



## **Agenda**

### **Greenville City Council**

**November 5, 2018  
6:00 PM  
City Council Chambers**

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

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- I. Call Meeting To Order**
- II. Invocation - Mayor Connelly**
- 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. Special Recognitions**

1. Greenville North State Little League 12-Year-Old All-Star Team
2. Greenville Tar Heel Little League 11-Year-Old All Star Team

## **VIII. Consent Agenda**

3. Minutes from the June 11, September 10, October 8, and October 11, 2018 City Council meetings and the June 11 and September 10, 2018 City Council Workshops
4. Master Right-of-Way Encroachment Agreement with Fiber Technologies Networks, LLC
5. Resolution authorizing the sale of City-owned property located near the intersection of Line Avenue and Wilson Street, by the negotiated offer, advertisement, and upset bid method
6. Resolution authorizing an Installment Financing Agreement to finance the purchase of a new CAD and RMS Platform for the Police Department
7. Resolution Authorizing a Free GREAT Ride Program for Veterans with Disabilities
8. Municipal Agreement with the North Carolina Department of Transportation for Municipal Participation on the Greenville Urban Area Metropolitan Planning Organization's Travel Demand Model Update and Expansion Project
9. Resolution declaring a 2005 Zoll Cardiac Monitor as surplus and authorizing its disposition to the Red Oak Community Rural Fire Department
10. Report on Bids and Contracts Awarded
11. Various tax refunds greater than \$100

## **IX. New Business**

12. Presentations by Boards and Commissions:
  - a. Investment Advisory Committee
  - b. Police Community Relations Committee
  - c. Pitt-Greenville Airport Authority
13. Award of banking services contract to First Bank
14. Discussion of Crosswalk and Pedestrian Safety
15. Discussion of Uptown Safety
16. Discussion of Dumpster Placement/Facades

17. Budget ordinance amendment #4 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Capital Projects Funds (Ordinance #17-024), and an ordinance establishing the Red Light Camera Program Fund

**X. Review of November 8, 2018 City Council Agenda**

**XI. City Manager's Report**

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

**XIII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Minutes from the June 11, September 10, October 8, and October 11, 2018 City Council meetings and the June 11 and September 10, 2018 City Council Workshops

**Explanation:** Proposed minutes from regular City Council meetings held on June 11, September 10, October 8 and October 11, 2018 and City Council workshops held on June 11 and September 10, 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 June 11, September 10, October 8 and October 11, 2018 and City Council workshops held on June 11 and September 10, 2018

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## ATTACHMENTS:

- ❑ Final\_Minutes\_for\_June\_11\_2018\_City\_Council\_Meeting\_1091338
- ❑ Final\_Proposed\_Minutes\_for\_September\_10\_2018\_City\_Council\_Meeting\_1092379
- ❑ Final\_Proposed\_Minutes\_for\_October\_8,\_2018\_City\_Council\_Meeting\_1092390
- ❑ Proposed\_Minutes\_of\_the\_October\_11,\_2018\_City\_Council\_Meeting\_1092033
- ❑ Proposed\_Minutes\_of\_the\_June\_2018\_City\_Council\_Workshop\_1087476
- ❑ Proposed\_Minutes\_of\_the\_September\_10\_2018\_Workshop\_1092132

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JUNE 11, 2018



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

Those Present:

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

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**APPROVAL OF THE AGENDA**

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Council Member Smith requested to move the “What to Do If Stopped by the Police” presentation after the Public Comment Period.

Motion was made by Council Member Smith and seconded by Council Member Bell to move the presentation after the Public Comment Period. Motion carried unanimously.

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

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**PUBLIC COMMENT PERIOD**

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John Joseph Laffiteau – University Inn and Suites, 301 Greenville Boulevard, SE

Mr. Laffiteau made comments about an incident involving him and staff at the East Branch Sheppard Memorial Library. He stated that his innocent conduct was misinterpreted and the camera and patrons’ evidence does not seem to back up the staff’s contentions.

Therefore, he is requesting that polygraph tests should be taken by both him and the Library personnel.



Garrett Taylor – 3511 Warwick Drive

Mr. Taylor made comments about issues that citizens shared with him regarding the Greenville Police Department (GPD) police officers' interactions with people in specific neighborhoods. As a youth, police officers stopped, harassed, and intimidated him. However, he also had amazing experiences with police officers. But, just because citizens are having good experiences with some of the police officers does not mean that the City should ignore the ones who are not being responsible in their positions.

Mr. Taylor stated he is troubled by the GPD's use of a "bait bike" program. According to his research, drug/alcohol users and youth are arrested the most when the program is enforced. So, the GPD is criminalizing two of the most vulnerable groups in Greenville instead of finding other ways to deal with them. If the GPD is not treating these individuals with respect and kindness plus, after the fact, not finding help for them, the GPD should change its practices.

Mr. Taylor stated that the City should not be trying to criminalize a 10-year old youth, who picked up a bicycle. In some communities citizens have a commune nature, and the culture is different such as children and young people share and use unattended bicycles owned by other people in their neighborhood.

Mr. Taylor gave other examples of how the GPD officers have treated citizens. His brother-in-law's car broke down at a bank, and instead of the police officer asking him about his predicament and offering him help she first searched him and his vehicle. She treated him like a criminal instead of a citizen who pays taxes and needed assistance. Passengers in a vehicle should not be asked for their identification during a routine traffic stop, which should not be used to exasperate a car search for other issues, when there might not be any.

Mr. Taylor stated that some of the people who are in the audience this evening are taxpayers, hardworking fathers, and concerned citizens. They are present to inform the Mayor and City Council that this problem exists.

Keylynne Cumingham , 2317 B Executive Circle

Ms. Cumingham shared her experience in the summer of 2016 during a traffic stop by a Greenville Police Department officer. After working at Mendenhall, she was driving on Elm and Tenth Streets, travelling 25 or 35 mph in a 45 mph zone area between 2:00 a.m. and 3:00 a.m., and she was approached by a police officer in an unmarked car.

Ms. Cumingham stated that, being a single female, she is always cautious about pulling over her car until she is comfortable about not putting herself in harm's way. She was required via the patrol car's intercom to pull over immediately. After pulling over in a parking lot, she was required to put her right hand through the sunroof of her car, to roll down the driver's window and to put her left hand through the driver's window. The police officer approached her with a gun.



Ms. Cumingham stated that she was issued a ticket for not making an immediate right. She was never given the chance to explain that she did not feel comfortable pulling her car over when and where he had asked her in the beginning. Ms. Cumingham asked what action the Mayor and City Council would be taking regarding police officers who incite fear on the community.

Jennifer Maye – No Address Given

Ms. Maye stated that her son was a victim of the Greenville Police Department's "bait bike" program, and she is present to ask for awareness of bait bikes in Greenville. She and her son are residents of Wilson, North Carolina. On June 6, 2018, her son was stopped by police officers in five patrol cars because he was riding a bait bike plus the police officers made a joke about telling him he had to walk home. Her son was handcuffed and taken to jail to sit for four hours in a holding cell and when he was arrested, no one called her.

Ms. Maye read part of a newspaper article and stated that the Greenville Police Department decided to place bait bikes, lawnmowers, leaf blowers, and cars in various neighborhoods, but when was the community made aware of this decision. An officer stated her son was arrested so that he could have the experience. Ms. Maye asked about what is that scenario teaching anyone.

Ms. Maye stated that GPD should do better with the community otherwise the Greenville Police Department and the community will always be divided.

Sharon Evans – No Address Given

Ms. Evans made comments about the citizens' concerns about community policing. Community policing does not need to be addressed on the surface level. Obviously, Greenville and Pitt County should address some serious issues and not be superficial about what the issues are. People should not look at the color of an individual's skin, education and everything else.

Ms. Evans stated that her daughter was stopped in Greenville by a police officer. She did not roll down her window and the police officer did not harass her because she was crying. The City Council should consider the requests made by the Greenville Police Department during traffic stops.

Ms. Evans suggested that also the City Council should look at additional training for the police officers as well as what the leadership is communicating to the police officers.

Damian Washington

Mr. Washington stated that he had numerous experiences with the Greenville Police Department in terms of what he feels is racial profiling. A police officer followed him for several blocks and accused him of throwing a cigarette out of the driver's side window. He has never smoked a cigarette and he has never been arrested in his life.



Mr. Washington stated that he becomes nervous during a mere interaction with a police officer. He is a law abiding citizen, who pays his taxes and he always had a job. He is a substance abuse counsellor and his other jobs have been positive. Racial profiling is real. The way he dresses should not be a reason for him to be pulled over by a police officer.

Mr. Washington stated that if he is pulled over by a police officer, he will turn on his hazard lights and pull over in a lighted area with surveillance cameras available, if any. So, if things do not go well with a police officer, his family will at least know he did everything that he was supposed to do. Many African-American women and men were pulled over by police officers and it was not fortunate for them. Many police officers will go to trial, but they will not be found guilty. However, if an armed civilian gunned down a police officer the individual is instantly found guilty.

#### Dijone Sharpe – No Address Given

Mr. Sharpe announced that an event is scheduled for June 23, 2018, at 2:00 p.m. - 5:00 p.m. at the Lucille W. Gorham Intergenerational Center for Dontae Sharpe, who is an African-American male wrongly convicted in Greenville in 1995 for the murder of George Radcliff. This event is also for the community.

Mr. Sharpe stated that he was a victim of police brutality and harassment on November 29, 2017. He was beaten by two Greenville Police Department officers and he wants to raise awareness of that and other similar ongoing incidents in the community.

#### “WHAT TO DO IF STOPPED BY THE POLICE”

City Manager Wall stated that Council Member Smith requested that staff give a presentation about what citizens should do when they are stopped by the Greenville Police Department (GPD) officers.

Council Member Smith stated that she has received many concerns from the community regarding what is and is not legal and what citizens should do when they are stopped by police officers. It seems that if individuals abide by what the law states, they are still harassed. There is no better time than now to make sure the information is transparent and open and that the public hears this information directly from the Chief of Police.

Council Member Smith stated that she has already submitted some of the citizens' questions to Chief of Police Mark Holtzman to assist him with preparing his presentation, which is not only for the citizens. It is for the police officers as well so that everybody is on the same page.

Chief Holtzman introduced Sergeant Gary Howard, who is a long time member of the Greenville Police Department and one of the newest members of its Internal Affairs Unit.



Chief Holtzman addressed some of the comments made during the Public Comment Period, stating that the GPD can always do better. He is about change and is always pushing a new policy because he listens to the concerns from the citizens and City Council.

Chief Holtzman apologized to the young lady, who shared her experience of feeling unsafe during a traffic stop. She followed the procedure that he has given his daughter, including turning her car flashers on and continuing to drive. Also, individuals could dial 911, verify whether the person is a police officer or an impersonator, and keep their car doors locked.

Chief Holtzman stated the GPD's goal is understanding from the public's perspective there are many questions about traffic stops, how they occur and where they should take place, and citizens should know their rights. It is the GPD's belief that through education, information sharing, and dialogue that goal can be achieved.

Chief Holtzman stated that in 2016, with the assistance of the City's Public Information Office, the GPD produced a traffic stop training video. This video is geared toward younger drivers, who have recently received their licenses to drive. The video is available at the City's website and now being taught in driver education courses throughout the community by the GPD officers. Additionally, the video airs on Channel 9. While this video might not answer all of the citizens' questions, it will start conversation and the GPD is inviting any group to request handouts for and the presentation of this video.

After the playing of the video, Chief Holtzman summarized and answered questions regarding the following:

1. *Question: Do you have to consent to search?*

*Answer: No*

Chief Holtzman explained that individuals could voluntarily consent to a police officer searching their vehicle; however, they cannot be forced to consent to a search. If a police officer believes that the vehicle contains evidence of a crime, it can be searched without the individual's consent. Police officers need probable cause to search vehicles.

Council Member Smiley asked about how police officers would demonstrate that they have probable cause to search a vehicle.

Chief Holtzman responded that a police officer would inform a driver that there is cause to search the vehicle and ask the driver to step out of the vehicle. For example, a police officer may have some information ahead of time such as the car fits the description of the one which was involved with a crime or a common one - there is a marijuana smell in a car. That smell indicates that there is or has been marijuana inside the car, giving the police officer probable cause to do a search.



Council Member Smiley asked about how a citizen should properly not consent to a search.

Chief Holtzman responded simply individuals could say that they do not want the police officer to search their vehicle.

Council Member Smiley stated that the next step for the police officer is to state that the car would be searched anyway because of probable cause.

Chief Holtzman responded that is correct.

Council Member Smiley stated that the police officer would be expected to say that he is doing the search in the absence of the individual's consent because the police officer has probable cause.

Council Member Smith asked without using the marijuana scenario, is the police officer allowed to disclose that the probable cause is for a warrant, weapon or any other probable clause.

Chief Holtzman responded that nothing prevents the police officer from communicating that information to the individual, but often it could lead to additional questions and even arguments. Some dialogue is worthwhile.

Council Member Smith asked whether that communication is at least documented on the report. Does the police officer document that he searched a car because he had probable cause and state what the probable cause is so that the GPD could have a record?

Sergeant Howard responded that information should be on the report.

2. *Question: Can you be forced to make a statement?*

*Answer: No*

Chief Holtzman explained that no one (the passenger or the driver) can be forced to make a statement.

3. *Question: Does a driver have to provide a license?*

*Answer: Yes*

4. *Question: Does a passenger have to provide ID?*

*Answer: Generally No, but there are exceptions.*

Chief Holtzman explained that the answer to this question is generally no because if a police officer develops a basis for issuing a citation to the passenger, the passenger's failure to identify himself/herself may constitute resisting. For



example, if an adult is in the passenger seat in the front and the police officer is issuing the adult the ticket for the nonuse of a seat belt, the police officer would ask the adult for identification (ID) instead of the driver.

Council Member Smith stated that she has been asked on many occasions this month alone about passengers having to give ID. Obviously, if they are not using a seat belt, passengers would have to give ID to receive the citation. But, if a passenger is using a seat belt, what other reasons would a police officer ask a passenger for ID.

Council Member Smith stated that one of the reports indicated that the police officers are checking for warrants. Council Member Smith asked about if the police officers are searching to see if certain individuals have a warrant, why isn't everyone, being involved in a traffic stop, searched for a warrant.

Council Member Smith stated that clarity is needed on passengers having to provide ID. People should be made aware of the exceptions. Many young people are out of school and parents are trying to make sure that their children stay alive.

Council Member Smiley stated that if you are a passenger and you are being asked for ID, you should be anticipating getting a citation.

Sergeant Howard stated that probable cause is to give a citation of some sort and the police officer would need an ID. But, because a police officer asks for the ID does not mean that person has to provide it and could say no.

Council Member Smiley asked whether it is standard practice for the GPD officers to ask people for ID when it is not needed.

Sergeant Howard responded that it is a practice for police officers to identify people who they are dealing with and to ask questions.

Council Member Smiley stated that he appreciates them for asking questions, but asking a question is different than asking someone for their ID. An average citizen of any complexion would not feel comfortable saying no to a police officer. If the police officers would ask them to please be cooperative, polite and helpful, saying no to a request is not politeness. That is the first step to antagonism.

Council Member Smiley asked is it the policy or general practice of the GPD officers to ask people for IDs, when not needed such as the police officer is not ready to give a person a citation and does not have probable cause to ask for an ID.

Chief Holtzman responded that it is not the GPD's policy when stopping a car to identify everybody in the car. The police officer should have more reasons to support that request. The reasons are infinite.



Chief Holtzman stated that he totally understands the demographic questions being alluded to and he would like to know and take a look at those specifics. He does not want to say that a certain particular area is going to be asked for IDs more often. It could be that the GPD is trying to further an investigation of some sort.

Chief Holtzman stated that asking for ID is permitted, but not required of all of the passengers. The GPD wants to make sure that the police officers are asking for ID for the right reasons.

Chief Holtzman stated the GPD cannot select a particular area or subset of individuals to ask for ID and he totally respects that.

Council Member Smiley stated that the GPD must have a reasonable expectation of the ability of the citizens to say no, even when citizens have the right to say no. When asking someone for something that they do not have to provide, he does not know if a lot of citizens are going to necessarily understand that request. It seems to be a strange request sometimes, but he understand that the GPD cannot go through every reason why a police officer would ask for ID.

5. *Question: Can an officer order you out of a vehicle?*  
*Answer: Yes, in general.*

Chief Holtzman stated that this question was covered in the video. The police officer has the authority required to keep the occupants in the vehicle and also the Supreme Court states that the police officer has, in general, authority to order occupants out of a vehicle during a traffic stop.

Chief Holtzman stated that the young lady, who spoke during the Public Comment Period, described being stopped by a police officer and for some reason the police officer felt there was some sort of threat. The police officer would have to articulate that in the police report. The highest level of the GPD traffic stop is a felony stop when ordering people out of a car and then checking to make sure there are no weapons in the car.

Chief Holtzman stated that when that type of traffic stop is done, he expects a police officer to give the driver an explanation. For that reason, the police officers are wearing body cameras and he wants to see that professionalism safely carried out first and then the customer service side of it.

Chief Holtzman stated that the young lady asked why the police officer had his weapon out and he would hope that the police officer would explain that after the fact.

6. *Question: Can an officer "frisk" a person for weapons?*



*Answer: Yes, but the officer must have reasonable suspicion to believe the person is armed and dangerous.*

Chief Holtzman explained that the answer to this question is under the famous *Terry vs Ohio* case. The officer "must harbor reasonable suspicion that the person subjected to the frisk is armed and dangerous". A reasonable suspicion is very difficult to explain. The courts has a long explanation stating that the host of factors can contribute to the basis of reasonable suspicion. It would be impossible to catalog every factor.

Chief Holtzman explained that it is more than a hunch and less than probable cause. The court gives the police officers some latitude there for safety, but the court does not want police officers frisking people ad hoc. They have to represent something armed and dangerous or be able to articulate that in a report.

7. *Questions: Can an officer extend the length of a traffic stop without cause for a K-9 Search?*

*Answer: No*

Chief Holtzman explained, for example, a driver has been pulled over and the police officer returns the driver's license, but the police officer has called for a canine. There is a landmark case, *Rodriguez vs. the United States*, stating the stop may not extend beyond the time necessary to complete "the mission of the stop".

Council Member Smiley stated that in the absence of probable cause, the police officer must request permission to have the canine search the car and the person could deny the request.

Chief Holtzman responded that is correct.

Council Member Smiley stated that having the dog to walk around the car is considered as a search. The dog does not necessarily have to search the inside of the car.

Chief Holtzman stated that it is not considered a search and is a bit technical, but to hold a driver only for that reason is on the right track. The police officer must have some suspicion and probable cause to do that search.

Mayor Pro-Tem Glover asked regarding the canine scenario, is searching the car permitted. Council Member Glover asked whether a police officer should give an explanation for searching the car.

Chief Holtzman responded that he feels that it is always good practice to tell people the reason for the search and there are exceptions such as the person was involved in a robbery.



Mayor Pro-Tem Glover stated that most people know what and what not to say to police officers, but it seems that the nicer the people are, the more aggressive the police officers get in cases that she has seen. A person can do all they can, but if a police officer is having a bad day and reported to work, he may respond differently to people.

Mayor Pro-Tem Glover stated that when someone was driving a rental car and involved in a traffic stop, the GPD canine completely destroyed the front and back seats and the person was responsible for those damages. A relationship must be built with the GPD and people in the community. The GPD is not practicing true community policing until that is done. The idea is not to have to make arrests or hurt someone.

Mayor Pro-Tem Glover stated that when she is stopped by the police, she places her gun on the dashboard of her car so that it can be seen immediately by the police.

Mayor Pro-Tem Glover stated that she recalls the autopsy reports for two individuals who were beaten by police officers and as a health care person, there is no way in the world those two individuals could have lived after those beatings. One was taken to the hospital by his mother and passed away two days later, and the other one had passed away when the rescue squad arrived at the scene. These cases happened in Greenville. If the past is still slapping a certain group in the face, she will continue to receive their concerns.

Mayor Pro-Tem Glover stated that if a police officer acts up during roll call that means there is a problem and the police officer should be pulled aside and spoken to before reporting to work.

Chief Holtzman stated that he does not advise people to pull out their gun before a police officer arrives at their vehicle, but they should advise a police officer of its whereabouts.

Chief Holtzman stated police officers are human and they have bad days. During roll call, the Sergeant's job is to look at every officer and those who are having a bad day or have something going on at home would be pulled aside to have a discussion. Citizens can call Internal Affairs as well as a GPD supervisor to discuss their concerns about an officer's behavior. The Sergeant also has the ability to look at the police officers' body-worn cameras.

Chief Holtzman stated that the GPD put a quality assurance policy in place about a year ago when all the new body cameras were distributed. The police officers' supervisors are responsible for reviewing the body cameras on an ongoing basis and then they can let them know it could have been a better way to do this.



Chief Holtzman stated when complaints are received they look back at 10-20 encounters, and detect whether it is a pattern of behavior or an officer is having a bad day.

Chief Holtzman stated that the GPD has several handouts for citizens and groups such as:

- What to do if Stopped by the Police Brochure
- Know Your Rights Brochure
- Citizens Accountability, Rights, & Education (CARE) Card

Chief Holtzman stated that the GPD’s goal is to spread safe police encounters through the following items:

<b>Safe Police Encounters Outreach Plan Estimates</b>		
	<b>1st Month</b>	<b>end of 2018</b>
Public Libraries	30,000	180,000
GPD Social Media (Facebook, Twitter, Nextdoor)	44,000	44,000
City Social Media Pages	18,000	18,000
Cops & Barbers	10,000	60,000
National Night Out	7,500	7,500
Driver's Education Courses	40	240
Interfaith Clergy	1,000	1,000
GTV-9	10,000	10,000
Civic Liaison Program	3,500	3,500
Greenville Recreation Centers	500	3,000
Citizen Police Academy	100	100
Youth Camps	100	100
Police Station and 3 Sub-Substations	1,000	6,000
Neighborhood Outreach Events	250	1,000
<b>Total Estimated Outreach 2018</b>	<b>125,990</b>	<b>334,440</b>

Chief Holtzman summarized the upcoming events in the City where citizens can express their concerns:



## UPCOMING EVENTS

**June 21 Community Stakeholder Meeting** – First Presbyterian Church  
**August 7 National Night Out**

- Five Points Lot
- Jaycee Park (East Zone)
- Dream Park (West Zone)
- Boyd Lee Park (South Zone)
- Barnes Ebron Taft (North-West)

**October 4 Police Community Expo** – Cornerstone Missionary Baptist Church

Chief Holtzman stated that the GPD does better when hearing from the community. The GPD is always doing better, but feedback is required.

Council Member Smith stated that we like to hear the concerns because we want to be able to make a difference, and these concerns have been heard from a large subset of the community. The concerns dealt with some of the questions, which were answered this evening, but there is so much grey area that it creates an issue. We have to move beyond saying that hopefully, the GPD officers are not doing these things, but we are hearing that they are based on the stories told.

Council Member Smith stated that she is appreciative of one person speaking for other people this evening, but many others in the audience could have shared their stories as well. This is not that the citizens want anything sensationalized. This is happening because change is wanted. That is a nice video, but the video does not address what the community is dealing with more of, which is implicit bias.

Council Member Smith made several suggestions and comments about how the Greenville Police Department could improve its interaction with the community, stating:

- *Having the police officers truly interacting in the community is the way to diminish their fear of serving the entire community.* In the photos for the Cops and Barbers program, Officer Williams should have been interacting with Caucasians, and Caucasian police officers should have been interacting with African-Americans. At the barbershops, citizens interact with Officer Williams but that program should not be designated for him only.
- *The Chief of Police should hold the police officers accountable for their service to the community.* Leadership starts at the top. If the police officers are doing what is expected by the Chief of Police and are not held accountable, they will continue to get a slap on the wrist for pulling someone out of a car, asking someone to stick their hand out of a car sunroof, not allowing a female to pull over where she should, placing citizens in handcuffs, or approaching a citizen with a gun. To hear these



stories this evening from professional citizens make Greenville look bad. Greenville means business, but does that mean excluding a certain subset of people.

- *A report should be prepared by police officers for every traffic stop and search.* Police officers are seen being amicable with Caucasians during a car search, but African-Americans are handcuffed while police officers are searching their cars. That is an issue. Reports would show the individuals' race and the reasons for a traffic stop or search.
- *All newly hired police officers should participate in the Cops and Barbers program for one week.* If the GPD officers do not know how to interact with citizens of a different race, culture, and/or orientation, how are they expected to treat them other than the way that they have been treating them all of their lives?

Council Member Smith stated that citizens have followed the instructions by police officers, but they were still harassed by police officers. It touches a nerve when citizens complain about incidents involving their children. This is a serious matter and the City Council must make sure policy changes are made and followed.

Council Member Smith made comments about police officers using vulgar language during a traffic stop. Citizens have reported that citations are issued or they are arrested if they use that type of language during a traffic stop or search.

Council Member Smith stated that citizens have reported that police officers have mistakenly arrived at their homes and they feared for their lives. They tried to explain that was their home and there were no issues at their residence. The police officers should have asked for their identification and that would have ended the conversation. When looking at implicit bias, if police officers are looking at the person only and are not looking at the situation at hand, then the police officers' judgement is not going to be appropriate.

Council Member Smith stated that one of the Housing Authority Commissioners asked her why the GPD planted a bike at that location because there was no knowledge of any bike theft in the area. Police officers asked whether they could place a bike at the location and the bike was at the location for several days before it was picked up by the young man.

Council Member Smith stated that while she was serving as Mayor, the City had Community Policing Week. One of things that the Chief of Police and she discussed was highlighting some of the things that was being done well. The usage of citation in lieu of arrest was highlighted. After doing research, the reasons for using citation in lieu arrest are the following:

- There is a reason to believe that the person would not appear for court.



- There is a reason that the person possesses danger to oneself or others, the property or community, or the person would not cease committing the alleged crime.
- There are outstanding warrants for the person.
- The tension upon arrest is deemed necessary to carry out legitimate investigation.
- The arrestee requires physical or mental health care.
- The arrestee was under the influence of drugs or alcohol

Council Member Smith stated that it is troubling to hear that 3-5 patrol calls or an excessive number of police reported to a scene involving a youth with a bike. The only lesson that is being taught is the young man now has a record, cannot get a job, and would not have the same level playing field as his counterparts. Police officers are not aware that young people sharing their bikes with one another is a culture in the African-American community. Also, if the GPD is not communicating with those in the area, what are they doing? That is like entrapment, which is supposed to be illegal.

Council Member Smith stated that therefore, this young man who has never been in trouble and is a model student graduating from high school and wanting to go to college, now has to go through the system because Greenville put him in the system. That should not have been the case. That was too much time and money used for police officers to be dealing with a bicycle. The young man could have been given a ticket instead. Police officers are needed for unsolved murders, people feeling unsafe, and dangerous domestic violence situations.

Council Member Smith stated that she has met some excellent GPD officers, but those who have some issues must realize the necessity for them to learn to interact with everybody because that is their job. Citizens do not need anyone from the GPD to control them, but they do need law enforcement officers to protect and to serve them. A community respecting the police officers and the police officers respecting the community are needed.

Council Member Smith stated that community policing is a coined term. She is supportive of all City personnel being professional. The horrifying stories that have happened elsewhere are not wanted in Greenville. Parents want their children to live.

Council Member Smiley stated that he cannot pretend to be as directly connected to this as his colleagues and others. The number of his privileges in this regard are astonishing, including he lives in a great part of the City, he is a Caucasian and serves as a City Council Member, and the police officers treat him nice.

Council Member Smiley thanked the citizens in the audience for their attendance. Council Member Smiley stated that this a huge and important issue and the City Council needs to be reminded how important it is by people who feel it in their bones.



Mayor Pro-Tem Glover stated that the GPD must start thinking forward in order to prevent horrific things from happening. Mayor Pro-Tem Glover asked staff about how someone could obtain a copy of a body-worn camera recording.

Assistant City Attorney Donald Phillips explained essentially, a request for a disclosure form must be completed if someone would like to view a recording from the GPD and that person's image or voice is in that recording. If anyone wants a copy of the recording, a Superior Court order is required. The statutory citation or reference is North Carolina General Statute 132-1.4A, which can be found at the General Assembly's website.

Chief Holtzman asked whether the person who has a complaint and was involved in a traffic stop has an opportunity to view the video.

Assistant City Attorney Phillips responded yes. The individual could request to view the recording and arrangements would be made for the person to come to the GPD at a mutually agreeable time to watch the recording.

Council Member Smiley asked whether the City's elected officials could view the recordings.

Assistant City Attorney Phillips responded that the City Council can review the recordings in a closed session after the release of the recording. Again, the release requires a court order. That was specifically written into the session law.

Council Member Smiley asked if one of the GPD officers records something on one of the GPD's cameras and the City Council wants to review the actions of one of the City's employees, does it require a court action for that to happen.

