ 57,965	\$ 9,315,712

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

	2018-19 Revised Budget	E.	Total Amend #2	2017-18 Budget per Amend #2
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 2,332,009	\$ -	\$ -	\$ 2,332,009
Transfer From General Fund	726,848	(75,000)	(75,000)	651,848
Total Revenues	\$ 3,058,857	\$ (75,000)	\$ (75,000)	\$ 2,983,857
APPROPRIATIONS				
Construction	\$ 2,478,034	\$ (75,000)	\$ (75,000)	\$ 2,403,034
Acquisition	175,000	-	-	175,000
Engineering	405,823	-	-	405,823
Total Appropriations	\$ 3,058,857	\$ (75,000)	\$ (75,000)	\$ 2,983,857

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

	2018-19 Revised Budget	E.	Total Amend #2	2017-18 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from General Fund	\$ 734,456	\$ -	\$ -	\$ 734,456
Transfer from Other Funds	3,484,000	75,000	75,000	3,559,000
Financing Proceeds	2,483,034	-	-	2,483,034
Total Revenues	\$ 6,701,490	\$ 75,000	\$ 75,000	\$ 6,776,490
APPROPRIATIONS				
New Technology for Public Safety	\$ 1,832,314	\$ -	\$ -	\$ 1,832,314
Police Storage Facility	3,709,500	-	-	3,709,500
Pedestrian Safety Projects	-	75,000	75,000	75,000
Superion Project	1,159,676	-	-	1,159,676
Total Appropriations	\$ 6,701,490	\$ 75,000	\$ 75,000	\$ 6,776,490

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

	2018-19 Revised Budget	D.	Total Amend #2	2017-18 Budget per Amend #2
ESTIMATED REVENUES				
Transfers In / CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers / Ctr City Rev Project	160,500	-	-	160,500
Transfers / Trans from Energy Eff	275,000	-	-	275,000
Transfers from General Fund	1,040,000	-	-	1,040,000
Rstrc Intgv / Spec ST Fed Grant	400,000	-	-	400,000
Rstrc Intgv / Grant Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev / Sale of Property	422,088	-	-	422,088
Rental Income	253,175	-	-	253,175
Other Revenues	437,089	-	-	437,089
Total Revenues	\$ 18,441,285	\$ -	\$ -	\$ 18,441,285
APPROPRIATIONS				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,207,976	-	-	6,207,976
Center City Revitalization Project	5,349,156	-	-	5,349,156
Energy Efficient Revolving Loan Prog	550,000	-	-	550,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Purchase	1,015,000	(57,965)	(57,965)	957,035
Transfer to R&P Capital Project	25,000	57,965	57,965	82,965
Total Appropriations	\$ 18,441,285	\$ -	\$ -	\$ 18,441,285

Section VI: 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:

	2018-19 Revised Budget	C.	Total Amend #2	2018-19 Budget per Amend #2
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 5,964,801	\$ 297,500	\$ 297,500	\$ 6,262,301
Transfer From General Fund	1,127,922	2,500	2,500	1,130,422
Transfer From Pre-1994 Entitlement	80,000	-	-	80,000
Transfer from Other Funds	20,852	-	-	20,852
Total Revenues	\$ 7,193,575	\$ 300,000	\$ 300,000	\$ 7,493,575
APPROPRIATIONS				
Personnel	\$ 2,025,536	\$ -	\$ -	\$ 2,025,536
Operating	3,161,654	300,000	300,000	3,461,654
Capital Outlay	2,006,385	-	-	2,006,385
Total Appropriations	\$ 7,193,575	\$ 300,000	\$ 300,000	\$ 7,493,575

Section VII: 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:

	2018-19 Revised Budget	F.	Total Amend #2	2018-19 Budget per Amend #2
ESTIMATED REVENUES				
Occupancy Tax	\$ 118,000	\$ -	\$ -	\$ 118,000
Transfers from Other Funds	14,887,086	81,903	81,903	14,968,989
Other Income	2,742,685	-	-	2,742,685
Spec Fed/State/Loc Grant	23,951,467	-	-	23,951,467
Bond Proceeds	10,296,803	-	-	10,296,803
Total Revenues	\$ 51,996,041	\$ 81,903	\$ 81,903	\$ 52,077,944
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 6,194,950	\$ -	\$ -	\$ 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	1,276,225	-	-	1,276,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	-	81,903	81,903	81,903
Street Improvements Project	10,285,372	-	-	10,285,372
Total Appropriations	\$ 51,996,041	\$ 81,903	\$ 81,903	\$ 52,077,944

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

Adopted this 10th day of September, 2018

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville
 Budget Amendment #2
 Fiscal Year 2018-19

GENERAL FUND

Fund Balance Appropriated per Amendment #2

	General Fund	Powell Bill Fund	Total
2018-19 Adopted Budget Ordinance			
General Fund	\$ 1,000,000	\$ -	\$ 1,000,000
Powell Bill	-	379,935	379,935
Subtotal	\$ 1,000,000	\$ 379,935	\$ 1,379,935
Capital Project Carryover From FY 2017-18			
Sheppard Memorial Chess Board	\$ 10,000	\$ -	\$ 10,000
City Parking Lot Paving	81,903	-	81,903
Subtotal	\$ 91,903	\$ -	\$ 91,903
Total	\$ 1,091,903	\$ 379,935	\$ 1,471,838