Assistant City Attorney Phillips responded that the release requires a court order. There is a provision, which was discussed, in the session law about when the City Council could view the recording. It specifically states that the recording could be viewed after the release.

Council Member Smiley stated so the viewing by the City Council takes place after the court order.

Assistant City Attorney Phillips stated that is correct.

Council Member Smiley stated that the City Manager is considered as a member of the GPD.

Assistant City Attorney Phillips stated that the City Manager is part of the internal agency so the recording could be viewed in the agency by law. Staff will follow up and provide the information to the City Council regarding when the City Council could view a recording.



Mayor Pro-Tem Glover stated that community policing is a great thing, if the police officers would buy in with this initiative and they are taught the proper way to do it. In China, a police officer is stationed in each community. The police officer lives and works in the community at all times, but Greenville cannot afford that type of community policing.

Mayor Pro-Tem Glover stated that each citizen must look after each other regardless of their race, creed, or color. Once all GPD officers realize that people of all colors have rights and police officers have no right to violate their rights then Greenville will have a different police department.

Mayor Pro-Tem Glover asked for information about the GPD overtime hours, including the names of the police officers and the number of their overtime hours worked. Mayor Pro-Tem Glover stated that 3% of all police departments have bad police officers. The GPD must be visual, respect the community, and train its personnel.

Council Member Smith thanked Chief Holtzman for his presentation as well as the citizens for their comments. Without the community's voice, the City Council would not be aware of the things needing improvement.

Council Member Litchfield thanked the community for voicing their concerns during the Public Comment Period. Council Member Litchfield stated that the concerns have certainly been heard and Chief Holtzman is well aware of the concerns and will address them. He has shared his expectations with Chief Holtzman regarding law enforcement and the need for there to be mutual respect between the citizens and law enforcement.

Council Member Litchfield asked whether the GPD has an ambassador program. Council Member Litchfield asked whether there are other leaders in the community, including those who are in the audience, who could act as ambassadors in the relationship facet between the police and the community.

Chief Holtzman stated that the GPD has a few partnerships. He would like to connect with some of the individuals in the audience to collect their feedback about how the GPD could do its job better.

Council Member Litchfield stated that the City can always do things better by listening to concerns in a forum similar to this meeting and interacting one-on-one with some of the leaders, who are present tonight, to build relationships and to better understand what the City Council and the GPD can do.

Mayor Connelly thanked the audience for their comments and Chief Holtzman and Sergeant Howard for their presentation. Mayor Connelly stated that the take away from the concerns heard at this meeting is where change happens. This is a collaborative effort and everyone must work together, and there has been some constructive feedback. The City Council should take this input and move forward. It would be great to have an ambassador



program where the City Council could always receive a different side of the story. The more we work and collaborate together things are going to get better.

Chief Holtzman stated that the GPD will not abandon community policing, but the community and GPD must work together. When the GPD is doing its day-to-day operations, they must start with professionalism and respect, if the GPD expects to receive both from the citizens.

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### CONSENT AGENDA

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

- Minutes from the November 9 and December 14, 2017 and April 9, 2018 City Council meetings and the March 19, 2018 City Council Workshop
- Resolution accepting dedication of rights-of-way and easements for Centre Court – (Resolution No. 017-18)
- Right-of-Way Encroachment Agreement with New Cingular Wireless PCS, LLC (“AT&T”)
- Right-of-Way Encroachment Agreement with Moye-Corp, LLC – (Contract No. 2225)
- Right-of-Way Encroachment Agreement with Greenville Theatre Ventures, LLC – (Contract No. 2226)  
City Attorney Emanuel McGirt explained that a technical revision was made to this encroachment agreement with the parties agreeing to strike through paragraph 10 which reads as: *the City may terminate the license in a sole discretion* and to replace that with the following: *the City may terminate the license for safety reasons or for a public purpose*. City Attorney McGirt asked for the approval of the revised agreement that is before the City Council this evening. Motion was made by Council Member Smiley and seconded by Council Member Bell to approve the revision to the agreement. Motion carried unanimously.
- Right-of-Way Encroachment Agreement with the State of North Carolina for the benefit of East Carolina University’s new Student Services Building
- Right-of-Way Encroachment Agreement with Teleport Communications America, LLC



- Ordinance and reimbursement resolution amending Greenville Utilities Commission's FY 2017-18 Budget and various capital project budgets – (Ordinance No. 18-30 and Resolution No. 018-18)
- Reimbursement resolution for the proposed Police Superior Software installment financing agreement – (Resolution No. 019-18)
- Police Services Agreement and Memorandum of Understanding for Operational Procedures between the City of Greenville and the Greenville Housing Authority – (Contract Nos. 2227 and 2228)
- Resolution accepting an amended State Revolving Loan offer relating to the Town Creek Culvert and BMP Retrofit Project – (Resolution No. 020-18)
- Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Allen Road Multi-Lane Improvement Project
- Resolution declaring two stormwater cameras as surplus and authorizing their disposition by exchange for a new camera system – (Resolution No. 021-18)
- *Removed For Separate Discussion* Resolution declaring as surplus and authorizing the disposition of four vehicles by electronic auction – (Resolution No. 022-18)
- *Removed For Separate Discussion* Approval to purchase twelve vehicles for various City departments
- *Removed For Separate Discussion* Contract Award to Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project
- Approval of sole-source purchase of replacement traffic signal poles/mast-arms
- Reports on Bids and Contracts Awarded
- Various tax refunds greater than \$100

Motion was made by Council Member Smiley and seconded by Council Member Litchfield to pause the meeting until City Council Members who had stepped away from the dais returned to their seats. Motion carried unanimously.

The meeting was paused at 7:54 p.m. and reconvened at 8:00 p.m.

Motion was made by Council Member Bell and seconded by Council Member Smiley to approve the revised Consent Agenda.



Mayor Connelly requested to remove two items under the Consent Agenda for separate discussion, including the resolution declaring as surplus and authorizing the disposition of four vehicles by electronic auction and approval to purchase 12 vehicles for various City departments.

Council Member Smith requested to remove one item under the Consent Agenda for separate discussion, specifically, the contract award to Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project.

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

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**CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION**

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**RESOLUTION DECLARING AS SURPLUS AND AUTHORIZING THE DISPOSITION OF FOUR VEHICLES BY ELECTRONIC AUCTION – (Resolution No. 022-18)**

Mayor Connelly asked about the usual economic life for two of the surplus vehicles, including the 2012 Freightliner M2 Johnson Street Sweeper and 2013 Freightliner M2 Truck. Mayor Connelly stated that it seems that the life of those vehicles is short for the City to dispose of them so quickly.

Public Works Director Kevin Mulligan responded that typically the life expectancy is seven years. In this instance, actually the life of the 2012 Johnson Street Sweeper is six years and five years for the 2013 Knuckle Boom truck.

Director Mulligan stated that since 2014, the Knuckle Boom truck has been used to do more. When looking at the solid waste services, those trucks are now used for yard waste, bulk, and white good pickups as well as for response to emergency events. That truck was involved with a lot of the cleanup for Hurricane Matthew.

Director Mulligan stated that since 2014, the work orders for maintenance totaled \$64,000. Right now, the main boom and anchors require rebuilding and that is about \$22,000. The Knuckle Boom is five years old, at a cost of approximately \$170,000 to replace, and it could contribute about \$25,000 plus it has two years left of service.

Director Mulligan stated that in 2017 at GovDeals' website, Sanford, North Carolina received 127 bids and \$57,000 for a 2008 Freightliner. The Knuckle Boom trucks are getting good money. The street sweeper is different. He would not recommend purchasing a six-year old street sweeper because they are very difficult from a maintenance perspective and getting five years out of a street sweeper is a challenge.



Mayor Connelly stated that if the economic life of a street sweeper is five years, the City would have to make an adjustment when looking at the Vehicle Replacement Fund. The City might have to start funding more than expected annually just to be able to keep up with replacements.

Director Mulligan stated that he does not have a good baseline of what the City can get for the street sweeper. A good return is expected for the Knuckle Boom truck and it would be put out early, if some major maintenance expenses are foreseen. The street sweeper is sort of the same model, but the Public Works Department had difficulty with keeping those vehicles for seven years.

Motion was made by Council Member Smiley and seconded by Council Member Bell to adopt the resolution. Motion carried unanimously.

#### APPROVAL TO PURCHASE 12 VEHICLES FOR VARIOUS CITY DEPARTMENTS

Mayor Connelly asked about the need of \$206,749 for the new stormwater truck. Mayor Connelly stated that he is concerned whether replacement or maintenance is needed for this vehicle.

Public Works Director Kevin Mulligan responded that this is a critical asset for the Public Works Department. Essentially, this is how the department does its stormwater infrastructure assessment. Most municipalities have this truck. As far as inspecting its sewer, the Greenville Utilities Commission uses this setup as a mobile office.

Director Mulligan explained that the stormwater truck is used to determine the condition of the City's stormwater infrastructure and it is a camera truck. Currently, the department has a field officer in the truck who is assessing the condition of pipes which allows the department to become proactive instead of reactive. The purchase of this truck is the first step of allowing the City to realign a pipe instead of replacing the pipe and road. The City has a camera system, but it is beyond its useful life.

Director Mulligan explained this purchase consists of the truck, camera, and the boom to lower the camera and it is important to have all of these pieces in place that will allow this mobile office to happen. Being able to record and inspect the whole system is the standard of care for sewer or stormwater infrastructure. That videotape then becomes a GIS layer so that staff could see over the course of time what is happening to the pipes.

Director Mulligan explained that having one of these vehicles is critical and having more than one is where the department needs to be. The trained staff would assess the videotape to determine whether a pipe requires replacement or realignment and when the pipe was cleaned. A lot of information could be provided with a mobile office rather than setting up the pipe and coming back to the office to do the assessment.



Mayor Connelly asked whether the approved new camera system works hand in hand with this vehicle or is it a completely separate apparatus.

Director Mulligan responded that the request is to purchase a mobile office van, which would be equipped with an office and a piece of equipment to lower the camera. That camera setup is half that price. The department has two other cameras, a 2004 camera that has no videotaping capability and one that has been problematic and out of commission often.

Director Mulligan explained that while negotiating with the vendor, an additional camera was offered and the vendor would take those old cameras off the City's hand. This camera has a worth of at least \$75,000 and perhaps the City could get at least \$50,000 for the old cameras. The City is purchasing a camera and a truck and the vendor is giving the City an additional camera for the replacement of the two old cameras. The new camera would be used in a trailer. The City would have two cameras, but would not have two of these trucks.

Council Member Meyerhoeffer stated that the funds became available due to the inability to purchase the new ladder truck this year because the City actually has to construct a new facility that fits this fire truck.

Director Mulligan explained that before ordering the replacement of the existing ladder truck, staff determined that a tiller truck is needed, which is 10-15 feet longer. Fire Station 1 or any of the City's other fire stations would not be able to fit that vehicle. The tiller truck has a rear control plus a front control, which is a bit longer and staff asked for modifications to one of the fire stations.

Council Member Meyerhoeffer asked about the cost to upfit the chosen fire station to fit this new fire truck, which will be purchased next year.

Director Mulligan responded approximately \$100,000.

City Manager Wall asked whether that cost for the addition to Fire Station 1 is included in the Capital Improvement Projects (CIP).

Assistant City Manager Michael Cowin responded that cost is currently not in the CIP. Staff is looking at an alternative option.

Council Member Meyerhoeffer asked whether the City is prepared to have the necessary construction completed to purchase this ladder truck next year.

Director Mulligan responded that is to be determined as to how the City would fund the Fire Station 1 modifications. Designing and building this fire truck would take 12-18 months before delivery. During those months, staff would determine needed funding, design the truck, and add to the fire station.



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

Mayor Connelly stated that the City is going to purchase some vehicles that were supposed to be replaced in 2019 in this fiscal year. Mayor Connelly asked about how that affects the City's schedule for replacements. If those vehicles are moved up, how does that throw that off as far as a funding standpoint for the future?

Director Mulligan responded that it should not. The purchase of the fire truck is being moved to fiscal year 2019.

Assistant City Manager Cowin stated that is allowing the City to cut the purchase order now so that the City can obligate the funds. The City would actually settle up in the next fiscal year which will keep the City on track, but this action allows the City to go ahead and move forward with the order now before the fiscal year. There would still be appropriated funds in the Vehicular Replacement Fund at the yearend.

There being no further discussion, the motion passed unanimously.

#### CONTRACT AWARD TO ROSE BROTHERS PAVING COMPANY, INC. FOR THE 2018 STREET RESURFACING PROJECT

Council Member Smith stated that street repaving has been probably the hottest topic in the community. The City has 25.57 lane miles for repaving. Council Member Smith asked about the commencement of the project.

Public Works Director Kevin Mulligan responded that the street resurfacing project would commence June 29 or July 2, 2018.

Council Member Smith asked about the timeframe for a base repair. Council Member Smith stated Arlington Boulevard requires base repairs.

Director Mulligan responded that the contract is 150 days total. The base bid is 120 days. The contractor would resurface Fifth Street first. Hopefully, East Fifth Street would be finished before the University opens in the middle of August. Regarding Arlington Boulevard, the section between Red Banks and Greenville Boulevard would be done.

Council Member Smith asked staff to give an explanation for the four bid alternatives.

Director Mulligan displayed a map showing which roads were part of the base bid and the five-year plan and then staff had to determine whether the City had enough money to award all of this. Resurfacing East Fifth Street is part of the bond and some of it is related to whether the City could get some of the stormwater done in time. There are stormwater pipes needing replacement underneath some of these roads. Staff is recommending the award of all of the alternatives.



Council Member Smith asked whether the resurfacing would be done in consecutive order or by priority.

Director Mulligan responded that the contractor/subcontractor does not want to bring in the milling equipment multiple times. So, the contractor would mill quite a few roads and resurface them quickly.

Council Member Smith asked about if the contractor is doing several roads at a time, how much of a burden that would be on the citizens facing detours.

Director Mulligan responded that there would not be many major detours. There may be some detours on Fifth Street. There would be some lane closures, flag men would stop drivers for oncoming traffic purposes, and two-way lanes may be narrowed down to one lane.

Council Member Smith asked whether the roads are listed in the way that they will be repaired and how would the citizens know what streets are being resurfaced.

Director Mulligan responded that staff would work with the contractor to produce a schedule to identify what roads would be done in the next 30 days. The public and City Council would receive that information as well.

Mayor Pro-Tem Glover asked when South Village Drive would be resurfaced. Mayor Pro-Tem Glover stated that with all of the construction, the big trucks have torn up the street.

Director Mulligan responded that South Village Drive is scheduled for resurfacing next year.

Mayor Pro-Tem Glover asked about the roundabout for Fifth Street.

Director Mulligan responded that later this year, work will be done on Dickinson Avenue and it is not wanted to have West and East Tenth Streets closed simultaneously. East Tenth Street is expected to be opened later this year and West Tenth Street is expected to be out to bid later this year.

Council Member Meyerhoeffer stated that the repaving of Arlington Boulevard in front of the high school is not on the agenda before the City Council this evening.

Director Mulligan responded that is currently in design. There are some stormwater issues at that location and a more in-depth and full design of that project as well as the roadway itself is required.

Council Member Meyerhoeffer asked whether the City has taken care of all of Arlington Boulevard, excluding that section.



Director Mulligan responded that from Greenville Boulevard to Hooker Road is the remaining section.

Council Member Bell stated that he is extremely pleased that East Fifth Street is being repaved. Council Member Bell asked about how does staff determine whether First and Willow Streets over to East Fourth Street could be fixed.

Director Mulligan stated that in the five-year plan, that section was identified with a lot of factors. When the five-year plan was determined, staff looked at the condition or reassessment of the road, roadway condition, stormwater and all the utility impacts. There were some recent stormwater improvements at that location. Most of Fourth Street has been done, but the concrete section of Fourth Street has not been done.

Council Member Bell stated that he would like some consideration to be given to East Fourth Street because there are four different paving surfaces and potholes on that street.

Director Mulligan stated those are utility cuts that are being patched and in need of being finalized. That should be asphalt or a plate and is not resurfacing - it is a trench and not a permanent fix. One half of Elm Street was done in 2016 and 2017. The section west of Elm Street, which is being referred to this evening, is a challenging section.

Council Member Bell asked whether the work is going to be tough and expensive and those are the reasons for the City not tackling the section now.

Director Mulligan responded that the City has 700 miles of roads and \$400,000 was spent on roads for about 15 years and now the City is spending about \$3-\$4 million for roads. The City has many roads to catch up on and the City has been in need for doing 30 lane miles a year and is right at that currently. Fourth Street, South Village Drive, the Grid, and West Greenville would be looked at next year.

City Manager Wall stated that the Five-Year Resurfacing Plan and some of the background on how that analysis was derived would be shared with the City Council.

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

NEW BUSINESS

PUBLIC HEARING ON PROPOSED FISCAL YEAR 2018-19 BUDGETS:

City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority



## Greenville Utilities Commission

Assistant City Manager Michael Cowin summarized the proposed 2018-2019 Budget for the City of Greenville (including the Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority) and for the Greenville Utilities Commission. This proposed budget is a direct reflection of the City Council's goals and priorities, which were established in January 2018 at its Planning Session. The budget objectives for Fiscal Year (FY) 2018-2019 center around moving forward those goals and priorities over a two-year period.

### **CITY OF GREENVILLE 2018-2020 CITY COUNCIL GOALS AND PRIORITIES**

The 2018-2020 City Council goals and Priorities Stand as the Foundation for the Budget Objectives:

#### **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 business
4. Enhance accessible transportation networks, public building, and public infrastructure development
5. Build a high perform 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 go 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

Assistant City Manager Cowin stated when looking at all funds in the budget, there are \$390,682,618 with the City's operating funds comprising 34.2% (\$133,495,542) of that total.



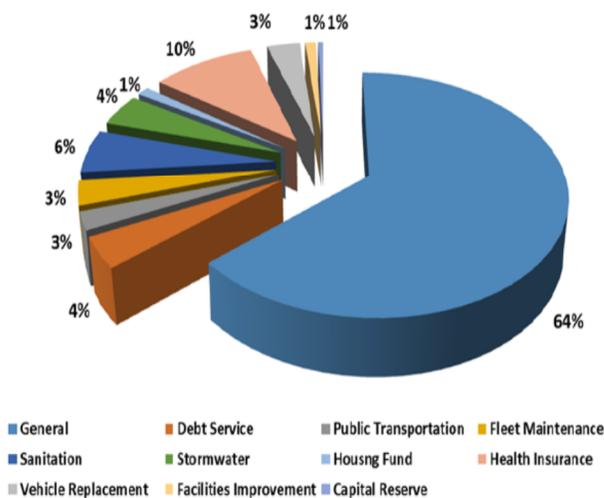
## 2018-19 PROPOSED BUDGET ALL FUNDS

	FY 2018-19 PROPOSED BUDGET	%
<b>City Operating Funds</b>	<b>\$ 133,495,542</b>	<b>34.2%</b>
<b>Greenville Utilities Commission</b>	<b>253,310,658</b>	<b>64.8%</b>
<b>Convention &amp; Visitors Authority</b>	<b>1,396,501</b>	<b>0.4%</b>
<b>Sheppard Memorial Library</b>	<b>2,479,917</b>	<b>0.6%</b>
<b>Total Proposed</b>	<b>\$ 390,682,618</b>	<b>100.0%</b>

Assistant City Manager Cowin stated that concerning the City’s operating budget, the General Fund comprises approximately 64% of the total budget at \$84,993,936. Some of the larger budgets within the operating fund are Sanitation (\$7,843,096), Stormwater (\$5,882,000), and Health Insurance (\$13,562,600). Collectively, those few make up almost 90% of the City’s proposed operating budget.



## 2018-19 PROPOSED BUDGET CITY OPERATING FUNDS



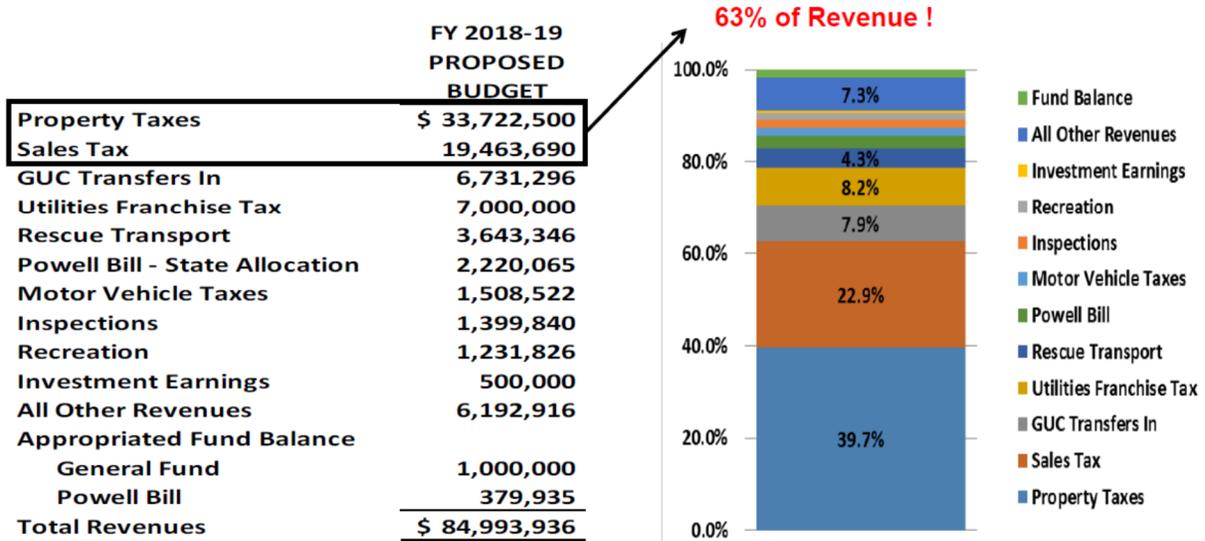
	FY 2018-19 PROPOSED BUDGET
<b>General</b>	<b>\$ 84,993,936</b>
<b>Debt Service</b>	<b>5,463,492</b>
<b>Public Transportation</b>	<b>3,249,922</b>
<b>Fleet Maintenance</b>	<b>4,431,156</b>
<b>Sanitation</b>	<b>7,843,096</b>
<b>Stormwater</b>	<b>5,882,000</b>
<b>Housing Fund</b>	<b>1,597,179</b>
<b>Health Insurance</b>	<b>13,562,600</b>
<b>Vehicle Replacement</b>	<b>4,332,161</b>
<b>Facilities Improvement</b>	<b>1,400,000</b>
<b>Capital Reserve</b>	<b>740,000</b>
<b>Total Operating Funds</b>	<b>\$ 133,495,542</b>



Assistant City Manager Cowin stated that regarding the General Fund Budget Revenues, property taxes (\$33,722,500) and sales tax (\$19,463,690) comprise approximately two-thirds of the total revenues. The top four line items are roughly over 80% of the overall budget when adding in the GUC Transfers In (\$6,731,296) as well as the Utilities Franchise Tax (\$7,000,000).



## GENERAL FUND BUDGET REVENUES



Assistant City Manager Cowin stated that the City's property tax rate is budgeted to remain constant at 52 cents for the next year as well as for FY 2019-2020. That is considerable consistency and stability over the last 10-15 years. However, the City's property tax base continues to increase, going from approximately \$6.5 billion for FY 2018 to almost \$6.740 billion for FY 2019. That is a 3.2% increase in the property tax base from one year to the next.

Assistant City Manager Cowin stated that regarding the General Fund Budget Expense for FY 2018-2019, approximately 64% will be in the form of Personnel Expense (\$54,360,249), 21.6 % for Operating Expense (\$18,389,569), 10.9% for Transfers (\$9,228,684), and Capital Improvements (\$4,966,321) at 5.8%.

Assistant City Manager Cowin stated when looking at the primary rates within the overall operating budget, the Sanitation rate would stand at \$16.00 per month for the next two years. That is constant and consistent with the FY 2018 amount and the monthly stormwater fees at \$5.35 are also projected not to increase over the next two years.

Assistant City Manager Cowin stated that this proposed budget stands as a message to the community that *Greenville Means Business* with the concerns for the City's infrastructure,



funding economic development within the City as well as balancing to make sure that Greenville has the best most talented staff representing the City of Greenville daily.

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

**OTHER ITEMS OF BUSINESS**

BUDGET ORDINANCE AMENDMENT #10 TO THE 2017-2018 CITY OF GREENVILLE BUDGET (ORDINANCE #17-040), CAPITAL PROJECTS FUNDS (ORDINANCE #17-024), SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), AND THE INSURANCE LOSS RESERVE FUND (ORDINANCE #94-140) – Ordinance No. 18-031

Assistant City Manager Michael Cowin stated that Budget Ordinance Amendment #10 is the final budget amendment for Fiscal Year 2017-2018. This amendment includes adjustment to the General Fund, Capital Project Funds, Special Revenue Fund, and Insurance Loss Reserve Fund.

Assistant City Manager Cowin summarized the adjustment to the funds:

**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #10**

Description	Funds Impacted	Amount
- Recognize Donation Revenue for the Construction of an Outdoor Chessboard at Sheppard Memorial Library	General	\$ 10,000
- Recognize Additional Revenue Raised as Part of the United Way Campaign	General	\$ 1,469
- Recognize Additional Inspections Revenue to Cover Related Staffing and Software Costs	General	\$ 95,000



- Reallocate Insurance Loss Reserves to Pay Remaining Insurance Claims for the Fiscal Year	General Ins Loss Reserve	\$ 436,461
- Transfer Capital Improvement Funding from General Fund to Capital Project Fund		
o Town Common Renovation	R&P Cap Proj Fund	\$ 461,033
o Tar River Legacy Plan	R&P Cap Proj Fund	\$ 183,000
o East Side Park	R&P Cap Proj Fund	\$ 181,225
o F/R Station 3 Parking Lot	PW Cap Proj Fund	\$ 139,551
o F/R Station 2 Bay Expansion	PW Cap Proj Fund	\$ 224,655
o Police Storage Facility	Police Cap Proj Fund	\$ 196,126
- Adjust the Sheppard Memorial Library budget to Projected Actual for FY2017-18 Year-End	SML	\$ 7,345
- Recognize Current FY2018 Appropriations for Street Improvements	PW Cap Proj Fund	\$ 2,297,373
- Installment Finance of Superior Software Project for the Police Department	Police Cap Proj Fund	\$ 1,159,676
- Recongize Grant Revenue Received for the GREAT School Service Project	Special Revenue	\$ 500

Assistant City Manager Cowin stated that as of the end of the fiscal year, the City would have a \$158 million operating budget. The General Fund would make up a majority of that total.

**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #10 SUMMARY**

**City of Greenville Operating Fund Budget per Amendment #10:**

Fund	Budget	%
General	\$ 92,775,324	58.7%
Debt Service	5,448,934	3.4%
Public Transportation	4,845,267	3.1%
Fleet Maintenance	4,337,071	2.7%
Sanitation	7,619,286	4.8%
Stormwater Utility	8,185,766	5.2%
Housing	5,864,566	3.7%
Health Insurance	13,135,690	8.3%
Vehicle Replacement	5,311,895	3.4%
Facilities Improvement	3,042,730	1.9%
Capital Reserve	7,525,245	4.8%
<b>Total</b>	<b>\$ 158,091,774</b>	<b>100.0%</b>



Assistant City Manager Cowin stated that the auditors were in Greenville a week ago to prepare for the yearend. Staff already had an audit committee meeting for them to establish what their goals and priorities would be during the process. Staff is looking forward to being able to move through the process and having a better indication of where the fund balance is, based on staff's early projection during the budgeting process. That would allow staff to settle up in October.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Meyerhoeffer to adopt the ordinance. Motion carried unanimously.

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**REVIEW OF JUNE 14, 2018 CITY COUNCIL MEETING**

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The Mayor and City Council reviewed the agenda for the June 14, 2018 City Council meeting.

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**CITY MANAGER'S REPORT**

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No comments were made by City Manager Wall.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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

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**ADJOURNMENT**

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There being no further business before the City Council, motion was made by Council Member Bell and seconded by Council Member Smith to adjourn the meeting. Motion carried unanimously, and Mayor Connelly declared the meeting adjourned at 8:58 p.m.

Respectfully Submitted

Polly Jones  
Deputy City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, SEPTEMBER 10, 2018



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

Those Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Wall requested that one item be removed entirely from the Consent Agenda, specifically, the presentation by the Pitt-Greenville Airport Authority; and to add an item to the agenda, specifically, the discussion of the fuel contract for the operation of the City's fuel station. The City Council has been provided information this evening regarding the item to be added to the agenda.

Council Member Smiley requested to add an item under the Consent Agenda, specifically, the cancellation of the Thursday, October 11, 2018 City Council meeting so staff might prepare for Hurricane Florence.

Motion was made by Council Member Smiley and seconded by Council Member Litchfield to amend the agenda as recommended. Motion carried unanimously.

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



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**PUBLIC COMMENT PERIOD**

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Samuel Cannon, 2532 Sunset Avenue

Mr. Cannon reported that the Hillsdale Subdivision is experiencing a problem with old trees falling. One tree in the park could have fallen on children when it split in the center and fell to the ground and there are several other incidents. For example, one resident has large oak trees surrounding her home and she cannot afford to have a contractor to remove them plus some trees have limbs hanging over the power lines, especially the ones on his property.

Mr. Cannon also reported that there is poor lighting in the College Hill and 14<sup>th</sup> Street area. He is afraid that if the problem is not corrected, youth could be injured and the City might be liable for their injuries.

Jannet T. Boone, 203 Harvey Drive

Ms. Boone reported that the residents of the Hillsdale Subdivision are concerned about the rotten falling trees being a life-threatening problem in their community (on Harley Drive, Glenwood Drive, and Sunset Avenue). For example, on August 11, 2018, a tree fell on her car and other trees have fallen on a light pole and a homeowner's barn. The Public Works Department's personnel looked at some of the trees in the park area, but that was not a total assessment of the problem with these trees.

John Joseph Laffiteau University Inn & Suites, 301 Greenville Blvd, SE

Mr. Laffiteau made comments about an incident involving him and the staff of the Sheppard Memorial Library and the advancement of polygraph tests.

Mr. Laffiteau also submitted a summary of his transcripts for the courses that he has taken during the 2015-2018 semesters at Pitt Community College.

Latisha Godette, York Memorial AME Zion Church, 201 Tyson Street

Ms. Godette stated that in the last few weeks, there are citizens who are afraid and others who are confused about the police-community divide in the City of Greenville. People are being intimidated and people are being murdered. Ms. Goddett asked what is the Mayor and City Council doing to address the issues and to bring the Police Department and people in the community together.

Ms. Godette reported that homes near York Memorial AME Zion Church have been broken into by police officers. People are being treated unfairly, and they want answers and accountability and to work together for a solution to the problem of the police-community divide.



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## CONSENT AGENDA

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

- Minutes from the May 7, August 9, and August 20, 2018 City Council meetings and the August 20, 2018 City Council workshop
- Resolution Accepting Dedication of Rights-of-Way and Easements for Savannah Place, Section 2 Phase 1 and Arbor Hills South, Phase 6 Cluster – (Resolution No. 031-18)
- Master Right-of-Way Encroachment Agreement with South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications
- Master Right-of-Way Encroachment Agreement with University Health Systems of Eastern North Carolina, Inc., d/b/a Vidant Health
- *Removed For Separate Discussion* Change Order #1 to the contract with Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project
- Contract Award to Cambridge Systematics for the Development of the Eastern North Carolina Regional Freight Mobility Plan
- 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
- Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Fourteenth Street Improvements Project
- Municipal Agreement with the North Carolina Department of Transportation for Betterments for the Evans Street/Old Tar Road Multi-Lane Improvement Project
- Resolution of support for the North Carolina Department of Transportation to install a traffic signal for safety improvements on West Arlington Boulevard – (Resolution No. 032-18)
- Various tax refunds greater than \$100
- *Added* Cancellation of the Thursday, September 13, 2018 City Council meeting



Mayor Connelly requested to remove one item, Change Order #1 to the contract with Rose Brothers Paving Company, Inc. for the 2018 Street Resurfacing Project from under the Consent Agenda for separate discussion.

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

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**CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION**

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**CHANGE ORDER #1 TO THE CONTRACT WITH ROSE BROTHERS PAVING COMPANY, INC. FOR THE 2018 STREET RESURFACING PROJECT**

Mayor Connelly stated this is awesome that some of the streets in West Greenville are being resurfaced because several roads in that area are deteriorating. Mayor Connelly asked staff to explain what brought on the resurfacing of two additional streets and if additional revenue became available. Mayor Connelly stated that the background indicates partly that the City is doing this additional resurfacing due to some allocated money plus the 2015 General Obligation Bond proceeds.

Public Works Director Kevin Mulligan responded that is correct. There are two roads, West 6th Street (from Bancroft to Davis) and West Arlington Boulevard (from Heart Drive to West 5th Street), which experienced asphalt delamination during the winter storms that occurred earlier this year. Staff was able to assess that the City could go through with this project as far as the infrastructure underneath the roadway and recommended that the work be done before this winter.

Director Mulligan stated that the idea was to address that after the 10<sup>th</sup> Street Connector was completed. With that project being completed, the City would address several of the roads within the West Greenville area. This one rose to the top because of its degrading physical condition and attention was needed this season because the road was continuing to fall apart.

Mayor Pro-Tem Glover stated that after her discussion with City Manager Wall, she called Ms. Pearl Green, a 93 year old resident of 6<sup>th</sup> Street, who had been asking for the street to be paved and she was extremely happy.

Council Member Meyerhoeffer asked about the timeframe for this project.

Director Mulligan responded that the project would be done in October.

Council Member Meyerhoeffer asked whether Rose Brothers Paving Company, Inc. has completed all of the paving that they were contracted to do.



Director Mulligan stated that there are a couple of roads remaining to be done.

Council Member Meyerhoeffer asked whether the roads would be done before handling the paving of West 6<sup>th</sup> Street and Arlington Boulevard or are they going to handle the other roads listed on the June 11, 2018 City Council meeting agenda.

Director Mulligan responded that Rose Brothers usually brings in the person who is going to use the machine to mill the top asphalt off and they would try to do all the roads at once so it is one mobilization, and then they would resurface the roads somewhat quickly. Arlington Boulevard and West 6<sup>th</sup> Street may need a little bit more effort because of the deterioration of the base underneath them.

Council Member Meyerhoeffer asked whether everything would be done in another month.

Director Mulligan responded that the work would probably continue until November.

Motion was made by Council Member Bell and seconded by Mayor Pro-Tem Glover to approve the change order. Motion carried unanimously.

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**NEW BUSINESS**

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PRESENTATIONS BY BOARDS AND COMMISSIONS

Planning & Zoning Commission

Chairman Michael Overton gave a breakdown of the activity on the Planning & Zoning (P&Z) Commission for the last 12 months. There were 30 rezoning cases, comprising of a total of about 432 acres, and four were recommended for denial and the remaining cases were recommended for approval. The text amendments recommended for approval were added “sandmining” as a permitted use in the CH zoning district (which is Heavy Commercial); amended the landscaping requirements for commercial/industrial building expansions (which was initiated by the City Council); and added “dance studio” as a permitted use in the IU (Industrial) zoning district. Two street closings were recommended for approval: 1) a portion of Forbes Street (between 9<sup>th</sup> and 10<sup>th</sup> Streets), and 2) a portion of Glen Arthur Avenue (between 13<sup>th</sup> and 14<sup>th</sup> Streets).

Chairman Overton reported that regarding final actions, the P&Z Commission approved all preliminary plats including

- Six lots - Firetower Junction located at Fire Tower and Bayswater Roads
- Three lots – The Drake located on Evans Street south of Willoughby Park Condominiums
- 49 lots – Langston West, Phase 11 located north of Ridgewood Elementary School



- 50 lots - Paramore Farms Cluster Revised located in Paramore SD at Evans Street and Fire Tower Road
- Three lots on M. W. Warren Heirs Subdivision adjacent to Indigreen Industrial Park
- 188 lots - Arbor Hills South, Section 2 at L. T. Hardee and Eastern Pines Roads

Chairman Overton reported that the P&Z Zoning Commission had one special use request which was approved for “The Retreat” on Charles Boulevard for 178 units (656 beds). Other business includes a presentation was heard on the findings of the Student and Market Rate Apartment Housing Analysis from the consultant, Kimberly-Horn. A Commission member, Hap Maxwell, led a discussion on creating complete neighborhoods and environmental concerns as outlined in Chapter 5 of the Horizons 2026: Greenville’s Community Plan.

Chairman Overton reported that several members including himself attended a training session offered by the UNC School of Government to discuss the purpose of the Planning and Zoning Commission. Four members are going to serve on the Advisory Committee for the upcoming 2045 Metropolitan Transportation Plan. Those members are Les Robinson, Max Ray Joyner III, Hap Maxwell, and Ken Wilson. Members Terry King and Chris Darden served on the Steering Committee for the Southwest Bypass Plan.

Pitt-Greenville Airport Authority - Removed From the Agenda

#### CONTRACT FOR SERVICES WITH UPTOWN GREENVILLE

Council Member Smith asked staff to give information about the contract.

Assistant City Manager Ken Graves explained that before the City Council this evening is the City’s standard agreement with Uptown Greenville providing various services as they have done for the City in the past. Most recently, Uptown Greenville participated in Freeboot Friday and Greenville Grooves, both of those events were successful. Also, Uptown Greenville participated in a recent campaign to clean up the sidewalks with local businesses in the uptown area. The City would like to continue all of those activities and provide some additional services in the upcoming two-year agreement.

Council Member Smith asked whether additional funds would be required for the additional services provided by Uptown Greenville.

Assistant City Manager Graves responded the contract is \$100,000 annually; therefore, the total for the two-year agreement would be \$200,000.

Council Member Smith asked if the City adds any additional services would Uptown Greenville ask for an increase in cost for those services.



Assistant City Manager Graves stated that would be possible if there were extenuating circumstances that the City must have some additional funds, but the City can cover the services with what it has currently.

Council Member Smith stated that the community has asked whether Greenville Grooves could be moved down to the Town Common and whether the request would be considered by the City.

Assistant City Manager Graves responded that staff could certainly investigate that request.

Council Member Smith asked how long does staff anticipate responding to the request because people are trying to prepare ahead of time.

Assistant City Manager Graves responded staff would respond to the request within a 6-8 week timeframe.

Council Member Smiley asked whether the City's contract with Uptown Greenville is classified as part of the City's economic spending.

Assistant City Manager Graves responded that the agreement is part of the City's economic budget.

Council Member Litchfield asked whether it is correct that Uptown Greenville is a nonprofit organization.

Assistant City Manager Graves responded that is correct.

Council Member Litchfield stated that Uptown Greenville is funded through different partners. Council Member Litchfield asked are there other entities similar to Uptown Greenville in other University towns throughout North Carolina, South Carolina, and Virginia. Council Member Litchfield asked for an overview on the funding of similar organizations.

Executive Director Bianca Shoneman of Uptown Greenville responded that many organizations are funded through a business improvement district. That is a special assessment or taxation district, which provides funding to help with initiatives around economic development, clean and safe programs to help keep the sidewalks clean, and then help the organization promote the downtown as a destination.

Executive Director Shoneman explained that additionally, revenues are generated through sponsorships, corporate partnerships (which Uptown Greenville is successful at as well) and memberships. Sometimes organizations similar to Uptown Greenville garner memberships from the community and the downtown community buys into the organizations.



Executive Director Shoneman stated that in many university towns, the university also buys into the organizations as is the case with Uptown Greenville, North Carolina State University, and UNC-Chapel Hill. Their downtown organizations receive funding from the university. In 2012, prior to her initiation with Uptown Greenville, the City, University and Hospital all came together under the premise of wanting to do better at the retention and recruitment of the best and brightest in Greenville.

Executive Director Shoneman stated they said in order to do that the City needed to have a strong urban core and in order to do that a central focus was needed, an organization to hyperfocus on downtown revitalization. That is how her position was created. The University, City, and Hospital came together to buy-in to Uptown Greenville.

Executive Director Shoneman stated that over the last six years, Uptown Greenville has seen the fruits of that investment really plated to our benefit as a city and community. The City got great statistics, boosted over 600 new jobs in the last five years, and got a half of billion dollars in public and private investment. Last year alone, over 700 people volunteered with Uptown Greenville during Freeboot Friday and PirateFest.

Executive Director Shoneman stated that Uptown Greenville is touching all points. Uptown Greenville could not do this without the help provided by the City's leadership and Office of Economic Development. This is a village working together to build a city.

Executive Director Shoneman stated that there are multiple opportunities to fund downtown organizations. Uptown Greenville generates a multi-prong approach of financing its organization. She feels that Uptown Greenville is unique because they do generate revenue from events, are stronger across- the-board in revenue generation from community events and some of its peer partners, but Uptown Greenville also lacks certain funding mechanism. For example, other small towns receive much larger investments from their cities.

Mayor Connelly stated that a few different things in the last contract were that Uptown Greenville was a great partner with Batter Up'Town, an additional event. Also, Uptown Greenville was a great partner with the Concert on the Common. Those two events were hugely successful.

Mayor Connelly stated that he cannot rant and rave enough about Freeboot Friday, which was held this last weekend. From an economic standpoint, his wife was dining at the Starlight Café and the waitress stated that this is the busiest that the Starlight had ever been. That is awesome and hopefully, if the City is doing that uptown, the City can do that in other sections of the community too. Keeping the City vibrant is great for the community, businesses, and the individuals living in the City. Uptown Greenville is doing a wonderful job.

Council Member Meyerhoeffler asked about the criteria for determining whether Uptown Greenville is going to do a concert on the Town Common versus Five Points Plaza.



Executive Director Shoneman responded that the Five Points Plaza is more of a landmark destination. Freeboot Friday has happened for 18 years, and for at least 10 years it has been held at the Five Points Plaza since its opening and prior to that. When Uptown Greenville chooses a destination, thought is given toward elements that they want to play out. Consideration is given to how and whether they want it to feel spread out, sparse, or a sense of closeness. Because it is a bound location, the Five Points Plaza provides an opportunity for the event to feel more concentrated. Uptown Greenville likes that sense of success that can be provided by a restricted area size.

Executive Director Shoneman stated that also when Uptown Greenville considers the location, there is a tangible benefit to hosting Freeboot at the Five Points Plaza as opposed to the Town Common, which is beautiful. The businesses surrounding the Five Points Plaza receive a substantial uptick in what is called diners in the feet on the street, and a result of an event is really clear on nights such as the Food Truck Rodeo or Freeboot Friday. If the events were moved to the Town Common, at this point, the built-in environment does not provide the infrastructure to provide the connectivity and the sense of place or there is no commerce past Third Street.

Executive Director Shoneman stated that until the City builds out the First Street corridor, activating the Town Common, unless it is a huge event like PirateFest, is challenging for Uptown Greenville.

Council Member Smith requested that Uptown Greenville should help Assistant City Manager Graves with the response to the citizens' request about holding Greenville Grooves at the Town Common.

Executive Director Shoneman stated that Uptown Greenville applied for a North Carolina Arts Council grant in conjunction with the City, and \$6,500 was received to support the Greenville Grooves music series in 2019 calendar year.

Mayor Pro-Tem Glover asked in regards to keeping the downtown area clean, does the City's litter patrol assist in the cleaning of the downtown area.

Assistant City Manager Graves responded yes.

Mayor Pro-Tem Glover stated that she is appreciative of the things that are happening uptown, but the problem that she sees for West Greenville is the more the City builds the more gentrification is created for the community. The uptown area is very connected to West Greenville. For every dollar the City spends of citizens' money for Uptown Greenville the same amount should be spent in West Greenville.

Mayor Pro-Tem Glover stated that the City cannot just forget about its other communities, leaving it as is while building all around it. Her concern is if the City does not start now putting dollars into West Greenville, it will never happen. For example, the City could hire some parolees to keep the streets clean. She does not want one of the oldest communities



in Greenville to be left to fend for itself all of the time. She has no problem with Uptown Greenville asking for more funding, but the City should start looking at improving its other communities as well.

Assistant City Manager Graves stated that at the August 9, 2018 City Council meeting, the City Council approved a rezoning request along the other part of the West Greenville Corridor plus a restaurant is proposed in the area. He feels that more activity will be seen along that corridor as the changes take place. Also, the Public Works Department is in the process with the State to change the West Greenville Corridor in terms of the mobility and streetscape plus a roundabout is coming in that area. Absolutely, staff understands the concerns for promoting activities and development in West Greenville.

Executive Director Shoneman stated that Jermaine McNair of NC CIVIL (North Carolina Community and Industry Value Interactionist League) and she are working closely together. Recently, they have done a Walk Your City Campaign where signs are placed throughout uptown and West Greenville, allowing people to scan signs and receive walking distances to various locations in the City (using Google maps). The results of the use of those signs are available at [walkyourcity.com](http://walkyourcity.com) and West Greenville trackers are getting more activity than the central business trackers.

Executive Director Shoneman stated that West Greenville is a beautiful neighborhood and architecturally has one of the built-in environments that the City provides. People are walking in West Greenville, which is a successful City initiative in conjunction with the Pitt County Health Department.

Mayor Pro-Tem Glover stated that many people have moved into the homes on Third and Fourth Streets. A matter of fact one person purchased almost all of the properties on Dickinson Avenue, excluding the ones that are already owned by people. When people learn about new changes coming to an area and have the money to change the entire community, there is nothing the citizens can do.

Mayor Pro-Tem Glover stated that the City could do something about making sure that our communities are not left out because with improvements, West Greenville could be a nice touring section of the City. This is why she does not want to see so much gentrification, people moving out and not being able to afford their homes, and people buying and renovating the big ones and increasing the rent.

Mayor Pro-Tem Glover stated that it is sad that as of tonight a street is finally going to be paved after 93 years, which is the age of Ms. Pearlie Green. She has never seen the street paved where she resides.

Council Member Bell commended Executive Director Shoneman for her work and recognized that she was working and celebrating her daughter's birthday simultaneously at the "Sanitary Sunday" Uptown Greenville event.



Council Member Smith stated that in other cities such as Columbus, a program is provided where companies employ people who live within a walkable distance of their business. That type of program would help promote and incentivize the participants and create economic development as well. It would be great if the City and Uptown Greenville could look at something like that for people who live in West Greenville.

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

REVISED POLICY AND PROCEDURE FOR THE CONDITIONAL SERVICE, SALE, AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE TOWN COMMON

Assistant City Manager Michael Cowin stated this policy allows for specific groups or persons to rent the Town Common for an event that includes the sale of alcoholic beverages. The current policy only allows for the sale of malt beverages and unfortified wine. Based on the City Council's discussion and directive to staff at the August 9, 2018 City Council meeting, the policy has been revised to include the sale of fortified wine and spiritless liquor assuming that the applicant has all of the ABC permits that are required by law.

Assistant City Manager Cowin explained the focus of the policy is clearly for those specified groups or persons who would be allowed to use the Town Common to host an event, which includes the sale of alcoholic beverages. The City Council has been provided copies of both the current and revised policies.

Assistant City Manager Cowin explained that those specified groups or persons would include the City of Greenville and nonprofit organizations as established by General Statute 18B-1002(a)(2) as well as a political organization as established by the same statute and any other ABC permittee authorized by law to sell alcohol, malt beverages, and/or unfortified wine such as a business.

Assistant City Manager Cowin explained that the revised policy adds that a nonprofit organization for the sale of fortified wine and spiritless liquor through the access of a special one-time permit. North Carolina General Statute 18B-1002(a)(2) allows for a special onetime permit to be issued by the ABC Commission to a nonprofit organization to host an event for a single fundraising event that would allow the nonprofit to request the City to actually sell fortified wine as well as spiritless liquor.

Assistant City Manager Cowin explained that the nonprofit must complete the agreement with the City to rent the Town Common for the event. The rental agreement would allow for the sale of fortified wine with certain City restrictions and the lease of the Town Common would be contingent on inherence to those restrictions.

Assistant City Manager Cowin summarized some of the restrictions:



### **FORTIFIED WINE/SPIRITUOUS LIQUOR LEASE/RENTAL RESTRICTIONS**

- Nonprofit must be the event sponsor (i.e. compliance w/special one-time permit)
- Sale/consumption only allowed in the designated area (alcohol zone)
- Sale and service no later than 10:00 p.m.
- At least two police officers required to be present in alcohol zone (paid for by nonprofit)
- Must have liquor liability insurance as well as other liability insurance coverages to be verified by the City

Assistant City Manager Cowin stated that based on the discussion, recommendation, and the vote by the City Council at its August 9, 2018 meeting, staff is bringing this revised policy back for consideration by the City Council.

Council Member Bell stated he requested that this item be added to the August 9, 2018 meeting agenda. Since then, he has been contacted via email by many concerned citizens about this agenda item and, obviously, this item has touched deep on some people. The Daily Reflector has done a poll and received a large amount of approval, but he feels it would be wise for the City Council to seek public input on this one.

Assistant City Manager Cowin stated that staff could establish a process in the next several weeks and have the public participate in some type of input session to provide some feedback, if that is the wishes of the City Council.

Council Member Meyerhoeffer asked about how the City would determine the size and scope of the area for the alcohol zone. Would it be per permit and the same for every single request?

Assistant City Manager Cowin responded that it may not be determined per permit and the same for every single request and would be determined based on the anticipated size of the event.

Council Member Meyerhoeffer asked so it is not a one size fits all situation.

Assistant City Manager Cowin responded no. At the time the application is submitted to the City, the alcohol zone must be established based on the event type and size. The City, staff, and the nonprofit organization would work together to go ahead and establish the alcohol zone.

Motion was made by Council Member Bell and seconded by Council Member Smiley to continue the discussion of this item until November in order to solicit public input. Motion carried unanimously.



## 2019 SCHEDULE OF CITY COUNCIL MEETINGS

City Clerk Carol Barwick explained that a proposed schedule for the 2019 City Council meetings was submitted to the City Council in its agenda package. In accordance with what is set forth in the City Code, the workshop meetings, which were added in February 2018, have been included on this schedule. The potential meeting dates that were in direct conflict with City observed holidays have been omitted from the proposed schedule.

City Clerk Barwick explained there is a list of events, which sometimes impact the meeting schedule. She is willing to make any necessary adjustments and is asking for the City Council's approval of its 2019 schedule of meetings.

Council Member Smiley stated that he has conflicts on the May 6 and August 5, 2019 meetings. He suggested to cancel those meetings or to schedule the third meeting as the second meeting of that month or some other reasonable accommodation.

City Manager Wall stated that staff intended to present the budget to the City Council at the May 6, 2019 meeting.

Council Member Smiley asked whether the budget presentation could be done on May 9, 2019.

City Manager Wall responded yes.

Council Member Smiley suggested that the 4:00 p.m. workshop scheduled for May 6 should be moved to May 9; therefore, the City Council meetings for May would be scheduled for May 9 and 20, 2019.

Motion was made by Council Member Smiley and seconded by Council Member Bell to make those adjustments to the 2019 Schedule of the City Council Meetings. Motion carried unanimously.

Council Member Smiley also recommended to move the August 5, 2019, 4:00 p.m. workshop to the August 8, 2019 meeting, to cancel the August 5 meeting, and to have the meetings on August 8 and 19, 2019.

Motion was made by Council Member Smiley and seconded by Council Member Bell to make those adjustments to the 2019 Schedule of the City Council Meetings. Motion carried unanimously.

City Clerk Barwick stated that the workshop meeting scheduled for December 9, 2019 is the evening of the City Council's organizational meeting. There will be a lot of activity for setting up the gallery for the reception following the swearing in of the new City Council.



Motion was made by Council Member Smiley and seconded by Council Member Litchfield to move the December 9, 2019, 4:00 p.m. workshop to December 12.

A friendly amendment was made by Council Member Meyerhoeffer and accepted by Council Member Smiley to eliminate the December 23, 2019 meeting.

Motion was made by Council Member Meyerhoeffer and seconded by Council Member Litchfield to move the December 9, 2019, 4:00 p.m. workshop to December 12, and to remove the December 23, 2019 meeting from the 2019 Schedule of City Council Meetings. Motion carried unanimously.

Motion was made by Council Member Meyerhoeffer and seconded by Council Member Smiley to approve the remainder of the City Council meetings scheduled for 2019. Motion carried unanimously.

#### FISCAL YEAR 2019-2020 BUDGET SCHEDULE

Assistant City Manager Michael Cowin stated that the fiscal year 2019-2020 budget calendar starts this evening, if the City Council approves this schedule and moves forward to the Planning Session in January 2019. The draft budget presentation is proposed for April 2019 and the budget presentation has been moved to May 9, 2019 due to tonight's cancellation of the May 6, 2019 City Council meeting. The final budget would be presented in a public hearing on June 10, 2019 and the adoption of the budget is proposed for June 13, 2019.

Motion was made by Council Member Smiley and seconded by Council Member Litchfield to approve the revised schedule. Motion carried unanimously.

#### 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) - Ordinance No. 18-049

Director of Financial Services Byron Hayes explained that this is the second budget ordinance amendment for fiscal year 2018-2019. The Budget Ordinance Amendment #2 includes adjustments to the General Fund, Public Works Capital Project Fund, Recreation and Parks Capital Project Fund, Greenway Capital Fund, Grant Special Revenue Fund and the Police Capital Project Fund. Staff is recommending the following breakdown of the amendments:



## CITY OF GREENVILLE BUDGET ORDINANCE AMENDMENT #2

Description	Funds Impacted	Amount
- To recognize additional revenue received to cover additional expenses incurred by the Inspections Division for Emergency Demolition/Clean up of Church on Hudson Street.	General Fund	\$ 2,060
- To re-appropriate funds for the construction of an outdoor chessboard at Sheppard Memorial Library.	General Fund	\$ 10,000
- 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 Fund Grants Special Revenue Fund	\$ 2,500 \$ 297,500
- To move unspent funds within the CD Capital Projects fund to the Recreation & Parks Capital Projects fund for costs associated with Town Common development.	CD Capital Projects Fund Rec & Parks Capital Project Fund	\$ (57,965) \$ 57,965
- To reclassify funding to the Police Capital Projects fund to cover costs associated with various pedestrian safety upgrades.	General Fund Greenway Capital Project Fund PD Capital Projects Fund	\$ - \$ 75,000 \$ 75,000
- To re-appropriate funds unspent from 2017-18 for City Parking lot paving and transfer to the Public Works Capital Project Fund.	General Fund PW Capital Projects Fund	\$ 81,903 \$ 81,903

Director Hayes explained that as a result of these amendments, the operating fund ordinance increased to \$133, 849, 505 and the capital fund ordinance increased to \$149,102, 206. Staff recommends the City Council to approve Budget Ordinance Amendment #2 of the Fiscal Year 2019 City of Greenville Operating Budget, Capital Projects Fund, and Grant Special Revenue Fund.

Council Member Smith asked if there is a concern about transportation such as bus shelters and things of that nature and additional funds would be needed, would the funds come out of the Public Works Capital Project Fund.

Public Works Director Kevin Mulligan responded that bus shelters are funded with FTA as well as the City's matching funds. Some shelters are ready to go. If additional funding is needed for additional shelters to be placed, staff would work with the Director Hayes to get the City's matching funds to address that.

Council Member Smith requested that an email be sent to the City Council regarding where those additional shelters would be placed.

Motion was made by Council Member Meyerhoeffer and seconded by Council Member Litchfield to approve the ordinance. Motion carried unanimously.



## FUEL CONTRACT FOR THE OPERATION OF THE CITY'S FUEL STATION

Public Works Director Kevin Mulligan explained that this agenda item is for the approval of a contract between the City of Greenville and Petroleum Traders Corporation to supply the City with fuel. Originally, this item was scheduled for October or November, but with the hurricane activity in the North Atlantic presently, it was felt prudent to bring this contract forward for this evening.

Director Mulligan explained that all vehicles are fueled from the City's fueling station at the Public Works Department. All fire, police, transit, and solid waste vehicles are fueled by this fueling station. On a bi-weekly basis, staff put out an informal bid for fuel. Recently, nine vendors responded, and the quotes were received. The City has tanks for the capacity of 20,000 gallons for unleaded and 20,000 gallons for diesel, which is used within two weeks. Typically when the fuel is halfway, the City refills again.

Director Mulligan explained that in the last two years due to the Coastal Pipeline failure as well as Hurricanes Harvey and Matthew, the City had significant stress with getting and maintaining its fuel capacity or fueling arrivals. These three events greatly stressed the City's deliveries and challenged the City to receive fuel. So, staff worked with the Purchasing Division and the City Manager and City Attorney Offices to put this bid out to guarantee deliveries whereby the City becomes a priority/preferred client.

Director Mulligan explained that the City's departments use about 650,000 gallons of fuel per year, equating to about \$1.2 million. Petroleum Traders Corporation is the lowest responsive bidder. They are a large fuel delivery company, delivering over a billion gallons of fuel and are the 200<sup>th</sup> largest private company with annual revenues of \$2.2 billion. This would be a two-year contract. Being that the City uses \$1.2 million per year and based on current fuel prices, this equates to about \$2.4 million.

Director Mulligan explained that with this contract the City would be a preferred customer, receiving fuel ahead of all private entities and locking the City into a fixed price on the markup. The City presently purchases fuel from the Selma fueling station in Selma, North Carolina. Depending upon what the price of fuel is that day for Selma, there would be a markup on top of that and then the City receives that delivery. By buying in bulk, the City pays probably 40 or 60 cents less per gallon than if the City would buy as a car owner.

Director Mulligan explained that if Petroleum Traders Corporation failed to deliver fuel to the City, then any additional cost incurred from the City using an alternate delivery vendor would be passed on to Petroleum Traders Corporation. When staff put this service out to bid, the summer price was \$1.8225 for unleaded gas and the bid from Petroleum Traders Corporation was less. So, Petroleum Traders Corporation is giving the City a savings (\$1.82 per gallon) on top of the Selma fueling station price. This contract has a potential savings of about \$25,000 per year.



Director Mulligan stated that today, staff put out a bid to those nine vendors to get fuel delivery for Wednesday because the City's fuel is at 60% capacity, and no responses were received from them. Regardless of whether the contract is approved this evening, Petroleum Traders Corporation has guaranteed to deliver fuel to the City's fuel station on Wednesday.

Council Member Smiley stated that the City would not be pre-purchasing any fuel or buying options to buy any fuel. This is on an as needed basis at the market price adjusted.

Council Member Litchfield asked whether the City' current capacity for gas and diesel is sufficient for a city the size of Greenville.

Director Mulligan responded that it is sufficient especially with a contract like this one it gets the City on average a two-week capacity.

Council Member Litchfield stated that Petroleum Traders Corporation is out of Fort Wayne, Indiana. Council Member Litchfield asked about whether Petroleum Traders Corporation's closest distribution facility is in Selma.

Director Mulligan responded that the City's closest facility is in Selma. As part of the contract, the City would not lock Petroleum Traders Corporation into using the Selma fuel terminal, but would ask them to use the closest facility.

Council Member Litchfield asked whether Selma's distribution center is owned by Petroleum Traders Corporation.

Director Mulligan responded no. Selma's facility is a fuel terminal, which supplies millions of gallons of fuel to all of North Carolina. Many fuel delivery companies access the Selma facility.

Council Member Litchfield asked if Selma was unable to deliver right through Petroleum Traders Corporation, would Petroleum Traders Corporation absorb any additional cost incurred by the City.

Director Mulligan responded that Petroleum Traders Corporation would not be just locked into using the Selma facility and would look to find an alternative fueling location to bring the fuel to Greenville. But, Petroleum Traders Corporation's fuel markup is locked in for the next two years.

Council Member Meyerhoeffer asked in terms of the fuel delivery, is there a set date such as the 15<sup>th</sup> of every month.

Director Mulligan responded staff could request that fuel be delivered when needed and there would be periods of time when the City departments are using the fuel faster than other periods. The needed refills are not just on the 1<sup>st</sup> and 15<sup>th</sup> of every month.



Council Member Meyerhoeffer asked if the City could deal directly with Petroleum Traders Corporation rather than with the middleman (such as the Selma facility).

Director Mulligan responded that the City would be dealing directly with Petroleum Traders Corporation and paying them. Typically, they would be getting the fuel from the Selma facility.

Director Mulligan stated the contract also provides that should something happen to the Public Works Department's fuel station such as flooding, Petroleum Traders Corporation would provide emergency tanks and capacity to the City. Should the Tar River split the City in two, Petroleum Traders Corporation would deliver fuel to the north and south sides of Greenville and that is something new as well.

Mayor Connelly suggested that in the future, staff should start exploring this process sooner and before the hurricane season.

Director Mulligan stated that staff started exploring this process at the beginning of the year and put out an original bid and disliked the prices the City received. The second pricing came in July and staff liked the prices much better.

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

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**ADDED AGENDA ITEM FOR SEPTEMBER 24, 2019 CITY COUNCIL MEETING**

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Council Member Smiley stated it is his understanding that the City Council needs a Closed Session for personnel purposes on September 24, 2019.

Motion was made by Council Member Smiley and seconded by Council Member Bell to add a Closed Session as an item on the September 24, 2019 meeting agenda. Motion carried unanimously.

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**SPECIAL RECOGNITION**

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Council Member Smiley announced that Seth Gulledge, a reporter for The Daily Reflector, received a promotion and a new job offer working for a newspaper in Raleigh. Council Member Smiley thanked Mr. Gulledge for his professionalism in reporting the City's news.



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## CITY MANAGER'S REPORT

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City Manager Wall highlighted the work that the City staff is undertaking presently as they prepare for Hurricane Florence. She can assure the community as well as the City Council that all of the City's employees are working hard to make sure that they are preparing this City to deal with what will be a difficult 24 hours of wind and rain coming through the community.

City Manager Wall reported that the Police and Fire Departments have both met with their staffs and are preparing to be able to respond and adjust shifts so that they have adequate personnel to respond to all situations that arise. The Emergency Operations Center is set up and ready to go and will be opened up as a level one operation early tomorrow morning.

City Manager Wall reported that the Community Development staff is working hard and all the City's inspectors are visiting construction sites making sure they are cleaned up from debris and loose materials. The City is planning to do damage assessments that arise.

City Manager Wall reported that the City's internal departments, including Financial Services, Information Technology, as well as Human Resources are making sure that staff has all the resources needed to be able to respond. The City's Public Works Department crews are madly working to clean stormwater ditches and culverts. The City has six crews and all are expecting to clean out ditches and catch basins. Last week, the City completed the cleanup of the Green Mills Run area. All of the street sweepers are in operation to continue to keep the City's streets cleaned and the culverts open.

City Manager Wall reported that there are over 10,000 catch basins in the City. When the catch basins are clogged with leaves and pine straw, rainwater is blocked causing potential flooding. Almost 60 employees will be working over the next couple of days to make sure that all catch basins are clear. She asked everyone in the community to remove any debris covering the catch basins as well.

After the showing of a video, City Manager Wall stated that as a community all have to work together to be able to prepare and respond to this hurricane. She urged all citizens to prepare hurricane kits, to understand what their needs are, and to look after their neighbors.

City Manager Wall stated that there is a lot of information at the City's website. If there are any issues, citizens can report and respond to those issues through the City COMPASS app and/or call (252) 329-4164.

City Manager Wall announced that Interim Economic Development and Revitalization Manager Christian Lockamy has accepted a job with Elizabeth City as the Economic



Development Director. The City is really thrilled that he has this opportunity and he will truly be missed.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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The Mayor and City Council made comments about past and future events. Also, the Mayor and City Council urged the citizens to be safe during the presence of the wind and rain expected from Hurricane Florence.

Council Member Smith announced that at the October 11, 2018 City Council meeting, she would be recommending the appointment of Kelly Darden to the Greenville Utilities Commission.

Mayor Pro-Tem Glover reported that the citizens of the Hillsdale Subdivision are concerned about tree limbs hanging over the utility lines. She asked staff to check to see if those lines are maintained by the Greenville Utilities Commission (GUC) or cable companies. With the prediction of the storm causing wind and rain that neighborhood is going to be devastated.

Public Works Director Mulligan stated that those lines are maintained by the GUC or cable companies. Last week, staff looked at some of the trees in that area, met with one of the residents and removed some of the limbs in the right-of-way. Some of the trees on private properties were assessed by staff and that could be done again. Perhaps, a contractor would be needed in the area.

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**CLOSED SESSION**

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Council Member Bell moved to enter closed session in accordance with G.S. §143-318.11 (a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, 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 and G.S. §143-318.11(a)(6) to consider qualifications, competence, performance, and conditions of appointment of a public officer or employee. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in Closed Session at 7:46 p.m. and called a brief recess to allow Council Members to relocate to Conference Room 337.

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



approved unanimously, and Mayor Connelly returned the City Council to open session at 9:58 p.m.

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**ADJOURNMENT**

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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 9:59 p.m.

Respectfully Submitted

Polly Jones  
Deputy City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, OCTOBER 8, 2018



A regular meeting of the Greenville City Council was held at 6:00 pm, on Monday, October 8, 2018 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. The meeting was called to order, followed by the invocation and the Pledge of Allegiance by Mayor Pro-Tem Rose H. Glover.

Those Present:

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

Those Absent:

Council Member Will Bell

Also Present:

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

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**APPROVAL OF THE AGENDA**

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

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**PUBLIC COMMENT PERIOD**

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Dave Barham – No Address Given

Mr. Barham made comments about Greenville's curfew hours during Hurricane Florence. In his opinion, curfews are designed to control people and take away their freedom of mobility and business operation and their ability to earn wages. It is like handcuffing the entire City.

Mr. Barham stated that on Thursday, September 13 at 7:30 p.m., 30-40 people were at Sheetz located on County Home and Firetower Roads. Those people only had 30 minutes to get home not because of the weather, but because of the 8:00 p.m. curfew. Mr. Barham asked that the hours for having a curfew in Greenville be reconsidered by the Mayor in the future.



John Joseph Laffiteau – University Inn and Suites, 301 Greenville Boulevard, SE

Mr. Laffiteau made comments about an incident that he was involved in with the Library staff during 2014, stating that it was a misinterpretation of his conduct by the Library staff. Given that division of interpretation between the staff and him, one method for solving the discrepancy would be to have both him and members of the Library staff to take lie detector tests. Given the current state of lie detectors evidence, if all of the sources of evidence are prioritized that is allowed in a court room or into legal proceedings, he does not think that a lie detector test would not be near the bottom regarding error rates for the evidence.

Dijong Sharpe – No Address Given

Mr. Sharpe read a narrative and made comments about police brutality. On November 29, 2017, he was beaten, tased, and wrongfully charged by Greenville Police Department officers. The charges against him were dismissed, but he is still unemployed. Also, no progress is being made about the community’s request for a civilian police review board.

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**SPECIAL RECOGNITIONS**  
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Greenville Babe Ruth 13-U Baseball All-Star Team

Mayor Connelly recognized the Greenville Babe Ruth Baseball All-Star 13-year old team members as well as the coaches, stating that this team finished third in the nation during its round through the Babe Ruth World Series in Mountain Home, Arkansas. The team dominated its competition on its way to North Carolina’s State Championship before continuing its stellar play to capture the Southeast Regional Championship in Hendersonville, Tennessee. While they fell just short of the World Series title, they certainly represented Greenville well and continued the City’s proud tradition of a baseball powerhouse.

Mayor Connelly and Council Member Litchfield presented certificates to the team members and coaches, who were present at the meeting.

- Team Members*
- Chase Anderson
- Tyler Bonds
- Elijah Bonner
- Owen Boyd
- Joe Joe Byrne
- Colby Case
- Cash Daniels-Moye
- Connor Edwards
- Perry Eveleth
- Cameron Greenway



Jayden Grimes  
Ives Howard  
Mitch Jones  
Campbell Seymour  
Josh Weidner

*Coaches*  
Mo Blackwell  
Hunter Cannon  
Lanier Eveleth  
Aaron Clark

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**CONSENT AGENDA**

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

- Minutes from the September 24, 2018 City Council meeting
- Resolution Accepting Dedication of Rights-of-Way and Easements for Brook Hollow, Section Four Phase 3 – (Resolution No. 033-18)
- Conveyance of easements located on Greenville Utilities Commission’s Wastewater Treatment Plant Property to Piedmont Natural Gas Company
- Various tax refunds greater than \$100

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

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**NEW BUSINESS**

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**PRESENTATIONS BY BOARDS AND COMMISSIONS**

**Public Transportation and Parking Commission**

Chairperson Charles Moore reported that the purpose of the Public Transportation and Parking Commission is to investigate, review, and study both public transit and public parking needs throughout the City. The Greenville Area Transit (GREAT) operates 13 fixed buses for six routes through the City. Two of those buses are hybrids equipped with voice enunciation, video surveillance, and auto announcement systems as well as a kneeling feature, accessible ramps and wheelchair reserved seating. Information regarding the six



routes can be seen on the CityCOMPASS or NextBus apps. Nationwide, there is a 3% decline in public transit use but the GREAT has seen a 3% increase in public transportation use in Greenville.

Chairperson Moore reported that the other half of the public transit system is the Pitt Area Transit System (PATS), which is an on demand system taking people from where they happen to be to where they need to go instead of having fixed routes. There are 20 PATS vehicles doing about 114,564 miles of service with 11,536 trips annually.

Chairperson Moore reported that the City continues their partnerships with two other components of transit, AMTRAK and Greyhound. Both are now running thruway service through the G. K. Butterfield Transportation Center, which opened August 8, 2018. This center was one of the major aspects of the Commission's work over the past three years.

Chairperson Moore reported that during December 2017, the Commission held a special meeting to review the parking study results and passed on its recommendations to the City Council. The Commission continues to monitor uptown parking and parking in the remainder of the City, and the Dickinson Avenue Corridor has been a particular concern to some of the members of the Commission.

#### Housing Authority

Chairperson Reginald Watson reported that the Housing Authority of the City of Greenville (HACG) is the most experienced and most active affordable housing development organization in the City of Greenville. As such, the Housing Authority's mission is to:

- Strengthen neighborhoods and families by offering expanded housing opportunities.
- Provide quality, affordable rental housing for families, seniors and other individuals with limited incomes.
- Enhance the economic well-being of residents of the HACG's communities and the participants in its tenant-based programs.

Chairperson Watson reported that since 1961, the HACG has built or renovated more than 900 affordable rental apartment homes, while providing thousands of individuals and families with housing rental subsidies.

Chairperson Watson reported that the Greenville Housing Development Corporation (GHDC) was established to empower and inspire Greenville's residents to achieve and maintain the American dream of homeownership by providing counseling, education, tools, and resources. The GHDC is a HUD-Approved Housing Counseling Agency and has successfully complied with the statutory requirement of CFR § 5.111 (b) HUD Housing Counseling Certification Final Rule. The Final Rule requires all HUD approved Housing Counseling Agencies providing housing counseling to be nationally certified by HUD as competent to provide such services. The GHDC is nationally certified and has two HUD Certified Housing Counselors on staff.



Chairperson Watson reported that the HACG makes it a priority to care for its veteran population. An example is the “Honor Ridge”, a permanent supportive housing community exclusively for homeless veterans and North Carolina’s first Veterans Centered Community. The Housing Authority partnered with the Groundbreaking Developers, LLC on this initiative to create new affordable housing and to provide rental assistance for homeless veterans. Other partners in this initiative include the Department of Veterans Affairs, volunteer support from the Vidant Health community, social service agencies, and several local businesses.

Chairperson Watson reported that the HUD-Veterans Affairs Supportive Housing program combines rental assistance from HUD with case management and clinical services provided by the local Veteran Affairs office. As a continued effort to end veteran homelessness, the HACG applied for and was awarded 18 additional vouchers to provide permanent homes to veterans experiencing homelessness.

Chairperson Watson reported that some of the Housing Authority’s other accomplishments includes the following:

- Awarded Volunteer Income Tax (VITA) Grant from the VITA Coalition of the Carolinas
- Expanded the number of Family Self-Sufficiency (FSAS) Program participants
- Implemented public housing security improvements through camera surveillance, lease enforcement, and close cooperation with the Greenville Police Department
- Family Self-Sufficiency (FSS) Program Awarded a 170,000 grant

Chairperson Watson reported that in addition to the education and counseling services of its non-profit, the GHDC’s mission is to develop single-family homes for sale to first-time and modest-income homebuyers in the Lincoln Park Community.

Chairperson Watson’s stated that the HACG is looking ahead to

- Ensure high quality services by maintaining “High Performer” designation for the Housing Choice Voucher Program
- Continue with our investment in the Lincoln Park neighborhood and development on infill lots in the West Greenville Revitalization area
- Look for additional opportunities to develop mixed-income housing
- Increase partnerships with community organizations and area ministries that offer quality of life enhance services to families
- Collaborate with the City of Greenville to provide assistance to families seeking to become first-time homebuyers
- Undertake capital improvements in each community to address immediate and long-term physical needs
- Complete a security initiative involving the installation of security cameras throughout the Housing Authority’s properties



- HACG has forged a strong relationship with the Greenville Police Department to continue tackling crime in the Housing Authority's communities
- Apply for new VASH, Family Unification Program and Housing Choice Vouchers
- End homelessness and substantially reduce the number of families and individuals with severe housing needs
- Protect and educate consumers when they buy, refinance, or rent a home
- Promote energy-efficient buildings and location-efficient communities that are healthy, affordable, and diverse.

Chairperson Watson stated that many housing authorities were severely affected by Hurricane Florence, particularly New Bern. Thanks to its leadership, the Greenville Housing Authority has provided assistance to at least two families who were displaced and is in the process of providing housing for two more families. Also, the Greenville Housing Authority is reaching out to other housing authorities to accommodate another family's needs.

BUDGET ORDINANCE AMENDMENT #3 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) - (Ordinance No. 050)

Assistant City Manager Michael Cowin explained that Budget Ordinance Amendment #3 includes an adjustment to the General Fund, Community Development Capital Project Fund, and Special Revenue Fund. Assistant City Manager Cowin highlighted the adjustments within this budget amendment, stating that there is a \$24,830 increase in revenue to recognize the carryover from the prior year for the Façade Improvement Grant. There is \$150,000 recognized within the Community Development Capital Project Fund for the Energy Efficiency Program, and these dollars are received annually from the Greenville Utilities Commission. \$250,000 is recognized as revenues from the Vidant Foundation, Greenville Housing Authority, and the Justice Assistance Grant to fund the Shot Spotter Initiative. As of Budget Ordinance Amendment #3, the General Fund stands at approximately \$85.1 million.

Motion was made Council Member Smiley and seconded by Council Member Meyerhoeffer to adopt the ordinance.

Council Member Smith asked about the \$24,830 from the Façade Improvement Grant going back to the fund.

Assistant City Manager Cowin responded that these are dollars that were not expended at the end of the prior fiscal year that would be carried over to fulfill the program.

Council Member Smith asked whether the reason for the unexpended dollars is because people are not typically applying for the grant.



Assistant City Manager stated it was not necessarily that people were not applying for the grant, but instead maybe those dollars had not been encumbered by the end of the fiscal year. That does not impact the current fiscal year allocations.

There being no further discussion, the motion passed unanimously.

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**REVIEW OF OCTOBER 11, 2018 CITY COUNCIL MEETING**  
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The Mayor and City Council reviewed the agenda for the October 11, 2018 City Council meeting.

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**CITY MANAGER'S REPORT**  
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No comments were made by City Manager Wall.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**  
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The Mayor and City Council made comments about past and future events.

Mayor Pro-Tem Glover reported that a public nuisance sign was erected on city-owned property located at the corner of Fleming Street and Bancroft Avenue. The grass needs to be cut and the property needs to be maintained regularly thereafter.

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**ADJOURNMENT**  
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There being no further business before the City Council, motion was made by Mayor Pro-Tem Glover and seconded by Council Member Smith to adjourn the meeting. Motion carried unanimously, and Mayor Connelly declared the meeting adjourned at 7:05 p.m.

Respectfully Submitted

Polly Jones  
Deputy City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, OCTOBER 11, 2018



A regular meeting of the Greenville City Council was held on Thursday, October 11, 2018 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 pm. Council Member Smiley 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 Kandie D. Smith, Rick Smiley, William F. Litchfield, Jr. and Brian V. Meyerhoeffer, Jr.

Those Absent:

Council Member Will Bell

Also Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Ann Wall noted a request on behalf of the owners to postpone the rezoning of 1.2870 acres located along the Eastern right-of-way of Watauga Avenue and 130+/- feet South of Farmville Boulevard to the Council's December 13, 2018 meeting.

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

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**PUBLIC COMMENT PERIOD**

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

Council Member Smith made a motion to allow anyone who came to speak during the public hearing for the Watauga Avenue/Farmville Boulevard item to speak under Public Comment since that item was continued to December 13<sup>th</sup>. Council Member Smiley seconded the motion, which passed by unanimous vote.





They are also referred to as North Carolina Task Force 10. He commended the following team members for their recent efforts related to Hurricane Florence: Mervin Taylor, Brad Johnston, Chris May, Tanner Tharrington, Jacob Valevich, Mark Glass, Carson Brown, Ryan Rasberry, Matt Patty, Chris Capizzi, Phillip Carraway, Bryan Gurkin, Don Gurkin, Richard Sweitz, Stephen Williams and Jim Lewis.

Mayor Connelly stated that, in the early morning hours of September 14<sup>th</sup>, after ensuring that the citizens of Greenville were spared from the flooding and destruction of Hurricane Florence, the Swift Water Rescue Team navigated through minor flooding and debris covered roads to assist the City of New Bern in coordinating rescues and evacuations throughout the area. They worked long hours with limited resources in torrential rain and gusting winds, all while being constantly vigilant of the dangers they faced. After working two days in New Bern, the team was dispatched to the Town of Trenton in Jones County, encountering a much grimmer task that they faced while in New Bern. The Trent River in that area had risen to historic levels, eventually cresting slightly above 29 feet. Throughout the entire deployment, the team worked tirelessly day and night, often with zero visibility and relying on the use of night vision goggles to navigate their way. In total, the team performed 170 evacuations and rescues, including some which were inaccessible by boat, forcing expert swimmers into the water. The City is fortunate to have a group of such well-trained individuals standing ready as a team to provide an exceptional level of service, both here in our City and throughout the State, whenever the need may arise.

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**APPOINTMENTS**

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**APPOINTMENTS TO BOARDS AND COMMISSIONS**

Community Appearance Commission

Council Member Smiley made a motion to appoint Diane Kulik to fill an unexpired term that will expire April 2019 in replacement of Chris Mansfield, who had resigned. Council Member Smith seconded the motion, which carried unanimously.

Environmental Advisory Commission

Council Member Meyerhoeffer continued the appointment for Durk Tyson’s seat.

Greenville Utilities Commission

Council Member Smith made a motion to appoint Kelly Darden to fill an unexpired term that will expire June 30, 2020, in replacement of Toya Jacobs, who had resigned. Council Member Smiley seconded the motion, which carried unanimously.



### Historic Preservation Commission

Council Member Litchfield made a motion to appoint Israel Mueller to fill an unexpired term that will expire January 2020 in replacement of Mary Ellen Cole, who had resigned. The motion was seconded by Council Member Smith and carried unanimously.

Council Member Litchfield made a motion to appoint Troy Demers to fill an unexpired term that will expire January 2021 in replacement of Jordan Koonts, who had resigned. The motion was seconded by Council Member Meyerhoeffer and carried unanimously.

### Housing Authority

Council Member Smith made a motion to appoint Luke Stavish to a first five-year term that will expire May 2023 in replacement of Ann Huggins, who was no longer eligible to serve. The motion was seconded by Council Member Smiley and carried unanimously.

### Human Relations Council

Mayor Pro-Tem Glover made a motion to reappoint James Cox, Antonio Milton and Joyce Mitchel to first three-year terms that will expire September 2021, reappoint La'Quon Rogers to a second one-year term that will expire October 2019 and to appoint Olive Barrett to a first one-year term that will expire October 2019. The motion was seconded by Council Member Meyerhoeffer and carried unanimously.

### Investment Advisory Committee

Council Member Litchfield continued the appointment for Scott Below's seat.

### Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer made a motion to recommend to the Pitt County Board of Commissioners that Kenneth Ross be reappointed to a second three-year term that will expire July 2021 and that Jenna Albritton be appointed to fill an unexpired term that will expire July 2019. Council Member Litchfield seconded the motion, which carried unanimously.

### Police Community Relations Committee

- Council Member Kandie Smith appointed Gregory Barrett to a second two-year term that will expire October 2020.
- Council Member Meyerhoeffer appointed Louis Warren to a first two-year term that will expire October 2020.
- All remaining seats were continued to the next meeting.

### Recreation & Parks Commission

Council Member Litchfield made a motion to appoint Byron Aynes to fill an unexpired term that will expire May 31, 2019, in replacement of Elizabeth Seda, who had resigned. Council Member Meyerhoeffer seconded the motion, which carried unanimously.



Youth Council

Mayor Pro-Tem Glover made a motion to appoint Olivia Chiancone, Trinity Dupree, Cassidy Green, Landen House, Aniyah Lane, Jenna Lee, Joshua McCarter, Matthew McCauley, Jantral McNair, Kunj Patel, Ekta Shah, Ashiya Williams, Kendra House, Heather Lee and Abigail Yoon to one-year terms that will expire September 2019. Council Member Smith seconded the motion, which carried unanimously. Mayor Pro-Tem Glover continued all remaining appointments.

**APPOINTMENTS TO THE MID-EAST COMMISSION**

Mayor Pro-Tem Glover made a motion to appoint Thomas Barnett as the regular member and Chantae Gooby as the alternate member to the Mid-East Commission for a term that would commence immediately and expire December 31, 2019. Council Member Smith seconded the motion, which carried unanimously.

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**CONSENT AGENDA**  
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City Manager Wall introduced the following item on the Consent Agenda:

**AUTHORIZATION TO SUBMIT GRANT APPLICATIONS TO THE JAMES J. AND MAMIE RICHARDSON PERKINS TRUST FUND, THE MILDRED SHEFFIELD WELLS CHARITABLE TRUST, AND THE WEST MEMORIAL FUND FOR DEVELOPMENT OF A BEACH VOLLEYBALL FACILITY**

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

•-----•  
**NEW BUSINESS**  
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**PUBLIC HEARINGS**

**ORDINANCE TO ANNEX CHARLESTON VILLAGE, SECTION 7, INVOLVING 13.6482 ACRES LOCATED NEAR THE CURRENT TERMINUS OF CHARITY LANE** – (Ordinance No. 18-051)

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #2. The property is currently vacant with no population, with an estimated population of 87 expected at full development. Current zoning is R6S (Residential-Single-Family), with the proposed use being 40 single-



family lots. Present tax value is \$177,427, with tax value at full development estimated at \$7,825,427.

Mayor Connelly declared the public hearing for the proposed annexation open at 6:34 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 6:35 pm.

Council Member Litchfield moved to adopt the ordinance to annex Charleston Village, Section 7, involving 13.6482 acres located near the current terminus of Charity Lane. Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY MCKESSON PROPERTIES, LLC TO REZONE 9,670.5 SQUARE FEET LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF MCKINLEY AVENUE AND 65+/- FEET SOUTH OF WEST 5TH STREET FROM R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CDF (DOWNTOWN COMMERCIAL FRINGE) – (Ordinance No. 18-052)**

Planner Chantae Gooby stated McKesson Properties, LLC has requested to rezone 9,670.5 square feet located along the eastern right-of-way of McKinley Avenue and 65+/- feet south of West 5th Street from R6 (Residential [High Density Multi-family]) to CDF (Downtown Commercial Fringe).

The property is currently vacant. Due to the small size of the tract, an increase in density is not anticipated, therefore, a traffic volume report was not generated.

In 1969, the property was zoned to its current zoning. Water and Sanitary Sewer are available. There are no known effects on historic sites. 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. Since it is located in the West Greenville Revitalization Area, it is exempt from water quality requirements.

Surrounding land uses and zoning are as follows:

- North: CDF - One (1) single-family residence  
(under common ownership of the applicant)
- South: R6 - One (1) single-family residence
- East: R6 - One (1) duplex residence
- 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 August 21, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 6:38 pm and invited anyone wishing to speak in favor to come forward.

Steve Spruill – No Address Given

Mr. Baldwin, representing the applicant, made comments in support of the proposed rezoning and stated he is available to answer any questions the Council may have.

Hunt McKinnon – No Address Given

Mr. McKinnon stated he is the architect for this project. He made comments in support of the proposed rezoning and stated he is available to answer any questions the Council may have.

Hearing no one else wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 6:39 pm.

Mayor Pro-Tem Glover moved to adopt the ordinance to rezone 9,670.5 square feet located along the eastern right-of-way of McKinley Avenue and 65+/- feet south of West 5th Street from R6 (Residential [High Density Multi-family]) to CDF (Downtown Commercial Fringe). Council Member Smith seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY SYNERGY PROPERTIES, LLC TO REZONE A TOTAL OF 2.032 ACRES (0.341 ACRES OF RIGHT-OF-WAY) LOCATED ALONG ELLSWORTH DRIVE AND 350+/- FEET NORTH OF BRIARCLIFF DRIVE FROM R6S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY]) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])**  
– (Ordinance No. 18-053)

Planner Chantae Gooby stated Synergy Properties, LLC has requested to rezone a total of 2.032 acres (0.341 acres of right-of-way) located along Ellsworth Drive and 350+/- feet north of Briarcliff Drive from R6S (Residential-Single-family [Medium Density]) to R6 (Residential [High Density Multi-family]).

Based on the analysis comparing the existing zoning (57 trips) and requested rezoning, the proposed rezoning classification could generate approximately 70 trips to and from the site on Ellsworth Drive, which is a net increase of 13 trips per day. Since the traffic analysis for



the requested rezoning indicates such a small increase that will be distributed to several thoroughfares that serve this neighborhood, a traffic volume report was not generated.

In 1972 the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20. By 1981, it was rezoned to its current zoning. There are no known effects on historic sites. The property is located in the Green Mill Run Watershed. Stormwater rules require 25-year detention and nitrogen and phosphorous reduction. It is not located in the Special Flood Hazards Area, therefore, development is not subject to the Flood Damage Prevention Ordinance.

Surrounding land uses and zoning are as follows:

North: R6 - Bent Creek Subdivision (duplex)

South: R6S - Lake Ellsworth Subdivision (single-family)

East: R6S - Lake Ellsworth Subdivision (single-family)

West: R6S - Lakeforest Elementary School

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 6 to 1 to recommend approval of the request at its August 21, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 6:43 pm and invited anyone wishing to speak in favor to come forward.

#### Bryan Fagundus – No Address Given

Mr. Fagundus, representing the applicant, made comments in support of the proposed rezoning and 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.

#### Ervin Mills – No Address Given

Mr. Mills expressed concern about plans for a buffer between existing property and new development, noting that residents don't object to growth, but they do object to being asked to supply the trees for a buffer at their expense.



Hearing no one else wishing to speak in opposition, Mayor Connelly closed the public hearing at 6:54 pm.

During discussion between the City Council and Ms. Gooby regarding buffer requirements, Mr. Fagundus and Mr. Mills spoke privately, then reported to Council that they reached an agreement that Mr. Fagundus would purchase and plant the trees and Mr. Mills would no longer oppose the request.

Council Member Smith moved to adopt the ordinance to rezone a total of 2.032 acres (0.341 acres of right-of-way) located along Ellsworth Drive and 350+/- feet north of Briarcliff Drive from R6S (Residential-Single-family [Medium Density]) to R6 (Residential [High Density Multi-family]). Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY JACK SOMERS TO REZONE 1.66 ACRES LOCATED AT THE SOUTHEASTERN CORNER OF THE INTERSECTION OF SOUTH MEMORIAL DRIVE AND WHITLEY DRIVE FROM CG (GENERAL COMMERCIAL) TO CH (HEAVY COMMERCIAL) – (Ordinance No. 18-054)**

Planner Chantae Gooby stated Jack Somers has requested to rezone 1.66 acres located at the southeastern corner of the intersection of South Memorial Drive and Whitley Drive from CG (General Commercial) to CH (Heavy Commercial).

Since the property is already developed, staff does not anticipate a change in intensity. Therefore, a traffic volume report was not generated.

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20. By 1989, it was zoned CH (Heavy Commercial) and was later rezoned to its current zoning (CG). There are no known effects on historic sites. The property is located in the Fork Swamp Watershed. Current development meets stormwater rule requirements.

Under the current zoning, Ms. Gooby stated the property houses The Shoppes on Memorial Commercial Center.

Surrounding land uses and zoning are as follows:

North: CH and CG - Sheetz Convenience Store

South: CG - McDonald's

East: CG - CarMax Auto Sales

West: O&I - Pitt Community College

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 August 21, 2018 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 7:03 pm and invited anyone wishing to speak in favor to come forward.

Jack Somers – No Address Given

Mr. Sommer, property owner and applicant, stated this rezoning will give them more flexibility with the property. He said he is available to answer any questions the Council may have.

Hearing no one else wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:05 pm.

Council Member Smith moved to adopt the ordinance to rezone 1.66 acres located at the southeastern corner of the intersection of South Memorial Drive and Whitley Drive from CG (General Commercial) to CH (Heavy Commercial). Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY KENNETH AND CHRISTINE LLOYD, SR. TO REZONE 1.2870 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF WATAUGA AVENUE AND 130+/- FEET SOUTH OF FARMVILLE BOULEVARD FROM R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CH (HEAVY COMMERCIAL)**

This item was continued to December 13, 2018.

**ORDINANCE REQUESTED BY MR. STEVE JANOWSKI, P.E., OF RIVERS AND ASSOCIATES, INC. TO AMEND THE WATER SUPPLY WATERSHED (WS) OVERLAY DISTRICT STANDARDS IN SEC. 9-4-197 OF THE ZONING ORDINANCE – (Ordinance No. 18-055)**

Planner Mike Dail stated City received a text amendment application from Steve Janowski, P.E., of Rivers and Associates, Inc. that proposes amendments to the zoning ordinance's Water Supply Watershed (WS) Overlay District Standards in Sec. 9-4-197.



Engineers from the City's Public Works Department, Engineering Division met with the applicant, conferred with the State of North Carolina and drafted revised regulations in response to Mr. Janowski's original application. Mr. Janowski accepted the revisions to his original proposal with the Engineering Division's recommended changes.

The proposed amendment changes will:

- Adds a high density development option with stormwater control measures to treat stormwater before it enters the watershed
- Establishes a vegetative buffer width requirement of 100 feet along streams for high density development
- Increases the vegetative buffer width requirement from 30 to 35 feet along streams for low density development
- Assigns Public Works as administrators of the ordinance

The proposed text amendment is in compliance with Horizons 2026: Greenville's Community Plan.

Mr. Dail stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its August 21, 2018 meeting.

Civil Engineer Daryl Norris, of the Public Works Department, added that the proposed amendment will make the City's watershed ordinance consistent with State Watershed Rules and the Pitt County Watershed Ordinance.

Council Member Smiley asked if the proposed amendment will enhance protection of the watershed.

Mr. Norris said, in his opinion, it is neutral.

Mayor Connelly declared the public hearing for the proposed text amendment open at 7:10 pm and invited anyone wishing to speak in favor to come forward.

#### Steve Janowski – No Address Given

Mr. Janowski said he concurs with staff on their presentation on the proposed amendment and he feels it will have either a neutral or somewhat enhanced impact on watershed protection.

Hearing no one else wishing to speak in favor of the proposed text amendment, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:13 pm.

Council Member Smiley moved to adopt the ordinance to amend the Water Supply Watershed (WS) Overlay District Standards in Sec. 9-4-197 of the Zoning Ordinance. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.



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

Chief of Police Mark Holtzman stated the the Bureau of Justice Assistance (BJA) annually awards agencies grant money for various needs. The BJA designates grants based on the size of a jurisdiction and crime rate. GPD has received information that it is eligible to receive funds from the Edward Byrne Memorial Justice Assistance Grant program in the amount of \$30,338.50. GPD intends to utilize the funds as the City's portion of funding for the Shot Spotter program, as presented to City Council at the March 8, 2018, City Council meeting.

The grant requires a public hearing be held before the final application can be approved and funds distributed. It should be noted that this grant is being jointly awarded to the Pitt County Sheriff's Office; they will also receive \$30,338.50, and an inter-local agreement has been prepared between the City and County for distribution of these funds.

Mayor Connelly declared the public hearing for the proposed grant program open at 7:17 pm and invited anyone wishing to speak in favor to come forward.

Hearing none, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:18 pm.

Council Member Meyerhoeffer moved to authorize GPD to complete the application process for the Edward Byrne Memorial Justice Assistance Grant. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

**RESOLUTION AUTHORIZING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR A SECTION 5307 GRANT FOR FEDERAL OPERATING AND CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT (GREAT) FOR FISCAL YEAR 2018-2019** – (Resolution No. 034-18)

Transit Manager Lamont Jackson stated the City relies upon annual FTA funding to help support the operating and capital needs of the Greenville Area Transit (GEAT) system. Obtaining this funding requires a public hearing and a resolution authorizing the grant request.

The grant funding supports transit systems that are open to the public in areas with populations between 50,000 and 200,000. The federal funds are available to reimburse the City for 50% of the operating deficit and 80% of the preventative maintenance, ADA, and capital expenditures.

Mr. Jackson stated the City Council has previously authorized the City Manager to file and execute all Section 5307 grant applications. Once the City Council adopts the required



resolution, the City Manager will file and execute the application. The total amount of the allocation is \$1,800,755. Maximum matching funds are estimated at \$804,125 and are already included in the fiscal year 2018-2019 budget.

Mayor Connelly declared the public hearing for the proposed grant program open at 7:20 pm and invited anyone wishing to speak in favor to come forward.

Hearing none, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 7:21 pm.

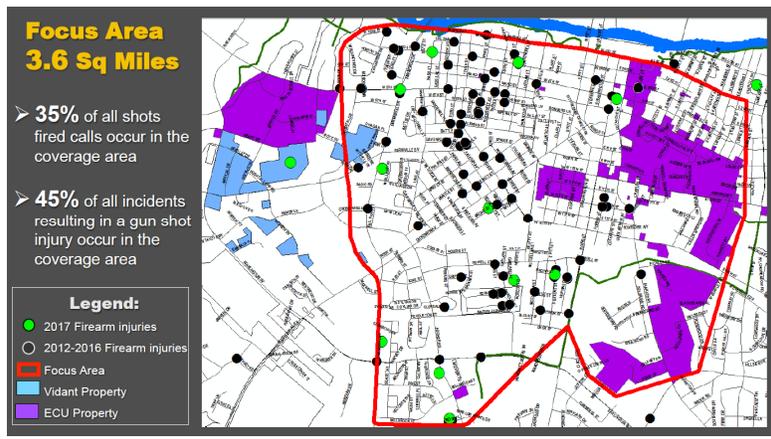
Mayor Pro-Tem Glover moved to adopt the resolution authorizing an application to the Federal Transit Administration (FTA) for a Section 5307 grant for federal operating and capital assistance for Greenville Area Transit (GREAT) for fiscal year 2018-2019. Council Member Litchfield seconded the motion, which passed by unanimous vote.

**OTHER ITEMS OF BUSINESS**

**APPROVAL OF FIRM FIXED PRICE PROPOSAL AND SERVICES AGREEMENT WITH SHOTSPOTTER**

Chief of Police Mark Holtzman stated this is a 3-year service project, which is an expensive project, but he is confident it will do a lot to enhance Greenville’s public safety. On average, Greenville experiences 544 calls annually for shots fired within the City. In 2017, there were 625 calls. The City has an average of 55 gunshot injuries per year, with a total of 330 from 2012 to 2017. He then displayed a map showing there were more than 3,200 shots fired within the City during that same period.

Chief Holtzman next discussed the focus area of the proposed program, as shown on the following map, noting many cities would not share that information, but he feels it is important to do so in order to be transparent.





Chief Holtzman stated the long-term goals of the program include:

- Causing an overall reduction in violent crime within the City
  - 30% decrease in shots fired calls for service
  - 30% decrease in injuries and death from gunshots
  - 30% decrease in gun-related crimes
- Building community trust and cooperation
- Improving accuracy in reporting

Chief Holtzman noted that, on average, ShotSpotter cities experience an average 35% decrease in gunfire incident volume in the first two years of use. In North Carolina, Wilmington, Rocky Mount and Goldsboro are current ShotSpotter cities.

Chief Holtzman discussed project funding, noting partnerships with East Carolina University, Vidant Medical Center, Pitt-Greenville Sheriff’s Office and the Greenville Housing Authority:

<b>Funding</b>				
	FY 2019	FY 2020	FY 2021	FY 2022
ShotSpotter Service	\$ (225,000)	\$ (195,000)	\$ (195,000)	\$ (195,000)
Vidant Medical Center	\$ 60,000	\$ 60,000	\$ 60,000	0
ECU	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000 *
GPD – BJAG (Grant)	\$ 31,893	\$ 30,338.50 **	\$ 30,000 **	\$ 30,000 **
PCSO – BJAG (Grant)	\$ 15,000	0 ***	0 ***	0 ***
Greenville Housing Authority	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000 *
<b>City of Greenville Funding</b>	<b>\$ 47,107</b>	<b>\$ 33,661.50</b>	<b>\$ 34,000</b>	<b>\$ 94,000</b>

\* Anticipated but uncommitted at this time  
 \*\* JAG funds are anticipated based on experience in awards for the past 13 years  
 \*\*\* Pending approval from incoming Sheriff; uncommitted at this time.

Chief Holtzman introduced Phil Daley with ShotSpotter to address any technical questions the Council might have, and stated Greenville’s project lead would be Lt. Mike Montanye, if the City moves forward with the project. It takes about 3 months to get equipment in place, so he would hope the program could be implemented just after the start of the new year.

Following discussion of system capabilities and limitations, Council Member Litchfield moved to approve the Firm Fixed Price Proposal, which includes the Services Agreement, and authorization for the City Manager to enter into the agreement with ShotSpotter for the City of Greenville. Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.



**RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTY AT 1509 FLEMING STREET TO THE GREENVILLE HOUSING DEVELOPMENT CORPORATION – (Resolution No. 035-18)**

Senior Planner Tiana Berryman stated the Housing Division has a primary goal of developing and preserving affordable housing within the City. There are many ways in which that is accomplished, the most obvious being increasing home ownership opportunities. Many of their programs are City-wide, but particular emphasis is placed on the West Greenville Neighborhood Revitalization area. This is done by adding homeowner housing and providing direct financial assistance to home buyers.

Ms. Berryman stated the Greenville Housing Development Corporation (GHDC) has requested that the City donate the City-owned property at 1509 Fleming Street. The appraised value of the property is \$11,500. The terms of the agreement would be to convey the lot to the GHDC in exchange for the construction of an affordable single-family home within thirty (30) months. The home must meet the City's new home standards and approved floor plans. She cited G. S. §160A-279 and G. S. §157-9 as authority for this transaction.

Following a general discussion of the proposed property conveyance, as well as similar partnerships in the past, City Attorney Emanuel McGirt noted an omission in the resolution provided in the agenda packet. State law requires that a notice summarizing the content of the resolution be published in the local newspaper and that the sale not occur until 10 days following advertisement. He recommended that be incorporated in the resolution.

Council Member Smith moved to adopt the resolution, with the City Attorney's recommended amendment, authorizing the conveyance of 1509 Fleming Street, Pitt County parcel number 82102, to the Greenville Housing Development Corporation to develop one affordable single-family home. Council Member Litchfield seconded the motion, which passed by unanimous vote.

**DISCUSSION OF SALE OF TWO CITY-OWNED PARCELS ADJACENT TO HOME BUILDERS SUPPLY**

Council Member Glover made a motion to approve the sale of City-owned parcels #83975 and #19999 adjacent to Home Builders Supply, noting her reluctance to do so when the item originally came before City Council. She stated she met with representatives of Home Builders Supply about her concerns and was satisfied with the outcome. Council Member Glover said she would like to include in her motion that proceeds be reinvested in Hillsdale and The Dream Park. She noted that more equipment is needed in The Dream Park for the bigger kids that play there. Council Member Litchfield seconded the motion.

Council Member Smiley asked if the City had declared this property as surplus, or if there is simply no use for it.



City Manager Ann Wall stated the Council would need to declare the property as surplus as part of this process. Her understanding from staff is that this property has periodically been used for roll-over parking for Guy Smith Stadium, but staff indicated the loss of that property would not result in an undue burden.

Recreation and Parks Director Gary Fenton stated their analysis of the use of this property indicates it is used for parking very rarely as it is a little distant for some people to walk from there to the baseball field or swimming. One thing worth noting is that the northern-most parcel of the two in question was a gift to the City from the Higgs Family and City Staff has not been able to contact members of the family for their input; however, no conditions limiting or prohibiting future resale of the property were recorded or conditioned when the site was donated. He stated there is a marker currently on the property acknowledging the gift, but it may be possible to move it to The Dream Park designating an improvement that has been made possible as a result of the Higgs Family gift.

City Attorney Emanuel McGirt stated if the City determines to sell the property, it will do so in its private capacity with the objective being to obtain the highest qualifying bid. The City should attempt to obtain fair market value. If Council determines to proceed, he recommends that Council direct staff to return with a resolution for one of the authorized sale processes, such as the upset bid process. There is an offer on the table from Home Builders Supply for \$20,000, which would serve as the initial offer.

Mayor Pro-Tem Glover said she would like to add to her motion that the Council direct staff to prepare a resolution declaring the property surplus and authorizing that it be sold through the upset bid process as allowed by statute. Council Member Litchfield accepted the addition.

Following general discussion, the City Council voted unanimously to approve the sale of City-owned parcels #83975 and #19999 adjacent to Home Builders Supply by directing staff to prepare a resolution declaring the property surplus and authorizing that it be sold through the upset bid process as allowed by statute and that proceeds of said sale be reinvested in Hillsdale and The Dream Park.

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**CITY MANAGER'S REPORT**

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City Manager Wall gave no report.



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**COMMENTS FROM THE MAYOR AND CITY COUNCIL**

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Upon motion by Mayor Pro-Tem Glover and second by Council Member Smiley, the City Council voted unanimously to cancel the October 22, 2018 City Council meeting.

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

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**ADJOURNMENT**

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Mayor Pro-Tem Glover moved to adjourn the meeting, seconded by Council Member Meyerhoeffer. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 8:55 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JUNE 11, 2018



A workshop of the Greenville City Council was held on Monday, June 11, 2018, in Conference Room 337, located on the third floor at City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:00 p.m.

Those Present:

Mayor P.J. Connelly, Council Member Kandie D. Smith, 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:

None.

Also Present:

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

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**APPROVAL OF THE AGENDA**

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Council Member Rick Smiley made a motion to approve the agenda as presented. Council Member Will Bell seconded the motion and it passed unanimously.

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**JOB CREATION GRANT**

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Acting Economic Development (ED) Manager Christian Lockamy stated that the City Council had identified the development of a job creation grant as a top priority at the 2018 Planning Session. He stated that the proposed job creation grant would provide opportunities to create and/or expand full-time jobs in the city. Under the proposed program, funding would be provided based on the property tax generated by the investment and new full-time jobs created.

ED Manager Lockamy outlined the requirements under the proposed program:



- Companies must meet the “but, for” provision, meaning that there is demonstrated competition from other cities or states, or that an incentive is needed to make the project go forward
- Claw-back provisions must be included to allow the City a mechanism to suspend the grant or recover funds if the company does not adhere to the terms
- Companies may qualify for more than one grant, but only one grant would be paid at a time
- Grants would require a development agreement and/or potentially a memorandum of understanding (MOU). It was noted that other communities had utilized agreements to encourage businesses to hire locally and utilize local small, minority and women owned businesses
- Retail and restaurants would not qualify for the program due to the requirements of the “but, for” provision, and because the program is meant to incentivize and attract different types of businesses to the area
- Companies must be located within the city limits or ETJ to qualify
- Wage rates must be consistent with the wage rate for the Greenville, N.C. metropolitan statistical area (MSA)

ED Manager Lockamy stated that the City Council can either opt to make it a job creation grant program, or a property tax and investment and full-time job creation program.



### Option 1: Full-time Job Creation

Tier	Number of New Full-time Jobs	Amount Per Job	Maximum Annual Grant Installment	Maximum Number of Annual Grant Installments
One	25 - 74	\$1,000	\$100,000	2
Two	75 - 124	\$1,000	\$100,000	3
Three	125 +	\$1,000	\$100,000	5

	Project X	Project Y	Project Z
	Example 1	Example 2	Example 3
Number of Full-Time Jobs Created	65	100	300
Minimum of \$500,000 Taxable Investment?	Yes	Yes	Yes
Base Amount Per Job	\$1,000	\$1,000	\$1,000
Calculated Annual Grant Award	\$65,000	\$100,000	\$300,000
Exceed Annual Maximum Amount?	No	No	Yes
Annual Grant Award	\$65,000	\$100,000	\$100,000
Maximum Number of Annual Grant Awards	2	3	5
Maximum Grant Awards	\$130,000	\$300,000	\$500,000

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## Option 2: Property Tax Investment & Full-time Job Creation

- \* Full-time Job Creation: Minimum of 50
- \* Taxable Investment: Minimum of \$500,000
- \* Property Tax Range: 50 - 75%
- \* Maximum Annual Grant Amount: Up to \$150,000
- \* Number of Annual Installments Range: 3 - 7 Years

	Project X	Project Y	Project Z
	Example 1	Example 2	Example 3
Number of Full-Time Jobs Created	65	100	300
New Ad Valorem Tax Base Created	\$5,800,000	\$80,000,000	\$100,000,000
Current Annual Property Tax Rate	0.52	0.52	0.52
New Ad Valorem Tax Revenue Created	\$30,160	\$416,000	\$520,000
% of New Ad Valorem Tax Revenue	50.0%	60.0%	75.0%
Calculated Annual Grant Award	\$15,080	\$249,600	\$390,000
Exceed Annual Maximum Amount?	No	Yes	Yes
Annual Grant Award	\$15,080	\$125,000	\$150,000
Maximum Number of Annual Grant Awards	4	5	5
Maximum Grant Awards	\$60,320	\$625,000	\$750,000

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ED Manager Lockamy noted that the proposed grants would be in addition to waived fees by the City and additional incentives offered by the County and State. He addressed Economic Development Incentive (EDI) zones, stating that the City Council has the option to create incentives to establish businesses in those zones.

City Manager Ann Wall stated that the program could come back to the City Council as early as August for a vote. Addressing whether or not the program could be made retroactive, she stated that they could set the program's start date as July 1, 2018, even if the program is not approved until later if that is the direction that the City Council would like to take.

Council Member Bell requested more information about EDI zones.

Council Member Smiley asked if each application would come before the City Council. He further inquired if they would be able to receive an economic analysis for each applicant to see impact on potential returns. He stated the importance of making sure that the program sets the expectation of solid results.

City Manager Wall stated that each application would come before the City Council and would require a public hearing before a grant could be awarded. She stated that it would be



easier to provide the estimates if the businesses are within the city, but assumptions could be prepared and presented to the City Council for each application. She noted that both the City and Greenville Utilities Commission (GUC) have funding for the program in their two-year budget cycles and it would be ideal to match funds between the City and GUC.

Mayor P.J. Connelly asked if other municipalities are offering similar incentives.

ED Manager Lockamy stated that there are other municipalities offering incentives, but not many offer them at the ETJ level like Greenville does.

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### **PRESENTATION ON FIRE/RESCUE STANDARDS OF COVERAGE**

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Fire/Rescue Chief Eric Griffin stated the Greenville Fire/Rescue Department has been working on the accreditation process for three years. The accreditation process is one aimed at continuous improvement and measuring against benchmarks. He stated that out of the more than 49,000 fire departments throughout the world, only 247 are accredited.

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Assistant City Manager Michael Cowin stated that the new position would be advertised after the approval of the budget in July 2018. The additional support is needed to catch up and maintain EMS billing, which is currently at a 67% recovery rate.

Council Member Litchfield asked for a dollar amount of the 33% that has not been collected.

Assistant City Manager Cowin stated that it is approximately \$1.7 million. He stated that his goal is to conduct a cost study with Fire/Rescue once the new position is in place to maximize reimbursement amounts through the Medicaid process.



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## PRESENTATION ON SOUTH TAR RIVER GREENWAY PHASE 3

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Public Works Director Kevin Mulligan provided a history of the City's Greenway plan. The goals and objectives of the plan are:

- Provide linkages between neighborhoods, parks, schools, and East Carolina University (ECU)
- Provide outdoor opportunities for personal fitness and exercise
- Provide for access to nature and educational opportunities
- Provide special opportunities for the physically disadvantaged

He stated that Phase 3 of the plan is broken into two phases, 3A and 3B. He presented the base bid and alternates for the South Tar River Greenway Phase 3A:

 Greenville  
NORTH CAROLINA

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### South Tar River Greenway Ph. 3A

Base Bid and Alternates:

- Base Bid – Main Trail: 4,200 LF -10' wide paved asphalt greenway path.
- Alternate #1 – Replace drainage structure on Colonial Avenue.
- Alternate #2 – Fairfax Ave. Trailhead: Paved trailhead parking area for 11 vehicles.
- Alternate #3 – White Street Trail Connection, conc. steps from greenway to neighborhood.
- Alternate #4 – Concrete boardwalk with metal rails in-lieu-of pressure-treated boardwalk.

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Director Mulligan noted Federal Aviation Administration (FAA) funds could potentially be used to help with the clearing for Alternate 3 because the airport is looking for aviation easement on White Street. He recommended approving concrete boardwalks because it has a lifespan average for 30-40 years in comparison to a wooden boardwalk with 10-15 years.



Director Mulligan stated that one of the key features of this project is the CSX Greenway encroachment. He noted that it required a lot of work but the payoff would be worth it.

Director Mulligan stated that the projected cost of the project is \$3.89 million. He stated that the City has worked to secure extra funding, reducing the net cost to the City and bringing the City match down from 20% to 15%:



### Funding

SOUTH TAR RIVER GREENWAY PHASE 3A		
REVENUE SUMMARY		
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GRANT REVENUE #1	\$907,609	Original Agreement, Federal portion (80%)
NON-GRANT REVENUE	\$226,902	City 20% match to original grant
GRANT REVENUE #2	\$903,000	Supplemental Municipal Agreement #1, 80% Fed/20% State/0% City
GRANT REVENUE #3	\$1,440,000	Supplemental Municipal Agreement #3, Federal portion (80%)
NON-GRANT REVENUE	\$360,000	City 20% match for Supplemental Agreement #3
<b>TOTAL REVENUES</b>	<b>\$3,887,511</b>	
<b>NET COST TO CITY</b>	<b>\$586,902</b>	<b>\$15% of Total Funding</b>

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Assistant City Manager Cowin noted that the City already has \$226K budgeted for the project.

Council Member Meyerhoeffer asked if funds had been budgeted for the maintenance of the greenways.

Assistant City Manager Cowin stated that \$50K had been appropriated this year and would be a permanent part of the budget going forward.

Director Mulligan stated that costs for greenways depend on where they are being constructed. He stated that pending the approval of agreements and contracts, the anticipated completion date is the end of Summer 2019 for the next segment of the greenway.



Director Mulligan stated that staff proposes using a portion of the 2015 Transportation Bond to fund some of this project.

Council Member Smiley stated that he understood the funds to be already committed to another greenway project at River Park North.

Director Mulligan stated that particular project is at least another 10 years out. He stated that staff will be able to plan for Phase 3B towards the end of the year.

Council Member Meyerhoeffer requested that staff look into a sponsorship program for the greenway.

---

**PROPOSED AGREEMENT WITH STREET LEVEL MEDIA, LLC FOR BUS ADVERTISING SERVICES**

---

Director Mulligan stated the City Council had approved a policy in October 2016 allowing advertisements that will allow the City to generate and enhance transit operations. The policy prohibits campaign speech, advertising of tobacco, alcohol, gambling, human reproduction or sexuality, predatory lending, profanity or violent images, flashing lights, etc.

He stated that Streetlevel Media submitted a proposal for advertising and sponsorship services. If the City were to award a contract to Street Level Media, LLC, there would be a minimum guarantee of \$67K over the next 4 years. He stated that the City brand and route numbers would remain clearly displayed.

City Manager Wall stated that the contract would be brought before the City Council at the June 25<sup>th</sup> meeting.

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**ADJOURNMENT**

---

There being no further business before the City Council, motion was made by Council Member Smiley and seconded by Council Member Bell to adjourn the meeting. Motion carried unanimously. Mayor Connelly adjourned the meeting at 5:35 p.m.

Prepared by:  
Valerie P. Shiuwegar  
Administrative Assistant



Respectfully submitted,

*Carol L Barwick*

Carol Barwick, CMC  
City Clerk

PROPOSED MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, SEPTEMBER 10, 2018



A workshop of the Greenville City Council was held on Monday, September 10, 2018, in Conference Room 337, located on the third floor at City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:00 p.m.

Those Present:

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

\*Mayor Pro-Tem Glover joined the meeting at 4:02 p.m.

\*Council Member Smith joined the meeting at

Those Absent:

None.

Also Present:

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

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**APPROVAL OF THE AGENDA**

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Council Member Will Bell made a motion to approve the agenda as presented. Council Member Rick Smiley seconded the motion and it passed unanimously.

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**PRESENTATION ON FEASIBILITY STUDY PREPARED BY CONVERGENT SOLUTIONS**

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City Manager Ann Wall stated that the City Council had expressed an interest in a collaborative, formal partnership around economic development in the area. She stated that a feasibility study had been conducted by Convergent Non-profit Solutions and jointly funded between Pitt County, the City of Greenville, Greenville Utilities Commission, and the Committee of 100.



Mr. Rick Kiernan, Principal with Convergent Non-profit Solutions, presented the findings and recommendations to the City Council.

ED Manager Lockamy outlined the requirements under the proposed program:

- Companies must meet the “but, for” provision, meaning that there is demonstrated competition from other cities or states, or that an incentive is needed to make the project go forward
- Claw-back provisions must be included to allow the City a mechanism to suspend the grant or recover funds if the company does not adhere to the terms
- Companies may qualify for more than one grant, but only one grant would be paid at a time
- Grants would require a development agreement and/or potentially a memorandum of understanding (MOU). It was noted that other communities had utilized agreements to encourage businesses to hire locally and utilize local small, minority and women owned businesses
- Retail and restaurants would not qualify for the program due to the requirements of the “but, for” provision, and because the program is meant to incentivize and attract different types of businesses to the area
- Companies must be located within the city limits or ETJ to qualify
- Wage rates must be consistent with the wage rate for the Greenville, N.C. metropolitan statistical area (MSA)

ED Manager Lockamy stated that the City Council can either opt to make it a job creation grant program, or a property tax and investment and full-time job creation program.




## Option 1: Full-time Job Creation

Tier	Number of New Full-time Jobs	Amount Per Job	Maximum Annual Grant Installment	Maximum Number of Annual Grant Installments
One	25 - 74	\$1,000	\$100,000	2
Two	75 - 124	\$1,000	\$100,000	3
Three	125 +	\$1,000	\$100,000	5

	Project X Example 1	Project Y Example 2	Project Z Example 3
Number of Full-Time Jobs Created	65	100	300
Minimum of \$500,000 Taxable Investment?	Yes	Yes	Yes
Base Amount Per Job	\$1,000	\$1,000	\$1,000
Calculated Annual Grant Award	\$65,000	\$100,000	\$300,000
Exceed Annual Maximum Amount?	No	No	Yes
Annual Grant Award	\$65,000	\$100,000	\$100,000
Maximum Number of Annual Grant Awards	2	3	5
Maximum Grant Awards	\$130,000	\$300,000	\$500,000

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## Option 2: Property Tax Investment & Full-time Job Creation

- \* Full-time Job Creation: Minimum of 50
- \* Taxable Investment: Minimum of \$500,000
- \* Property Tax Range: 50 - 75%
- \* Maximum Annual Grant Amount: Up to \$150,000
- \* Number of Annual Installments Range: 3 - 7 Years

	Project X Example 1	Project Y Example 2	Project Z Example 3
Number of Full-Time Jobs Created	65	100	300
New Ad Valorem Tax Base Created	\$5,800,000	\$80,000,000	\$100,000,000
Current Annual Property Tax Rate	0.52	0.52	0.52
New Ad Valorem Tax Revenue Created	\$30,160	\$416,000	\$520,000
% of New Ad Valorem Tax Revenue	50.0%	60.0%	75.0%
Calculated Annual Grant Award	\$15,080	\$249,600	\$390,000
Exceed Annual Maximum Amount?	No	Yes	Yes
Annual Grant Award	\$15,080	\$125,000	\$150,000
Maximum Number of Annual Grant Awards	4	5	5
Maximum Grant Awards	\$60,320	\$625,000	\$750,000

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ED Manager Lockamy noted that the proposed grants would be in addition to waived fees



by the City and additional incentives offered by the County and State. He addressed Economic Development Incentive (EDI) zones, stating that the City Council has the option to create incentives to establish businesses in those zones.

City Manager Ann Wall stated that the program could come back to the City Council as early as August for a vote. Addressing whether or not the program could be made retroactive, she stated that they could set the program's start date as July 1, 2018, even if the program is not approved until later if that is the direction that the City Council would like to take.

Council Member Bell requested more information about EDI zones.

Council Member Smiley asked if each application would come before the City Council. He further inquired if they would be able to receive an economic analysis for each applicant to see impact on potential returns. He stated the importance of making sure that the program sets the expectation of solid results.

City Manager Wall stated that each application would come before the City Council and would require a public hearing before a grant could be awarded. She stated that it would be easier to provide the estimates if the businesses are within the city, but assumptions could be prepared and presented to the City Council for each application. She noted that both the City and Greenville Utilities Commission (GUC) have funding for the program in their two-year budget cycles and it would be ideal to match funds between the City and GUC.

Mayor P.J. Connelly asked if other municipalities are offering similar incentives.

ED Manager Lockamy stated that there are other municipalities offering incentives, but not many offer them at the ETJ level like Greenville does.

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**PRESENTATION ON FIRE/RESCUE STANDARDS OF COVERAGE**

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Fire/Rescue Chief Eric Griffin stated the Greenville Fire/Rescue Department has been working on the accreditation process for three years. The accreditation process is one aimed at continuous improvement and measuring against benchmarks. He stated that out of the more than 49,000 fire departments throughout the world, only 247 are accredited.

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Prepared by:  
Valerie P. Shiuwegar  
Administrative Assistant

Respectfully submitted,

*Carol L Barwick*



Carol Barwick, CMC  
City Clerk



## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

---

**Title of Item:** Master Right-of-Way Encroachment Agreement with Fiber Technologies Networks, LLC

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

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

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

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

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

---

ATTACHMENTS:

▣ **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 \_\_\_\_\_, 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 **FIBER TECHNOLOGIES NETWORKS, LLC**, a New York limited liability company, with an address at 300 Meridian Centre Boulevard, Rochester, NY 14618, which is authorized to do business in North Carolina, party of the second part, and hereinafter referred to as “**PERMITTEE.**”

W I T N E S S E T H

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

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

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

contained in this Agreement; and

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

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

## **SECTION 1. DEFINITIONS**

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

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

**GUC** means Greenville Utilities Commission.

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

**NCDOT** means North Carolina Department of Transportation.

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

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

**STATE** means the State of North Carolina.

## SECTION 2. GENERAL PROVISIONS

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

## SECTION 3. TERM

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

## SECTION 4. CONSTRUCTION AND TECHNICAL STANDARDS

- a. Compliance with Construction and Technical Standards. PERMITTEE shall construct, install and maintain its small wireless facilities in an orderly and workmanlike manner and in a manner consistent with all laws, City ordinances, construction standards, current technological standards and governmental requirements, which standards are incorporated by reference herein.
- b. Tree Trimming Plan for Overhead Lines. After approval by the CITY of the small wireless facility, PERMITTEE shall submit to the CITY a tree trimming plan if required by the Director of Public Works for review and approval by the City Arborist.
- c. Structural Engineering Analysis. The PERMITTEE shall submit a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location. The PERMITTEE shall inspect the City right-of-way on which the PERMITTEE's Small Wireless Facility Equipment will be placed and shall base its determination of the suitability of the City right-of-way for PERMITTEE's purposes on such inspection, on a structural engineering analysis by a North Carolina registered professional engineer certifying that the pole or other structure that is proposed to support the Small Wireless Facility Equipment can reasonably support the proposed Small Wireless Facility Equipment considering the conditions of the street and the anticipated hazards from traffic to be encountered at the location.
- d. Approval of Construction Plans. Prior to the placement or installation of any part of the PERMITTEE's facilities within public rights of way, PERMITTEE shall first submit to the Director of Public Works a Construction Plan, sealed by a Professional Engineer and/or Land Surveyor licensed in the State, including a concise description of the facilities proposed to be erected or installed, specifications, engineering drawings, and detailed plans indicating the proposed location of all such facilities and their relationship with existing utilities including the location of the right of way and all above and below ground structures located within the right of way. All permits issued by the CITY shall become part of this agreement.
- e. Pole Attachment. PERMITTEE shall provide the CITY with written verification of PERMITTEE's right to attach to poles along the path of the fiber optic cable when said poles are to be utilized, and that there is sufficient clearance for attachment.
- f. Identification of Facilities. All above ground structures shall be marked to identify the owner of the structure and emergency contact for the same.
- g. NCDOT Approval. PERMITTEE shall submit to the CITY written verification of approval of the PERMITTEE's final construction plans from the North Carolina Department of Transportation (NCDOT) where NCDOT right of ways are involved, and evidence of the coordination of construction with other utilities along PERMITTEE's facilities route.
- h. 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.

- i. 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.
- j. 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.
- k. Record Drawings. Within sixty (60) days after the completion of any construction activities of the small wireless facilities within the encroachment areas, PERMITTEE shall provide to the Director of Public Works copies of the record drawings, being two (2) printed copies along with a PDF file of the same, and a digital version compatible with ESRI GIS software.
- l. 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.
- m. 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.
- n. Interference with Persons, Improvements, Public and Private Property and Utilities. PERMITTEE's small wireless facilities shall be located, erected and maintained so that such system shall:
  - (1) Not endanger or interfere with the health, safety or lives of persons;
  - (2) Not interfere with the utilization of the right of way by the CITY or utilization by the GUC of the right of way or facilities maintained by GUC;
  - (3) Not interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction, repair or removal;
  - (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction, repair or removal; and

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

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

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

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

## **SECTION 5. EMERGENCY CONTACTS**

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

## **SECTION 6. TRANSFER OF OWNERSHIP OR CONTROL**

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

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

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

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

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

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

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

b. Insurance.

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

(7) **Commercial General Liability:**

Limits:

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

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

(8) **Commercial Automobile Liability:**

Limits:

\$1,000,000 combined single limit.

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina

Employers Liability:	Bodily Injury by Accident \$1,000,000 each accident
	Bodily Injury by Disease \$1,000,000 policy limit
	Bodily Injury by Disease \$1,000,000 each employee.

Workers Compensation must include all employees.

(10) **Umbrella Liability:**

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

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

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

c. Indemnification.

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

## **SECTION 8. NOTICES**

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

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

And to PERMITTEE

Fiber Technologies Networks, LLC  
ATTN: Legal Department  
300 Meridian Centre  
Rochester, New York, 14618

With a copy to:

Crown Castle  
Attn: Contracts Management  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

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

FIBER TECHNOLOGIES NETWORKS, LLC

By:   
Eric Finnemore  
Title: Head of Regional Operations

APPROVED AS TO FORM:

\_\_\_\_\_  
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

\_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

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

RECOMMENDED:

\_\_\_\_\_  
Kevin Mulligan, Public Works Director

**State of North Carolina  
County of Pitt**

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

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

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

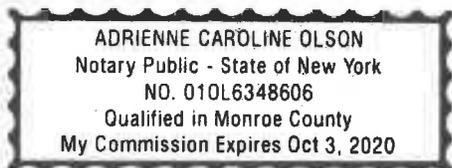
(Print or Type Name of Notary Here)

My Commission Expires: \_\_\_\_\_

State of New York

County of Monroe

I, Adrienne Olson, a notary public in and for the aforesaid county and state, certify that Eric Finnemore personally (1) appeared before me this day, (2) stated that he or she is a Head of Regional Operations of Fiber Technologies Networks, LLC, a limited liability company organized and existing under the laws of the State of New York, (3) acknowledged that the foregoing agreement with the City of Greenville carries on in the usual way the company's business, and (4) acknowledged the due execution of the contract on behalf of the company. This the 8<sup>th</sup> day of Oct, 2018.



Adrienne Olson, Notary Public

Adrienne Olson  
(Print or Type Name of Notary Here)

My Commission Expires: Oct 3, 2020



## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

---

**Title of Item:**

Resolution authorizing the sale of City-owned property located near the intersection of Line Avenue and Wilson Street, by the negotiated offer, advertisement, and upset bid method

**Explanation:**

**Abstract:** An offer has been received and tentatively accepted by the City Council at its October 11, 2018 for the sale of property near the intersection of Line Avenue and Wilson Street. The business owner, whose land adjoins the property, wants to acquire the property for expansion of his business. The negotiated offer, advertisement and upset bid method will be utilized for the sale. Adoption of a resolution is recommended to commence the process for this method.

**Explanation:** Home Builders Supply ("HBS") approached the City with a proposal to buy the City-owned parcels ("property") near the intersection of Line Avenue and Wilson Street. HBS's land adjoins the property, and HBS has offered to purchase the property for \$20,000. (See letter attached). HBS understands that its request to rezone the property (set forth in its offer) cannot be a condition on the sale of the property and will not be included in the upset bid process.

There is a monument on the property dedicated to the Higgs family. The Council authorized the sale to HBS, subject to the upset bid process as set forth in state law (N.C. Gen. Stat. § 160A-269), so long as the Higgs monument stays in its current location. The City should obtain an access easement for members of the public to view the monument, and a maintenance easement to maintain the monument.

The offer for the property is \$20,000. This amount is higher than the combined tax value of the two parcels which is \$16,075. The offer will be advertised, and other persons will have the opportunity to submit an upset bid, which must increase the offer amount by at least 10% for the first \$1,000 and 5% of the remainder. If a qualifying upset bid is received, it is advertised and the opportunity to submit additional upset bids is provided. This process is continued until there is no qualifying upset bid, at which time the highest bid is presented to the City Council for its consideration of whether to accept it.

The restrictive covenant which is included with the negotiated offer (see Resolution) is as follows:

The monument currently on the property (Higgs monument) shall stay in its current location, and the City shall have an easement from the monument to a public road for purposes of the public accessing property to view the monument and the City maintaining the monument.

After conveyance, the successful purchaser, and any subsequent owner, shall have a right to petition the City Council to allow the relocation of the monument to a different location on the property or elsewhere, so long as the relocation is not prohibited by state law including N.C. Gen. Stat. § 100-2.1. The City Council, in its discretion, may grant or deny a petition for relocation of the monument.

Attached is the following:

- Resolution
- Map
- Offer from Home Builders Supply

**Fiscal Note:**

The sale of the property will result in at least \$20,000 revenue to the City of Greenville.

RESOLUTION NO. \_\_\_ -18  
RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY THE NEGOTIATED  
OFFER, ADVERTISEMENT, AND UPSET BID METHOD

WHEREAS, an offer has been made to acquire property (two parcels) owned by the City of Greenville located near the intersection of Line Avenue and Wilson Street;

WHEREAS, the City has determined the property described herein to be surplus property;

WHEREAS, North Carolina General Statute §160A-269 authorizes the City of Greenville to sell property by the negotiated offer, advertisement, and upset bid method;

WHEREAS, Greenville City Council considered the below described offer at its October 11, 2018 meeting and authorized the acceptance of the offer subject to the upset bid process;

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

1) That it proposes to accept the offer by Home Builders Supply Company to acquire the herein-described property and that it authorizes the sale of the herein-described property by the negotiated offer, advertisement, and upset bid method.

2) That the property to be sold is described as follows:

Being the property located in the City of Greenville, North Carolina, consisting of approximately 0.47 acres located near the intersection of Line Avenue and Wilson Street, and being Tax Parcels #83975 and 19999.

3) That the offer of Home Builders Supply Company is to pay \$20,000.00 (Twenty Thousand Dollars).

4) That Home Builders Supply Company shall deposit with the City Clerk five percent of the value of the offer in the form of cash, cashier's check, or certified check, said deposit will be forfeited if there are no qualifying offers at the conclusion of the upset bid procedure, Council accepts the offer, and the terms of the offer are not fulfilled.

5) That the City Clerk shall publish a notice of offer in the amount of \$20,000.00 and request for upset bids. Within ten (10) days of publication of the notice, any person may raise the bid for the purchase of the property by not less than ten percent of the first one thousand dollars, and five percent of the remainder. When the bid is raised, the bidder shall deposit five percent of the increased bid in the form of cash, cashier's check, or certified check. The deposit will be forfeited if the bidder withdraws the offer or if the bidder has the highest qualifying offer at the conclusion of the upset bid procedure, Council accepts the offer, and the terms of the offer are not fulfilled. Once a qualifying higher bid has been received, that bid will become the new offer. The procedure shall be repeated (the City Clerk being hereby authorized to publish

successive Notices of qualifying Upset Bids) until no further qualifying upset bids are received, at which time the City Council may accept the offer and authorize the sale of the property to the highest bidder.

6) That, for any upset bid which is accepted by City Council, the closing on the sale of the property shall occur no later than thirty (30) days after acceptance of the bid by the City Council with full payment to be made at closing by cash, cashier's check, or certified check. Conveyance of the property will be by a Limited Warranty Deed for the property in fee simple.

7) That a restrictive covenant will be included in the deed conveying the property from the City requiring that the monument currently on the property (Higgs monument) stay in its current location, and that City shall have an easement from the monument to a public road for the purpose of allowing the public to view the monument and City maintenance of the monument. After conveyance, the successful purchaser, and any subsequent owner, shall have a right to petition the City Council to allow the relocation of the monument to a different location on the property or elsewhere, so long as the relocation is not prohibited by state law including N.C. Gen. Stat. § 100-2.1. The City Council, in its discretion, may grant or deny a petition for relocation of the monument.

8) That City Council may at any time reject any and all offers.

This 5th day of November, 2018.

---

P.J. Connelly, Mayor

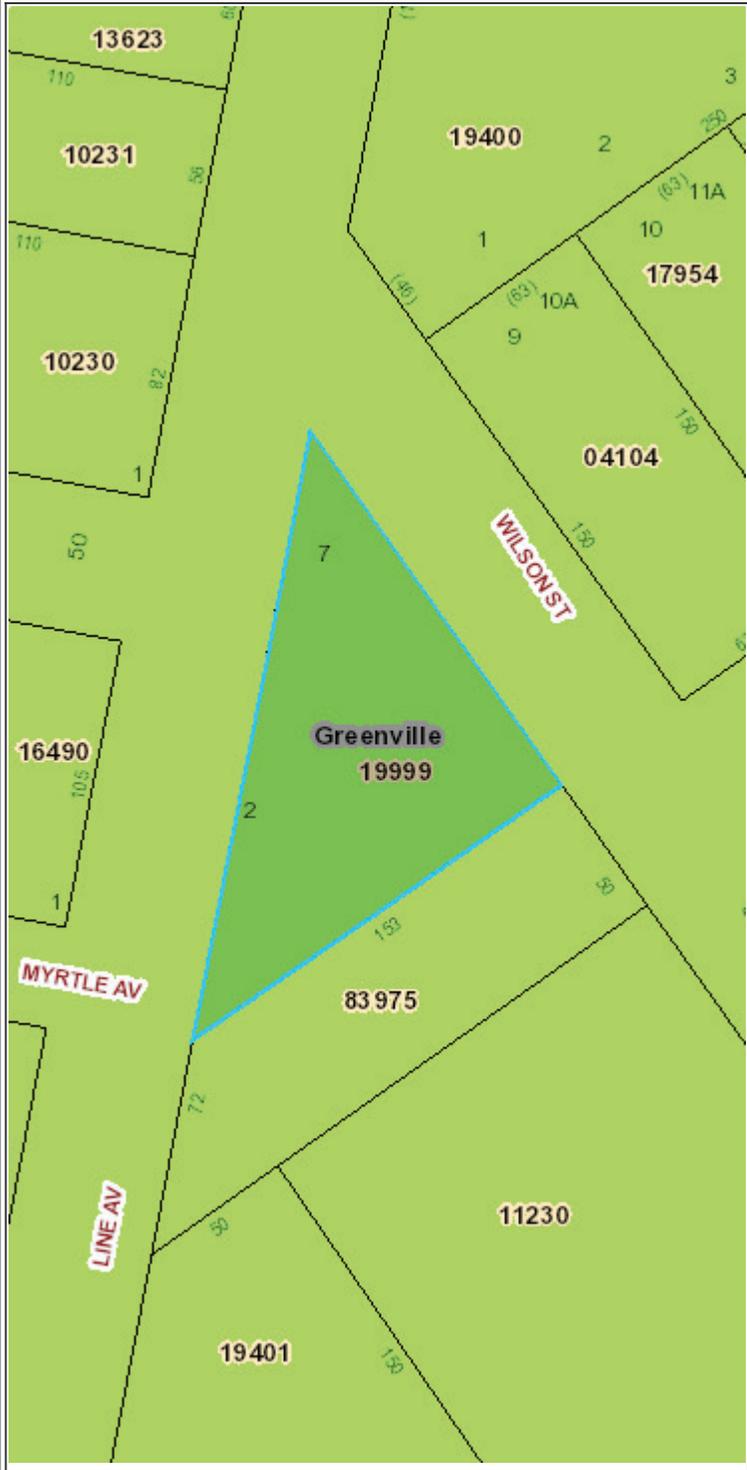
ATTEST:

---

Carol L. Barwick, City Clerk



**Pitt County Government**  
 Greenville, North Carolina  
[www.pittcountync.gov](http://www.pittcountync.gov)

<b>Parcel:</b>	19999
<b>More Info:</b>	19999
<b>Physical Address:</b>	0 LINE AV
<b>Owner Name:</b>	GREENVILLE CITY OF
<b>OwnerAddress1:</b>	PO BOX 7207
<b>OwnerAddress2:</b>	
<b>OwnerAddress3:</b>	
<b>City / State / Zip:</b>	GREENVILLE NC 27835
<b>NC PIN:</b>	4677788397
<b>Subdivision / Section / Phase:</b>	
<b>Prior Legal Description:</b>	10-6,7 HIGGS BROS.
<b>Block / Lot:</b>	
<b>Tract:</b>	
<b>Building Number / Unit:</b>	
<b>Acres:</b>	0.26
<b>Current Owner Deed/Document:</b>	SEE FILE
<b>Map Book:</b>	2-180
<b>Deed / Document Date:</b>	05/2007
<b>Deed / Document Sales Price:</b>	\$0
<b>Building Type / Use:</b>	RESIDENTIAL(Single Family Residential)
<b>Number of Buildings:</b>	0
<b>Year Built:</b>	
<b>Total Living Area:</b>	
<b>Building Value:</b>	
<b>Extra Features Value:</b>	
<b>Land Value:</b>	\$4,530
<b>Total Current Market Value:</b>	\$4,530
<b>Total 2015 Market Value:</b>	\$4,550
<b>Municipality:</b>	GREENVILLE
<b>Township:</b>	GREENVILLE
<b>Fire Service District:</b>	INSIDE MUNICIPALITY
<b>Census Tract:</b>	702
<b>Neighborhood:</b>	004035
<b>Elementary School:</b>	South Greenville ES
<b>Middle School:</b>	C M Eppes MS
<b>High School:</b>	J H Rose HS

**Disclaimer:** This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

Copyright © 2017, Pitt County, North Carolina.

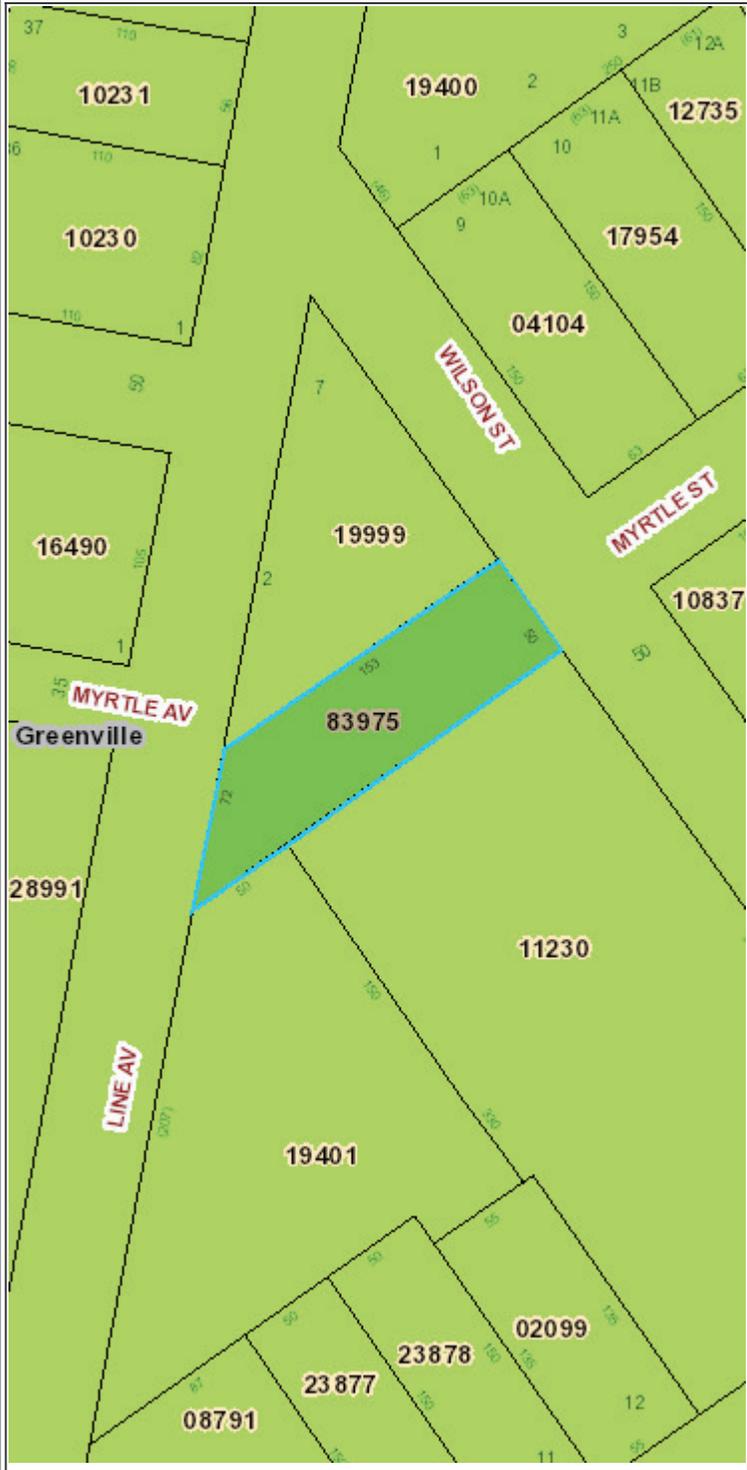
**PLEASE NOTE:**

The parcel information is updated nightly and reflects current property values.

Printed: 10/23/2018 11:17:46 AM



**Pitt County Government**  
 Greenville, North Carolina  
[www.pittcountync.gov](http://www.pittcountync.gov)

<b>Parcel:</b>	83975
<b>More Info:</b>	83975
<b>Physical Address:</b>	0 CHESTNUT ST
<b>Owner Name:</b>	GREENVILLE CITY OF
<b>OwnerAddress1:</b>	PO BOX 7207
<b>OwnerAddress2:</b>	
<b>OwnerAddress3:</b>	
<b>City / State / Zip:</b>	GREENVILLE NC 27835
<b>NC PIN:</b>	4677789386
<b>Subdivision / Section / Phase:</b>	
<b>Prior Legal Description:</b>	E B, J W & J S HIGGS
<b>Block / Lot:</b>	6 MYRTLE ST
<b>Tract:</b>	
<b>Building Number / Unit:</b>	
<b>Acres:</b>	0.21
<b>Current Owner Deed/Document:</b>	000781 00866
<b>Map Book:</b>	2-180
<b>Deed / Document Date:</b>	12/1997
<b>Deed / Document Sales Price:</b>	\$0
<b>Building Type / Use:</b>	
<b>Number of Buildings:</b>	0
<b>Year Built:</b>	
<b>Total Living Area:</b>	
<b>Building Value:</b>	
<b>Extra Features Value:</b>	\$0
<b>Land Value:</b>	\$11,525
<b>Total Current Market Value:</b>	\$11,525
<b>Total 2015 Market Value:</b>	\$0
<b>Municipality:</b>	GREENVILLE
<b>Township:</b>	GREENVILLE
<b>Fire Service District:</b>	INSIDE MUNICIPALITY
<b>Census Tract:</b>	702
<b>Neighborhood:</b>	004450
<b>Elementary School:</b>	South Greenville ES
<b>Middle School:</b>	C M Eppes MS
<b>High School:</b>	J H Rose HS

**Disclaimer:** This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

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**PLEASE NOTE:**

The parcel information is updated nightly and reflects current property values.

Printed: 10/23/2018 11:16:22 AM

**THE HARRINGTON LAW FIRM, P.A.**

ATTORNEYS AT LAW  
211 WEST 14<sup>TH</sup> STREET, SUITE A  
P.O. BOX 1726  
GREENVILLE, NORTH CAROLINA 27835

DANNY A. HARRINGTON\*

TELEPHONE: (252) 830-8840  
FACSIMILE: (252) 830-8993  
greenvillelaw@earthlink.net

August 23, 2018

HAND DELIVERED

**RECEIVED**

Ann Wall, City Manager  
City Manager's Office  
P.O. Box 7207  
Greenville, NC 27835-7207

AUG 24 2018

**CITY MANAGER'S OFFICE**

Re: Pitt County Tax Parcel No. 19999 and 83975

Greetings:

This office represents Home Builders & Supply Company and we have been requested to contact you regarding the potential purchase of two lots currently owned by the City of Greenville. The two parcels referred to above are located at the intersection of Wilson Street and Line Avenue, and adjacent to the property currently owned by our clients. Home Builders & Supply Company is considering an expansion of its operation in Greenville and needs additional land to do so.

Our client would like to purchase these two parcels and we have been authorized to offer \$20,000.00 as the purchase price. Since the current zoning of the parcels would not allow the expansion of our client's operation, the offer to purchase the property would be subject to a requirement that the property be rezoned to CH.

Home Builders & Supply Company has been part of building Greenville since 1946. They currently provide jobs to more than 60 employees. Their location has reached the pinnacle of its capacity. This acquisition will provide additional jobs at the Greenville location.

We respectfully request that our offer be presented to the Council of the City of Greenville at its next soonest convenience for their review and consideration. Should you have any questions regarding our request, please contact me.

Thank you for your attention to this matter.

Sincerely,

Harrington Law Firm, PA



Danny A. Harrington



# City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

---

**Title of Item:** Resolution authorizing an Installment Financing Agreement to finance the purchase of a new CAD and RMS Platform for the Police Department

**Explanation:** **Abstract:** In order for the City to move forward with the process of issuing debt for the purchase of a new CAD and RMS Platform for the Police Department, City Council must adopt a resolution approving the Installment Financing Agreement.

**Explanation:** At the June 11, 2018 City Council meeting, a reimbursement resolution was approved for the proposed CAD and RMS Platform Installment Financing Agreement. In order to allow the City to move forward with the financing of the purchase of the CAD and RMS Platform for the Police Department, staff is requesting the approval of the attached resolution approving the proposed Installment Financing Agreement.

Attached are the following:

1. Greenville Installment Financing Sales Resolution
2. Financing Schedule
3. Greenville Installment Financing Agreement
4. Security Agreement

The resolutions include information that authorize the Director of Financial Services and such other officers of the City, as may be appropriate, to act on behalf of the City in filing an application with the Local Government Commission (LGC) for approval of the Installment Financing Agreement and other actions not inconsistent with these resolutions. The LGC will be asked to approve the proposed Installment Financing Agreement pursuant to the provisions of Section 160A-20 and Chapter 159, Article 8, of the General Statutes of North Carolina, and the selection of the following professionals who comprise the financing team, and such other professionals as may be required or useful and acceptable to the LGC, to assist the City in connection with such financing:

Special Counsel

Womble Bond Dickinson (US) LLP

Financial Advisor                      FirstSouthwest, a Division of Hilltop Securities Inc.

A description of the project is below.

The CAD and RMS Platform, offered by Superior, has the capabilities desired for operation within the law enforcement realm by providing better integration with other law enforcement agencies. For example, the Superior system will be integrated with the Pitt County 911 center and will put the City on the same platform being utilized by the Sheriff's office and East Carolina University.

**Fiscal Note:**                      The issuance amount for the Installment Financing Agreement with a financial institution is not to exceed \$975,000. The amount of the annual debt service payment has been included in the City's General Fund Budget.

**Recommendation:**              Staff recommends Council adopt the resolution approving the proposed Installment Financing Agreement.

---

ATTACHMENTS:

- ❑ **Approving\_Resolution-Greenville\_2018\_Software\_Equipment\_1092722**
- ❑ **Greenville\_NC\_Installment\_Purchase\_Series\_2018\_-\_Calendar\_\_9-4-2018\_\_1092719**
- ❑ **Installment\_Financing\_Agreement-Greenville\_2018\_IFA\_\_Equip\_\_1092718**
- ❑ **Security\_Agreement-Greenville\_2018\_IFA\_\_Equip\_\_1092720**

RESOLUTION NO. \_\_-18

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT  
AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING  
OF A PUBLIC SAFETY SOFTWARE PACKAGE AND RELATED  
EQUIPMENT FOR THE CITY OF GREENVILLE, NORTH CAROLINA

BE IT RESOLVED by the City Council (the “City Council”) of the City of Greenville,  
North Carolina (the “City”) as follows:

Section 1. The City Council does hereby find and determine as follows:

(a) There exists in the City a need to finance the cost of a public safety software package and related equipment (collectively, the “Project”). Upon careful review and consideration, the City desires to accept the proposal of Regions Equipment Financing Corporation (the “Lender”) to provide the financing for such Project.

(b) The City has determined that the most efficient manner of financing the Project will be through the entering of an Installment Financing Agreement (the “Agreement”) with the Lender, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the City in an amount sufficient to pay the costs of financing the Project and paying certain financing costs relating thereto, and the City will repay the advancement in installments, with interest (the “Installment Payments”).

(c) In order to secure its obligations under the Agreement, the City will execute and deliver a Security Agreement, dated as of the date of delivery thereof (the “Security Agreement”), granting a security interest in the portion of the Project constituting equipment (the “Equipment”).

(d) There has been presented to the City Council at this meeting drafts of the Agreement and the Security Agreement.

Section 2. The proposal of the Lender to provide financing through the Agreement for the purpose of providing funds to pay the cost of the Project is hereby accepted, and the prior actions of the Director of Financial Services with respect to the proposal of the Lender are hereby ratified, authorized and approved.

Section 3. In order to provide for the financing of the Project, the City is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in the principal amount of \$975,000. The City shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the installment payments shall be designated as principal and interest as provided in the Agreement.

Section 4. The City Council hereby approves the Agreement and the Security Agreement in substantially the forms presented at this meeting. The Mayor, the City Manager and the Director of Financial Services of the City are each hereby authorized to execute and deliver on behalf of the City said documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the City Council of any such changes. The City Clerk or any Deputy or Assistant City Clerk of the City is hereby authorized and directed to affix the official seal of the City to said documents and to attest the same.

Section 5. No deficiency judgment may be rendered against the City in any action for breach of any contractual obligation authorized pursuant to this resolution and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 6. The Mayor, the City Manager, the Director of Financial Services and the City Clerk of the City, and any other officers, agents and employees of the City, are hereby authorized

and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 7. The City hereby represents that it reasonably expects that it, all subordinate entities thereof and all issuers issuing obligations on behalf of the City will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting certain current refunding obligations and private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Internal Revenue Code of 1986, as amended (the “Code”)) during calendar year 2018. In addition, the City hereby designates each of the installment payments under the Agreement as a “qualified tax-exempt obligation” for the purposes of the Code.

Section 8. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 5<sup>th</sup> day of November, 2018.

---

P. J. Connelly, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk



**CITY OF GREENVILLE, NORTH CAROLINA**

*Installment Purchase, Series 2018  
Public Safety Software*



**FINANCING SCHEDULE**  
*(Tentative and Subject to Change)*

September 2018						
Su	M	Tu	W	Th	F	Sa
						1
2	<b>3</b>	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						

October 2018						
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			

November 2018						
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	<b>22</b>	23	24
25	26	27	28	29	30	

***Bold Indicates Holiday***

DATE	TASK	RESPONSIBILITY
September 7	Distribute RFP to Banks	FA
September 14	Receive RFP responses by Noon ET; review responses	City, FA, SC
By September 17	Select / notify successful bank proposer (subject to Council approval)	City, FA
By September 21	Provide Documents to City for Council Agenda Item	SC, FA
November 5	City Council to adopt approving/findings resolution.	City, SC
November 13	Closing	All Parties

*(1) Meeting associated with a Summary of Economic Projections and a press conference by the Chair*

**LEGEND**

City Issuer: City of Greenville  
FA Financial Advisor: Hilltop Securities

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

INSTALLMENT FINANCING AGREEMENT

Dated as of November 13, 2018

between

CITY OF GREENVILLE, NORTH CAROLINA

and

REGIONS EQUIPMENT FINANCE CORPORATION

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## INSTALLMENT FINANCING AGREEMENT

This INSTALLMENT FINANCING AGREEMENT, dated as of November 13, 2018 (the "Agreement"), between the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the "City"), and REGIONS EQUIPMENT FINANCE CORPORATION, a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_ (the "Lender");

### WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the City may finance or refinance the acquisition of certain improvements and equipment by contracts that create in such improvements and equipment a security interest to secure repayment of the moneys advanced or made available to acquire or improve such equipment;

WHEREAS, after due consideration, the City Council of the City has determined to finance the cost of a public safety software package and related equipment (collectively, the "Project");

WHEREAS, in order for the City to obtain the funds to finance the Project, the City has determined to enter into this Agreement whereby the Lender will advance funds to the City to be applied, together with any other available funds, to (a) pay the costs of the Project and (b) pay certain financing costs relating thereto, and the City will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the City will execute and deliver a Security Agreement, dated as of November 13, 2018 (the "Security Agreement"), for the benefit of the Lender, pursuant to which the City will grant the Lender a security interest in the portion of the Project constituting equipment (the "Equipment");

WHEREAS, the Lender is willing to advance moneys to the City for the purpose of financing the costs of the Project, and the City is willing to repay the moneys so advanced by the Lender in installments as more fully provided herein; and

WHEREAS, the City and the Lender have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBIT

**SECTION 1.1. Definitions and Rules of Construction.** Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subsections hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subsections of this Agreement unless some other reference is indicated.

“Act” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“Advancement” means the advance being made by the Lender to the City in the amount of \$962,778 pursuant to Section 3.1 to pay the costs of the Equipment and related Closing Costs.

“Agreement” means this Installment Financing Agreement, including any amendment or supplement hereto.

“City” means the City of Greenville, North Carolina, a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

“City Council” means the City Council of the City.

“Closing” means the date on which the City executes and delivers this Agreement, and the Lender makes the Advancement to the City.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the City relating to the financing of the Project, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Lender that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments made by the City under this Agreement due to the occurrence of an Event of Taxability or (b) the City or the Lender shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Lender for federal income tax purposes due to the occurrence of an Event of Taxability.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Equipment” means all of the equipment financed by the City from the proceeds advanced to the City pursuant to this Agreement, as more particularly described in Exhibit A to the Security Agreement (as the same may be modified from time to time as permitted hereby and by the Security Agreement).

“Event of Nonappropriation” means (a) the failure by the City Council to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the City Council’s deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a) above. In the event that during any Fiscal Year, any additional payments shall become due that were not included in the City’s current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the City to the Lender to such effect.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the City to comply with any covenants in this Agreement or any document or certificate executed by the City in connection with the transactions contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments made by the City under this Agreement to be includable in the gross income of the Lender for federal income tax purposes.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Inclusion Date” means the effective date that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Lender as a result of a Determination of Taxability.

“Installment Payment Date” means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit A.

“Installment Payments” means the payments required to be paid by the City pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit A attached hereto.

“Investment Obligation” means any security or investment authorized by Section 159-30 of the General Statutes of North Carolina, as may be amended from time to time, or any substitute or successor statute.

“Lender” means Regions Equipment Finance Corporation, a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_, and any of its successors or assigns.

“Net Proceeds” means any proceeds of insurance or taking by eminent domain or condemnation paid with respect to the Equipment remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Permitted Encumbrances” means, and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord’s, warehouseman’s, carrier’s,

worker's, vendor's, mechanic's and materialmen's liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than 60 days from the filing thereof; (c) attachments remaining undischarged for not longer than 60 days from the making thereof; (d) the lien created by the Security Agreement; (e) this Agreement and (f) any lease of the Equipment permitted by Section 8.2(b).

"Project" has the meaning given such term in the preambles to this Agreement.

"Security Agreement" means the Security Agreement, dated as of November 13, 2018, from the City for the benefit of the Lender.

"State" means the State of North Carolina.

**SECTION 1.2. Exhibit.** The following exhibit is attached to, and by reference made a part of, this Agreement:

Exhibit A      Installment Payment Schedule

## ARTICLE II

### REPRESENTATIONS OF THE CITY AND THE LENDER

**SECTION 2.1. Representations, Covenants and Warranties of the City.** The City represents, covenants and warrants to the Lender as follows:

(a) The City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the City to (i) execute and deliver this Agreement and the Security Agreement, (ii) enter into the transactions contemplated thereby and (iii) carry out its obligations thereunder.

(c) The City has duly authorized and executed this Agreement and the Security Agreement in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement or the Security Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Agreement, the Security Agreement and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the City challenging the validity or enforceability of this Agreement, the Security Agreement or any other documents relating hereto and the performance of the City's obligations hereunder and thereunder.

(g) The City is not in violation of any laws or regulations relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the "Patriot Act"). Specifically, the City (i) is not an entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) is not an entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) is not an entity with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) is not an entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) is not an entity that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of persons or entities issued by OFAC pursuant to

the Executive Order at its official website or any replacement website or other replacement official publication of such list. The City does not and will not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any blocked or prohibited person or entity described in the preceding sentence or deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or the Patriot Act.

(h) The Lender has represented to the City that it is entering into this Agreement in evidence of a privately negotiated loan. As such, the City agrees that it will not (i) request the assignment of a rating on this Agreement from any municipal securities rating agency, (ii) register this Agreement with The Depository Trust Company or any other securities depository, (iii) offer this Agreement pursuant to any type of offering document or official statement or (iv) request the assignment of a CUSIP number by Standard & Poor's CUSIP Service for this Agreement. Additionally, the City agrees that it will not file or submit, or permit the filing or submission, of all or any portion of this Agreement or the Deed of Trust with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless this Agreement or the Deed of Trust, or portion thereof, as applicable, to be so filed or submitted (i) has been submitted to the Lender in advance of such filing or submission and (ii) shall have been redacted to the extent required by the Lender in accordance with applicable law.

**SECTION 2.2. Representations, Covenants and Warranties of the Lender.** The Lender represents, covenants and warrants to the City as follows:

(a) The Lender is a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_ and has the requisite power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Lender or any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound.

## ARTICLE III

### PROJECT FUND

**SECTION 3.1. Advancement; Creation of Project Fund.** In consideration of the covenants, warranties and representations contained herein, and in consideration of the City's agreement to repay the moneys advanced hereunder and interest thereon, the Lender hereby agrees to advance to the City at Closing moneys in the aggregate amount of \$962,778 (the "Advancement") to pay the costs of the Project and related Closing Costs. On the date of Closing, the proceeds of the Advancement shall be deposited in a segregated account established with a depository bank or other financial institution selected by the City (the "Project Fund") and shall be applied in accordance with the provisions of this Article.

**SECTION 3.2. Acquisition of Project.** The City shall enter into one or more contracts or purchase orders providing for the acquisition and installation of the Project substantially as described herein.

**SECTION 3.3. Investment.** The City shall invest and reinvest moneys deposited in the Project Fund solely in Investment Obligations as determined by the City from time to time, and investment earnings on the Project Fund shall be retained in the Project Fund pending disbursement in accordance with Section 3.4. The City shall be solely responsible for ascertaining that all proposed investments and reinvestments comply with federal, state and local laws, regulations and ordinances governing investment of funds held pursuant to a loan agreement similar in substance to the arrangement contemplated by this Agreement. Accordingly, the Lender shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to investment or reinvestment of all or a portion of the moneys held in the Project Fund, and the City hereby agrees, to the extent permitted by law, to release and indemnify and hold harmless the Lender from any such liability, cost, expense, loss or claim.

**SECTION 3.4. Disbursements.** Unless the Project Fund is earlier terminated in accordance with the provisions of Section 3.5, the moneys held in the Project Fund shall be used to pay the Closing Costs and the costs of the Project. If the moneys held in the Project Fund and any other moneys provided by the City are insufficient to pay all of the Closing Costs and the costs of the Project, the City shall provide any balance of the funds needed to complete the acquisition and installation of the Project. Any moneys remaining in the Project Fund after completion of the acquisition of the Project may be applied to the Installment Payments next coming due until such time as such moneys are expended or may be applied to prepay in part the outstanding principal component of the Installment Payments, but only in accordance with the terms and provisions of Section 10.1. In the event of such prepayment of principal, the Lender shall provide the City with a new Installment Payment Schedule which reflects the reduced Installment Payments.

If the Project Fund is terminated early in accordance with the provisions of Section 3.5(b) or (c), any moneys remaining in the Project Fund shall be applied by the City to prepay the principal component of the Installment Payments as the same become due and payable.

**SECTION 3.5. Termination.** The Project Fund shall be terminated at the earliest of (a) the final distribution of moneys from the Project Fund, (b) written notice given by the Lender of an event of default by the City under this Agreement or (c) termination of this Agreement.

**SECTION 3.6. Reliance of the Lender on Documents.** The Lender may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lender shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Lender's duties hereunder shall be limited to the receipts of such moneys, instruments or other documents received by it as the Lender, and for the disposition of the same in accordance herewith.

**SECTION 3.7. Disclaimer of the Lender.** The City acknowledges and agrees that the design of the Project has not been made by the Lender, and the Lender has not supplied any plans or specifications with respect thereto and that the Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Project, (b) has not made any recommendation, given any advance nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the City intends therefore, or (iii) is safe in any manner of respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR ANY COMPONENT PART THEREOF TO THE CITY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE CITY OBTAINS FROM THE LENDER PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE CITY, TO PAY THE COST OF ACQUIRING THE PROJECT; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT BEING AGREED THAT ALL RISKS RELATING TO THE PROJECT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE CITY, AND THE BENEFITS OF ANY AND ALL IMPLIED

WARRANTIES AND REPRESENTATIONS OF THE LENDER ARE HEREBY WAIVED BY THE CITY.

## ARTICLE IV

### REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

**SECTION 4.1. Repayment of the Advancement.** (a) The City shall repay the Advancement, with interest, computed at the rate of 3.01% per annum, in installments due at the times and in the amounts set forth in Exhibit A.

(b) All Installment Payments required to be made to the Lender hereunder shall be made to Regions Equipment Finance Corporation in accordance with wire instructions provided by the Lender or as may otherwise be directed by the Lender.

(c) In the event of a Determination of Taxability, the interest rate payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments, taking into account any interest expense deductions lost by the Lender as a direct or indirect result of the City's actions. In addition, the City shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Lender's failure to include the interest portion of the Installment Payments in its gross income for income tax purposes, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Lender shall provide the City with a new Installment Payment Schedule which reflects the new interest rate which will replace the Installment Payment Schedules set forth in Exhibit A.

(d) The City represents that (i) it is a governmental unit with general taxing powers, (ii) the obligations represented by this Agreement do not constitute private activity bonds within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), (iii) 95% or more of the net proceeds advance to the City under this Agreement are to be used for local governmental activities of the City and (iv) the aggregate face amount of all tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Code) issued by the City (and all subordinate entities thereof) during calendar year 2018 does not, and will not, exceed \$10,000,000. The City also represents that it has designated each of the Installment Payments under this Agreement as a "qualified tax-exempt obligation" for the purposes of the Code.

(e) The City agrees to give prompt written notice to the Lender upon the City's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability.

**SECTION 4.2. Budget and Appropriation.** (a) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement or the Security Agreement. Any budget item referred to in this Section shall be deleted from the applicable budget by the City Council only

by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be included within the minutes of the City Council. The City shall furnish the Lender with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement or the Security Agreement. The City shall promptly provide written notice to the Lender of any Event of Nonappropriation.

**(b) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.**

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the City's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

**SECTION 4.3. Security Agreement.** In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the City will execute and deliver the Security Agreement simultaneously with the execution and delivery of this Agreement granting to the Lender a security interest in the Equipment.

**SECTION 4.4. No Set-Off, Recoupment, Etc.** Subject to Section 4.2 and the Enforcement Limitation, the obligation of the City to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the City will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the City may have against the Lender.

**ARTICLE V**  
**INSURANCE**

**SECTION 5.1. Insurance.** (a) The City shall, during the term of this Agreement and at all times before all Installment Payments have been paid, continuously insure the Equipment, or cause the Equipment to be insured, against loss or damage to any portion of the Equipment with a value in excess of \$25,000 by fire and all other risks covered by the standard extended coverage endorsement then in use in the State in an amount equal to 100% of the actual cash value of such Equipment (subject to a deductible clause not to exceed \$50,000 for any one loss), paying as the same become due all premiums in respect thereof. The policy providing for such insurance shall name the Lender as loss payee. In addition the City shall (i) maintain a comprehensive general liability policy or policies in protection of the City, its officers, agents and employees, which policy or policies shall cover such losses and shall have such deductible amounts as shall be satisfactory to the City and shall name the Bank as an additional insured and (ii) maintain workers' compensation insurance to insure its employees against liability for workers' compensation under the laws of the State.

(b) Notwithstanding the foregoing, in lieu of obtaining the policies of insurance required by this Section, the City may adopt alternative risk management programs which it determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other institutions, to participate in programs of captive insurance companies, to participate with other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the City. In addition, any insurance coverage pursuant to this Section may also be pursuant to a program whereby the City self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Section.

(c) The insurance coverage required under this Section may be maintained under a blanket policy covering other properties of the City.

(d) The City shall cause to be delivered to the Lender annually on or about July 1 of each year a certificate or other evidence showing that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect.

(e) The City shall cooperate fully with the Lender in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section.

**SECTION 5.2. Damage and Destruction.** If at any time before all Installment Payments have been paid, the Equipment is damaged or destroyed by fire, flood, windstorm or other casualty, the City shall cause the Net Proceeds from insurance, or an amount equal thereto, to be used for the repair, restoration or replacement of the Equipment or to the prepayment of the principal components of the Installment Payments as provided in Article VI. In the case of any damage to or destruction of the Equipment exceeding \$100,000 in any Fiscal Year, the City shall give prompt written notice thereof to the Lender. All equipment, machinery or other personal property so acquired from such Net Proceeds pursuant to this Section shall be purchased free of

all liens and encumbrances, other than Permitted Encumbrances, and shall become a part of the Equipment, subject to the security interest created by the Security Agreement.

## ARTICLE VI

### DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

**SECTION 6.1. Obligation of the City to Repair and Replace the Equipment.** Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2 and Section 10.1, the City shall cause the Net Proceeds of any insurance policies in excess of \$100,000 to be deposited in a separate fund maintained by the City with the Lender or its designee. Except as set forth in Section 6.2, all Net Proceeds so deposited shall be applied to the prompt repair, restoration or replacement of the Equipment and shall be disbursed upon receipt of requisitions in the same manner specified in Section 3.4 for disbursements from the Project Fund. The Lender shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the City, subject to the Security Agreement and Permitted Encumbrances, and shall be included as part of the Equipment under this Agreement.

**SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair the Equipment.** (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Equipment, the City may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this subsection, the City shall not be entitled to any reimbursement therefor from the Lender, nor shall the City be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the City elects not to apply the Net Proceeds to the repair, restoration or replacement of the Equipment, the City may apply the Net Proceeds of such insurance policies, together with any other available funds of the City, to the prepayment in whole of the principal component of the Installment Payments in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the City.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Lender, the City shall commence the repair, restoration or replacement of the Equipment, or shall apply the Net Proceeds and any other available funds of the City to the prepayment of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, “commence” shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Equipment. In the event that the City shall, after commencing the repair, restoration, modification, improvement or replacement of the Equipment, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the City may, subject to the provisions set forth above, elect to apply the Net Proceeds to the prepayment of the principal components of the Installment Payments under the provisions of Section 10.1.

**SECTION 6.3. Cooperation of the Lender.** The Lender shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Lender or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the other.

## ARTICLE VII

### COVENANTS OF THE CITY

**SECTION 7.1. Access to the Equipment.** The City agrees that the Lender and its agents and employees, shall have the right, at all reasonable times during normal business hours of the City upon the furnishing of reasonable notice to the City under the circumstances, to examine and inspect the Equipment or any portion thereof. The City further agrees that the Lender and the Lender's successors, assigns or designees shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by the City to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Lender any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Lender shall be deemed to impose upon the Lender any duty or obligation to identify any defects in the Equipment or to notify any person with respect thereto.

**SECTION 7.2. Maintenance, Utilities, Taxes and Assessments.** (a) Subject to the Enforcement Limitation, the City shall provide for the repair and replacement of any portion of the Equipment required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the City shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Equipment; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the City shall furnish to the Lender an opinion of counsel acceptable to the Lender to the effect that, by nonpayment of any such items, the interest of the Lender in the Equipment will not be materially endangered and that all or any portion of the Equipment will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

**SECTION 7.3. Modification of the Equipment.** The City shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Equipment if such additions, modifications or improvements are necessary or beneficial for the use of the Equipment. Such additions, modifications and improvements shall not in any way damage any of the Equipment (unless such damage is to be repaired as provided in Section 6.1) or cause the Equipment to be used for purposes other than those authorized under the provisions of law, and the Equipment, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Equipment immediately prior to the making of such additions, modifications and

improvements. All such items, as so modified, shall be subject to the lien of the Security Agreement.

Except for Permitted Encumbrances, the City shall not permit any lien to be established or remain against the Equipment for labor or materials furnished in connection with any additions, modifications or improvements made by the City pursuant to this Section; provided, however, that if any such lien is established, the City may, at its own expense and in its name, in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the City shall furnish to the Lender full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

**SECTION 7.4. Encumbrances.** Except as provided in this Article (including, without limitation, Section 7.3 and this Section), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Equipment, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the City may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Lender with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

**SECTION 7.5. Indemnification of the Lender.** To the fullest extent permitted by law, the City covenants to defend, indemnify and hold harmless the Lender and its officers, directors, members, employees and agents (collectively, the “Indemnified Party”) against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement or the Security Agreement and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Agreement or the Security Agreement. In particular, without limitation, the City shall and hereby agrees, to the fullest extent permitted by law, to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the City in the performance of any of its obligations under this Agreement or the Security Agreement.

## ARTICLE VIII

### ASSIGNMENT, LEASING AND AMENDMENT

**SECTION 8.1. Assignment by the Lender.** The Lender may, at any time and from time to time, assign to any bank, insurance company or similar financial institution all or any part of its interest in the Equipment or this Agreement, including, without limitation, the Lender's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution. The City agrees that this Agreement may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign either the entire pool or any partial interest herein. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Equipment or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The City covenants and agrees with the Lender and each subsequent assignee of the Lender to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The City hereby appoints the Lender as its agent for the purpose of maintaining any written record in connection with an assignment under this Section, and the Lender hereby accepts such appointment. The City agrees to execute any document reasonably required by the Lender in connection with any assignment. Notwithstanding any assignment by the Lender of its interest in this Agreement, the City shall not be obligated to provide any financial or other information to any assignee of the Lender except as set forth in Section 7.6.

After the giving of notice described above to the City, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights in this Agreement will contain a statement to the effect that the City has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the City and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the City shall have expressly approved the use of such disclosure document.

**SECTION 8.2. Assignment and Lease by the City.** (a) This Agreement may not be assigned by the City.

(b) The City may lease all or any portion of the Equipment, subject to each of the following conditions:

(i) the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(ii) the City shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Lender, a true and complete copy of the form of such lease;

(iii) the Lender shall have received evidence satisfactory to the Lender that such lease is subordinate in all respects to the lien of the Security Agreement; and

(iv) the lease by the City shall not cause the Equipment to be used for a purpose other than a governmental or proprietary function of the City authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments to be includable in gross income of the Lender for federal income tax purposes.

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 9.1. Events of Default Defined.** The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the City to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a), (b) or (c) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Lender; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(d) The City becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the City) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the City.

(e) The occurrence of an “Event of Default” under the Security Agreement as defined therein.

(f) Any warranty, representation or statement made by the City herein or in the Security Agreement or any other document executed and delivered by the City in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

**SECTION 9.2. Remedies on Default.** Upon the occurrence of any event of default under Section 9.1, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Security Agreement, including sale of the Equipment, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Agreement or to recover for the breach thereof.

**NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE LENDER OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.**

**SECTION 9.3. No Remedy Exclusive.** No remedy conferred herein upon or reserved to the Lender is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

**SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses.** In the event the City should default under any of the provisions hereof and the Lender should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will pay on demand to the Lender, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Lender. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

**SECTION 9.5. No Additional Waiver Implied by One Waiver.** In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

**ARTICLE X**

**PREPAYMENT OF INSTALLMENT PAYMENTS**

**SECTION 10.1. Prepayment of Installment Payments.** (a) Upon at least 30 days' prior written notice to the Lender (unless otherwise waived by the Lender), the City may prepay, in whole, the outstanding principal component of the Installment Payments on any date at the following prepayment prices (expressed as a percentage of the principal component of the Installment Payments to be prepaid), plus accrued interest thereon to the prepayment date:

<u>Prepayment Period (Inclusive)</u>	<u>Prepayment Price</u>
November 13, 2018 to November 12, 2019	103%
November 13, 2019 to November 12, 2020	102
November 13, 2020 to November 12, 2021	101
November 13, 2021 and thereafter	100

(b) Notwithstanding the provisions set forth in subsection (a) of this Section, upon (i) a Determination of Taxability or (ii) damage, destruction or taking by eminent domain of the Equipment in excess of 50% of the insured value thereof, and upon at least 30 days' prior written notice to the Lender (unless otherwise waived by the Lender), the City may prepay in whole or in part the outstanding principal component of the Installment Payments on any date at a prepayment price equal to 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest thereon to the prepayment date.

## ARTICLE XI

### MISCELLANEOUS

**SECTION 11.1. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the City:

City of Greenville, North Carolina  
200 West Fifth Street  
Greenville, North Carolina 27834  
Attention: Director of Financial Services

If to the Lender:

Regions Equipment Finance Corporation  
150 4<sup>th</sup> Avenue North  
Nashville, Tennessee 37219  
Attention: Mark A. Jannetty, Senior Vice President

The City and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**SECTION 11.2. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the City and the Lender and their respective successors and assigns. Whenever in this Agreement either the City or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**SECTION 11.3. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 11.4. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 11.5. Commitment Letter.** The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Lender. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

**SECTION 11.6. Applicable Law.** This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

**SECTION 11.7. E-Verify.** The Lender hereby certifies that the Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender shall require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

**SECTION 11.8. Role of Lender.** The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Agreement and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Agreement, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the City has been informed that it should discuss this Agreement and any such other information, materials or communications with any and all internal and external advisors and experts that the City, respectively, deems appropriate before acting on this Agreement or any such other information, materials or communications.

(signatures to follow)

IN WITNESS WHEREOF, the City and the Lender have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

REGIONS EQUIPMENT FINANCE  
CORPORATION

By: \_\_\_\_\_  
Senior Vice President

**EXHIBIT A**

**INSTALLMENT PAYMENT SCHEDULE**

<u>Installment Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
October 1, 2019	\$ 86,054.00	\$25,598.66	\$ 11,652.66
April 1, 2020	86,055.00	13,194.70	99,249.70
October 1, 2020	94,261.00	11,899.57	106,160.57
April 1, 2021	94,261.00	10,480.94	104,741.94
October 1, 2021	97,120.00	9,062.31	106,182.31
April 1, 2022	97,120.00	7,600.66	104,720.66
October 1, 2022	100,066.00	6,139.00	106,205.00
April 1, 2023	100,065.00	4,633.01	104,698.01
October 1, 2023	207,776.00	3,127.03	210,903.03

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of November 13, 2018 (the "Security Agreement"), is made by the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and existing under the Constitution and laws of the State of North Carolina (the "City"), for the benefit of REGIONS EQUIPMENT FINANCE CORPORATION, a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_ (the "Lender"), or any successor and assign, being hereinafter referred to as the "Secured Party,"

### WITNESSETH:

WHEREAS, the City has entered into an Installment Financing Agreement, of even date herewith (the "Agreement"), with the Lender, whereby the Lender has agreed to advance funds to the City in the principal amount of \$962,778 to (a) pay the costs of the Project (as defined in the Agreement) and (b) pay certain related financing costs, and the City has agreed to repay the funds advanced to the City with interest in installments due at the times and in the amounts set forth in the Agreement (the "Installment Payments"), the final Installment Payment being due on October 1, 2023;

WHEREAS, the City desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the performance by the City of all of its other obligations under the Agreement, (c) the payment of any and all other indebtedness which this Security Agreement by its terms secures and (d) the performance by the City of the covenants and agreements contained in this Security Agreement by granting to the Secured Party a security interest in the Collateral (hereinafter defined);

NOW, THEREFORE, in order to induce the Lender to make the advancement under the Agreement, and in consideration of the benefits to accrue to the City by reason thereof, and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

Section 1. Uniform Commercial Code Security Agreement. The City hereby grants to the Secured Party, as security for the payment of all Installment Payments under the Agreement and the performance by the City of all of its other obligations under the Agreement and this Security Agreement, a security interest in (a) all of the Equipment (as defined in the Agreement) financed by the City from the amounts advanced to the City pursuant to the Agreement, as more particularly described in Exhibit A hereto, including any additions, substitutions and replacements thereof or thereto as permitted by the Agreement, and all proceeds (cash and non-cash), including the proceeds of insurance and (b) the Project Fund (as defined in the Agreement), all sums contained therein, any investment of funds in the Project Fund and all products and proceeds thereof (collectively, the "Collateral"). To the extent that the Equipment actually purchased by the City is inconsistent with the description of the Equipment included in Exhibit A hereto, the Secured Party shall cause Exhibit A hereto to be modified as necessary to properly reflect the actual Equipment acquired by the City with the amounts advanced under the Agreement and shall provide a copy thereof to the City.

The City shall execute, deliver and file, or cause to be filed, in such place or places as may be required by the Secured Party, Uniform Commercial Code financing statements (including any continuation statements or amendments thereto required to be filed to continue the perfection of the security interest granted hereby) in such form as is required to perfect and continue the perfection of the security interest hereby granted in the Collateral.

The City further agrees to provide the Lender with any additional information requested by the Secured Party necessary to identify the particular Equipment and to provide such identification markings on the Equipment, in form satisfactory to the Secured Party, as the Secured Party deems necessary or appropriate to give notice of the Secured Party's security interest in the Equipment, and upon assignment, the interest of any assignee of the Secured Party in the Equipment.

To the extent permitted by law, the Equipment is and shall at all times remain personal property, whether or not affixed to or installed upon real property, and none of the Equipment shall constitute fixtures within the meaning of the Uniform Commercial Code, as adopted by the State of North Carolina (the "UCC").

Section 2. Grant of Licenses; Collateral Assignment. The City is the owner of certain real property easements, rights of way and other interests and rights in real property where all or a portion of the Equipment may be located. To the fullest extent permitted by law, the City hereby grants to the Secured Party such licenses or other rights or privileges as may be necessary or desirable for the Secured Party, or its agents, to enter in or upon such property where the Equipment is located for the purpose of exercising its rights hereunder. The City grants these licenses in connection with the other property interests granted hereunder to the Secured Party, with the intent that such licenses qualify as licenses coupled with an interest so as to be irrevocable.

Section 3. Representations, Warranties and Covenants. The City hereby represents, warrants and covenants as follows:

(a) The City is and shall continue to be the absolute owner of the Collateral, free and clear of all encumbrances and security interests, other than Permitted Encumbrances (as defined in the Agreement).

(b) The City shall not sell, transfer, exchange, lease, mortgage, encumber, pledge or otherwise dispose of all or any part of the Collateral, except as provided in the Agreement and this Security Agreement.

(c) The City shall execute and deliver to the Secured Party concurrently with the execution and delivery of this Security Agreement and upon the request of the Secured Party from time to time thereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby.

Section 4. Events of Default and Remedies of Secured Party. (a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby; or

(ii) failure by the City to observe and perform any warranty, covenant, condition or agreement on the part of the City under this Security Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Secured Party unless the Secured Party shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued; or

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Security Agreement is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against the Collateral and such lien, charge or encumbrance would be prior to the lien of this Security Agreement;

then and in any of such events (hereinafter referred to as an “Event of Default”), all payments under the Agreement may become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default, the Secured Party may proceed against the Collateral as provided in and in accordance with the applicable provisions of the UCC. Subject to any limitations imposed by the applicable provisions of the UCC, the Secured Party may sell, lease, or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash or on credit, as a whole or in part, and the Secured Party may at such sale or sales purchase the Collateral or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Secured Party incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Secured Party in the manner provided in the Agreement. Further, the Secured Party may require the City to assemble the Collateral and make the Collateral reasonably available to the Secured Party at one or more places to be designated by the Secured Party which are reasonably convenient to the City and the Secured Party, and the Secured Party may take possession of the Collateral and hold, prepare for sale, lease or otherwise dispose of the Collateral. Any required notice by the Secured Party of the sale or other disposition or default, when mailed to the City at its address set forth herein, shall constitute reasonable notice to the City. In addition to, but not in limitation of, any of the foregoing, the Secured Party may exercise any or all of the rights and remedies afforded to the Secured Party by the provisions of the UCC or otherwise afforded to the Secured Party under this Security Agreement, with all such rights and remedies being cumulative and not alternative, and the City agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys’ fees and legal expenses which may be incurred by the Secured Party subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended and as may be

amended from time to time. No failure or delay in exercising any option, right or remedy shall be deemed a waiver thereon or a waiver of any Event of Default.

**NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE SECURED PARTY OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER OR UNDER THE AGREEMENT WHEN THE SALE OF ALL OR ANY PORTION OF THE COLLATERAL IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER OR UNDER THE AGREEMENT.**

Section 5. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by first-class, registered or certified mail, postage prepaid, addressed as follows:

If to the City:

City of Greenville, North Carolina  
200 West Fifth Street  
Greenville, North Carolina 27834  
Attention: Director of Financial Services

If to the Lender:

Regions Equipment Finance Corporation  
150 4<sup>th</sup> Avenue North  
Nashville, Tennessee 37219  
Attention: Mark A. Jannetty, Senior Vice President

The City and the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Successors and Assigns. This Security Agreement shall bind the City and its successors and assigns and shall inure to the benefit of and be enforceable by the Secured Party and its successors and assigns.

(c) Applicable Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(d) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole

or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City has caused this Security Agreement to be executed, sealed and attested in its name by its duly authorized officers, all as of the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

DESCRIPTION OF THE EQUIPMENT

The Equipment consists of all equipment acquired by the City from the proceeds of the amounts advanced to the City pursuant to the Agreement, including, without limitation, the following (but only to the extent such equipment is acquired by the City from the proceeds of the amounts advanced to the City pursuant to the Agreement):

<u>No.</u>	<u>Description</u>
2	UCS Blade Server - \$69,731
2	Storage for Superior – 8,082
1	Digi Cable/Port Server - 447

**Total: \$78,260**



## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Resolution Authorizing a Free GREAT Ride Program for Veterans with Disabilities

**Explanation:** **Abstract:** Greenville Area Transit (GREAT) services are an important means of transportation for a significant number of veterans in Greenville. These veterans utilize public transit as their means to access healthcare, employment, education and other services. A program to allow disabled veterans to ride the GREAT system for free is proposed.

**Explanation:** Attached for City Council consideration is a resolution authorizing the program and continuing the pilot program which provides free GREAT bus rides for veterans with a valid Veterans Administration ID card.

The Veterans Affairs (VA) office, located in Greenville, requested transportation assistance for disabled veterans. A fare-free pilot program began August 2018 to assess the viability of a fare-free program for disabled veterans within the City of Greenville.

Several other municipalities throughout the State of North Carolina and the United States have implemented free or reduced-fare rides to disabled veterans who have a Veterans Identification Card (VIC) issued through the Department of Veterans Affairs. The program provided fare-free rides to veterans who have the VA issued VIC and are classified as Service Connected, meaning they have a disability directly related to their military service. During the pilot program, the majority of these rides have been to the VA Health Care Center or the Greenville Veterans Center. Both locations can be accessed via Route 2 of the GREAT bus system.

**Fiscal Note:** During the initial stages of the pilot program, there were 1,240 disabled veteran riders. Adult passengers normally pay \$1.00 for a one-way ride on the GREAT bus. The estimated annual cost of this program is about \$5,000.

**Recommendation:** City Council approve a fare-free GREAT ride program for disabled veterans.

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ATTACHMENTS:

▣ **Resolution\_for\_Free\_GREAT\_Rides\_for\_Disabled\_Veterans\_KM\_1092998**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING A FARE-FREE PROGRAM FOR MILITARY VETERANS  
WITH A SERVICE-CONNECTED DISABILITY

WHEREAS, the City of Greenville has supported the needs of our veterans and wishes to improve their quality of life that they have fought to protect for our citizens,

WHEREAS enabling them to access healthcare, employment, education, retail or other services continues the City's support for our veterans;

WHEREAS, the GREAT bus system provides transportation service for the City of Greenville; and,

WHEREAS, the fare-free program will provide transportation service for military veterans with a service-connected disability;

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

1. In honor of Veterans Day, the City Manager is authorized to provide a fare-free ride program for veterans with service-connected disabilities, beginning November 12, 2018;

ADOPTED this the 5th day of November, 2018.

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P.J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

#1092998



## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Municipal Agreement with the North Carolina Department of Transportation for Municipal Participation on the Greenville Urban Area Metropolitan Planning Organization's Travel Demand Model Update and Expansion Project

**Explanation:** **Abstract:** The City of Greenville, as Lead Planning Agency of the Greenville Urban Area Metropolitan Planning Organization (MPO), is federally required to update the Travel Demand Model every five years in preparation for the MPO's federal mandated long-range plan development.

**Explanation:** The Travel Demand Model is a forecasting tool that is utilized by the MPO and its jurisdictional members (Greenville, Winterville, Ayden, Simpson, and Pitt County) to identify and test potential highway and transit improvement projects. Staff will be able to utilize the model to test potential new roads, evaluate network deficiencies, and test proposed improvement projects and evaluate their effects to the overall highway network. The MPO is federally required to update their model every five years to ensure the socio-economic data and network input data are up to date and reflect current network conditions. The model is also utilized to test and plan projects during development of the Metropolitan Transportation Plan (MTP), where the MPO and its members plan and develop all transportation improvement projects on a 25-year planning horizon. The model is also utilized by the North Carolina Department of Transportation (NCDOT) to establish design standards for future projects. Projects currently under construction were built with a design year (year to which the project is designed to function appropriately) of 2040. With completion of the model, NCDOT will begin designing projects to the design year of 2045, utilizing the model forecast outputs such as the future year (2045) congestion and level of service to determine design criteria.

In late 2017, Stantec was contracted by NCDOT to develop the Greenville Urban Area MPO's Travel Demand Model. Since beginning the process, MPO and local jurisdictional staff have spent significant time collecting, mining, and interpreting the data necessary to provide Stantec with all requisite inputs for the model to function properly. Additional data such as traffic counts, household survey data, employment

statistics, and newly incorporated cell phone data were gathered from NCDOT and additional resources. NCDOT also assisted in the update of the highway network layer (to reflect the current highway network within the County) and development of the Transit Network layer, consisting of the GREAT system and ECU Transit System. Each layer is utilized to analyze input data and internally calculate and compress data into forecasted output figures such as future year traffic counts, Level of Service (vehicle counts/road capacity). These outputs provide planners/engineers a baseline of data to develop and design transportation projects in the region.

**Fiscal Note:**

The Greenville Urban Area MPO's cost for this project is \$197,890.23, which will be 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 \$25,148. This funding is within the annual budget for the MPO.

**Recommendation:**

City Council approve the Municipal Agreement with NCDOT for Municipal Participation on the Greenville Urban Area Metropolitan Planning Organization's Travel Demand Model Update and Expansion Project.

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ATTACHMENTS:

- ❑ **Travel Demand Model - Municipal Agreement**

NORTH CAROLINA

**STATE PLANNING AND RESEARCH PROJECT –  
MUNICIPAL PARTICIPATION AGREEMENT**

PITT COUNTY

DATE: 8/30/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: M-0522

AND

WBS Elements: 47433.1.4

CITY OF GREENVILLE

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 collectively referred to herein as the "Parties."

**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 Department proposes to update the travel demand model for Pitt County including the Greenville Metropolitan Planning (MPO) area under Project 47433.1.4, in Pitt County; and,

WHEREAS, the City of Greenville is the Lead Planning Agency for the Greenville MPO and will act as the fiscal agent for 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 delivery 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 the development of an updated travel demand model for Pitt County including the Greenville MPO area. This project involves developing a new travel demand model with a base year of 2016 and a horizon year of 2045. The Department is responsible for administering the project and shall provide the final model to the Municipality and the MPO.

## **COSTS AND FUNDING**

2. The cost for the Project is \$242,810.10. The Department will participate in 18.5% of the costs, up to \$44,919.87 and the Municipality shall participate in the remaining 81.5% of the cost, or \$197,890.23. The Municipality shall submit a check for \$197,890.23 upon partial execution of this Agreement. This shall be considered full and complete payment for this Agreement.
3. 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**

4. 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.
5. 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.
6. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
7. 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.

8. 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.
9. 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.
10. 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 duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF GREENVILLE  
BY: \_\_\_\_\_ BY: \_\_\_\_\_

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

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

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: \_\_\_\_\_

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.

\_\_\_\_\_ Date: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

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



## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Resolution declaring a 2005 Zoll Cardiac Monitor as surplus and authorizing its disposition to the Red Oak Community Rural Fire Department

**Explanation:** **Abstract:** The Greenville Fire/Rescue Department has determined that a 2005 Zoll Cardiac Monitor, which has been replaced with a newer model, is no longer needed and can be declared as surplus. The Department recommends selling the surplus monitor for \$1 to the Red Oak Community Rural Fire Department, which has a need for this type of cardiac monitor.

**Explanation:** The Fire/Rescue Department has determined that a 2005 Zoll Cardiac Monitor is no longer needed and can be declared as surplus. The department has already replaced this monitor with a newer version cardiac monitor.

The Red Oak Community Rural Fire Department has an unmet need for a cardiac monitor of this type to assist in providing first responder emergency medical service in their response area, which borders the southwest portion of the city. An Automatic Aid Agreement exists between the City of Greenville and the Red Oak Community Rural Fire Department. Allowing the disposition of Greenville's surplus cardiac monitor to the Red Oak Community Rural Fire Department would enhance emergency medical response capabilities in their response district and areas within the city in which they provide assistance.

**Fiscal Note:** If the surplus unit was sold via the normal disposition method on Govdeals.com, staff anticipates it would bring about \$2,000 in revenue.

**Recommendation:** Approve the resolution declaring a 2005 Zoll Cardiac Monitor as surplus and authorizing its disposition to the Red Oak Community Rural Fire Department.

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ATTACHMENTS:

- ▣ **Surplus\_Zoll\_Monitor\_to\_Red\_Oak\_FD\_1090941**

RESOLUTION NO.  
RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS  
AND AUTHORIZING ITS DISPOSITION  
TO THE RED OAK COMMUNITY RURAL FIRE DEPARTMENT

WHEREAS, the Greenville Fire/Rescue Department has determined that certain property is surplus to the needs of the City of Greenville;

WHEREAS, the Red Oak Community Rural Fire Department will put this property to use in areas abutting the southwest portion of the City of Greenville to enhance their lifesaving capabilities, and this equipment will also be utilized when providing automatic and mutual aid responses in the City of Greenville; and

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be conveyed to the Red Oak Community Rural Fire Department for one dollar (\$1.00), said property being described as follows:

One 2005 Zoll Cardiac Monitor SN:T05C69096

This the 5<sup>th</sup> day of November, 2018.

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P.J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk

#1090941



# City of Greenville, North Carolina

**Meeting Date: 11/5/2018**  
**Time: 6:00 PM**

**Title of Item:** Report on Bids and Contracts Awarded

**Explanation:** **Abstract:** The Director of Financial Services reports that bids and/or contracts over a certain dollar threshold were awarded in July and August by the Financial Services Manager and City Manager.

**Explanation:** The Director of Financial Services reports that the following bids and/or contracts were awarded during the months of July and August. There are no awards to report during the month of September.

Date Awarded	Description	Vendor PO Number	Amount	MWBE Vendor?	Does Local Preference Apply?
7/5/2018	City Hall Elevator Improvements	Southern Elevator Company PO# 19000006	\$163,711.00	No	No
7/17/2018	Fire Rescue Station #3 Parking Lot Improvements	Farrior & Sons PO# 19000028	\$169,750.00	No	No
7/24/2018	Various shelter roof replacements	DLT Roofing PO# 19000032	\$64,656.00	No	No
7/24/2018	H. Boyd Lee Park playground equipment	Miracle Recreation Equipment PO# 19000033	\$115,189.50	No	No
		NOTE: Cooperative Contract			

7/26/2018	Elm Street Park playground equipment	No Fault Sport Group PO# 19000038	\$83,108.00	No	No
		NOTE: Cooperative Contract			
7/26/2018	Ammunition for Police	Lawmen's Distribution PO# 19000041	\$67,533.90	No	No
		NOTE: State Contract			
8/1/2018	Evans Park New Tennis Courts	Outer Banks Tennis Contractors PO# 19000057	\$230,258.94	No	No
8/27/2018	Guy Smith Stadium Exterior Painting	A&A of NC DBA Diamond Touch Construction PO# 19000101	\$57,312.00	No	No

**Fiscal Note:** Funding for the bids and contracts awarded is included in the City of Greenville's 2018-2019 budget ordinance.

**Recommendation:** That award information be reflected in the City Council minutes.

**ATTACHMENTS:**

- ☐ **PO# 19000006**
- ☐ **PO# 19000028**
- ☐ **PO# 19000032**
- ☐ **PO# 19000057**
- ☐ **PO# 19000101**

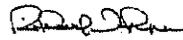
# BID TABULATION



<b>Client / Facility:</b>	City of Greenville	<b>TEG Project No.:</b>	20170204
<b>Project Name:</b>	City of Greenville City Hall Elevator Improvements	<b>Client Project No.:</b>	
		<b>Report Date:</b>	March 21, 2018

Bidder	License Number	Bid Bond	Power of Attorney	Contr ref form	Contr info form	MWBE forms				Base Bid		
Southern Elevator Company, Inc	03057/00-SP-EL	yes	yes	yes	yes	yes				\$163,711.00		
Oracle Elevator Company	SP-EL-32061	yes	yes	yes	yes	yes				\$224,370.00		

The above tabulation represents the bids received on 3-15-18 at 2:00 pm

Signed   
 Richard Johnson AIA - Project Architect - The East Group

**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Public Works Department

<b>Project Name:</b>	Fire Rescue 3 Concrete Parking Lot Improvement	
<b>Opening Location:</b>	2400 S Charles Blvd	24-May-18

Contractor Name	Base Bid	Add 1	Add 2	Total
Sascorp/Superior Concrete	\$156,360.00	\$11,668.00		\$168,028.00
Farrior & Sons	\$169,750.00	\$15,170.00		\$184,920.00
Charles Hughes Construction	\$194,491.00	\$10,350.00		\$204,841.00
Meridian Design	\$215,433.45	\$19,276.04		\$234,709.49
Carolina Earth Movers	\$297,010.00	\$15,674.00		\$312,684.00

Ross Peterson, Building Facilities Coordinator

Sascorp is non-responsive as the company did not register as attending the mandatory pre-bid meeting. Furthermore, the MWBE documentation provided does not demonstrate an adequate Good Faith Effort to meet the City's MWBE participation goal. The MWBE Coordinator was unable to award any points towards the requisite 50 that are required to meet good faith effort. Based on these two findings, Sascorp's bid is non-responsive and must be rejected.



RECREATION AND PARKS

**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Recreation and Parks Department**

<b>Project Name:</b>	Various Shelter Roof Replacements	<b>Project No.</b>	PC-0046
<b>Opening Location:</b>	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	<b>Bid Opening Date:</b>	Tuesday, July 17, 2018 10:00 AM

Contractor Name	H. Boyd Lee Park	Elm Street Park	River Park North	Total Bid Amount
DLT Roofing	\$17,535.00	\$23,172.00	\$23,949.00	\$64,656.00
Chance & Smith Builders	\$10,290.00	\$29,895.00	\$25,965.00	\$66,150.00
Four other contractors were invited to submit a bid but did not do so.				

Certified by: Mike Watson

Mike Watson, Parks Coordinator

COG 1025367 v33



RECREATION AND PARKS

**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Recreation and Parks Department

<b>Project Name:</b>	Evans Park New Tennis Courts	<b>Project No.</b>	PC-0027
<b>Opening Location:</b>	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	<b>Bid Opening Date:</b>	Friday, June 29, 2018 10:00 AM

Contractor Name	Attend Pre-Bid Meeting	Bid Amount	Unit Price Install Quick Start Lines	Unit Price Install Pickleball Lines
Outerbanks Tennis Contractors	Yes	\$229,158.94	\$275.00	\$275.00
NorthState Resurfacing	Yes	No Bid - Sent email on 6/27/18 said that they will not be placing a bid.	----	----
Advantage Sports Inc	Yes	No Bid - Sent email on 6/28/18 said that they will not be placing a bid.	----	----

Certified by: Mike Watson

Mike Watson, Parks Coordinator

COG 1025367 v31



RECREATION AND PARKS

**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Recreation and Parks Department

<b>Project Name:</b>	Guy Smith Stadium Exterior Painting	<b>Project No.</b>	PC-0047
<b>Opening Location:</b>	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	<b>Bid Opening Date:</b>	Tuesday, August 21, 2018 10:00 AM

Contractor Name	Mandatory Pre-Bid & Site Visit	Bid Amount
Chance & Smith Builders	Yes	<b>\$148,000.00</b>
Diamond Touch Construction	Yes	<b>\$57,312.00</b>
W.W. Enourghty & Sons Inc	No	<b>Non Responsive - Did not open</b>

Certified By: Mike Watson  
 Mike Watson, Parks Coordinator

COG 1025367 v36



City of Greenville,  
North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**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:

<b><u>Payee</u></b>	<b><u>Adjustment Refunds</u></b>	<b><u>Amount</u></b>
Lidl US Operations, LLC	Registered Property Taxes	\$578.66
Ortiz, Anastacio	Registered Property Taxes	\$136.28
Scanlon, Joseph A., Trustee	Registered Property Taxes	\$397.62
	<b>REFUNDS TOTAL:</b>	<b>\$1,112.56</b>

**Fiscal Note:** The total to be refunded is \$1,112.56.

**Recommendation:** Approval of tax refunds by City Council.

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## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Presentations by Boards and Commissions:

- a. Investment Advisory Committee
- b. Police Community Relations Committee
- c. Pitt-Greenville Airport Authority

**Explanation:** The Investment Advisory Committee, Police Community Relations Committee, and Pitt-Greenville Airport Authority are scheduled to make their annual presentations to City Council.

**Fiscal Note:** No direct cost

**Recommendation:** Hear the presentations from the Investment Advisory Committee, Police Community Relations Committee, and Pitt-Greenville Airport Authority

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## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Award of banking services contract to First Bank

**Explanation:** **Abstract:** A Request for Proposals for banking services was issued in July, and five banks submitted proposals. After a thorough review of the proposals, City staff recommends awarding the contract for banking services to First Bank, with an effective date of February 1, 2019.

**Explanation:** The City of Greenville Financial Services Department issued a Request for Proposals (RFP) on July 20, 2018, for banking services. Five banks submitted responses to the RFP -- Wells Fargo, First Bank, Southern Bank, First Citizens, and Crescom Bank. All proposals were reviewed by a Staff Selection Committee, which was comprised of the Director of Financial Services and two Financial Services Managers.

Prior to conducting interviews, the Selection Committee developed a scoring rubric that allowed Selection Committee members to score each bank across a variety of weighted categories. Each bank's proposal was evaluated using the following categories:

- 1) Customer Service
- 2) Pricing
- 3) Financial Stability
- 4) References
- 5) Technology
- 6) Overall Banking
- 7) Community Involvement

The Selection Committee conducted interviews over the course of two days and after much deliberation the committee came to a consensus on scoring for all five banks. The committee selected the top two banks, upon scoring all five banking firms, for a more in depth examination. The top two banks were Wells Fargo Bank and First Bank. The Selection Committee focused primarily on two criteria for the finalists: the

ability of the banks to meet the needs of the City and the cost of banking for the City. Although both banks were able to adequately fulfill the core banking needs of the City and each had experience with governmental clients, it was determined that Wells Fargo had more experience dealing with governmental clients and its needs. Both banks charged a similar amount for services, but there was a clear gap related to interest earnings and the Earnings Credit Rate (ECR). First Bank offered an ECR at 1.75% and an interest rate at 1.9%. First Bank increased their interest rate to 2.05% due to market conditions. This change was not initiated by any action of the City. Wells Fargo offered only an ECR at 0.9%. As a result, the Selection Committee determined that First Bank's offer would allow the City to fully offset the banking fees and earn additional money for the City through interest.

The Selection Committee presented their recommendation to the Investment Advisory Committee on October 17, 2018 and although the no action was made, the committee did express support for the Selection Committee's recommendation.

Attached is a Banking Services RFP Response Summary that shows some of the findings that resulted from the written responses and oral interviews. The Selection Committee recommends First Bank be awarded the banking services contract to provide services to the City of Greenville for the next three years, with an optional two-year extension.

**Fiscal Note:**

The fees for the services provided by First Bank are based on the City's banking activity and offset by compensated balances that are maintained in the City's operating account.

**Recommendation:**

Award the banking services contract to First Bank to provide the City's banking services for a three-year term effective February 1, 2019.

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ATTACHMENTS:

☐ **Banking\_Finalist\_Comparison\_1092015**

**Banking Finalists Comparison**  
**9/26/2018**

	<b>First Bank</b>	<b>Wells Fargo</b>
<b>Customer Service</b>	<ul style="list-style-type: none"> <li>-Dedicated business support team</li> <li>-Points of contact in Greenville</li> <li>-Branch in Greenville for deposits</li> </ul>	<ul style="list-style-type: none"> <li>-Dedicated governmental banking line of business</li> <li>-Points of contact are not located in Greenville, but always available</li> <li>-3 branches in Greenville for deposit</li> </ul>
<b>Pricing</b>	<ul style="list-style-type: none"> <li>Service Cost - \$5,951.11</li> <li>Earning Credit Rate - 1.75%</li> <li>Interest Rate on Balances - 1.90%</li> </ul>	<ul style="list-style-type: none"> <li>Service Cost - \$5,860.66</li> <li>Earning Credit Rate - 0.9%</li> <li>Interest Rate on Balances - 0.0%</li> </ul>
<b>Financial Stability</b>	<ul style="list-style-type: none"> <li>-Rated 5 stars by Bauer Financial</li> <li>-Outperform Rating by Raymond James (expected to appreciate and outperform the S&amp;P 500 over the next 12-18 months)</li> <li>-2 mergers in the past year, but stated there was nothing planned in the immediate future</li> </ul>	<ul style="list-style-type: none"> <li>-One of the largest banking institutions in the Country</li> <li>-Consistently high debt ratings</li> </ul>
<b>References</b>	<ul style="list-style-type: none"> <li>-One municipal government, population 35,000, \$45,000,000 budget</li> <li>-One County government, 88,000 population, \$92 million budget</li> </ul>	<ul style="list-style-type: none"> <li>-Two municipal governments, 350,000 population and 850,000 population, both considerably larger budgets than Greenville</li> <li>-One County, Located in Eastern North Carolina</li> </ul>
<b>Technology</b>	<ul style="list-style-type: none"> <li>-Has the ability to meet the needs of the City</li> <li>-Did not have a procurement card program (We would use the State Contract for procurement cards)</li> </ul>	<ul style="list-style-type: none"> <li>-Has the ability to meet the needs of the City</li> <li>-Current banking partner, no issues with service or availability</li> </ul>
<b>Overall Banking</b>	<ul style="list-style-type: none"> <li>-Offers an attractive package to offset banking fees and earn interest, which would generate roughly \$100,000 per year in revenue for the City (Total amount of the banking fees would be offset)</li> <li>-Concerns over only one branch in town</li> <li>-Community Bank that is considerably smaller than Bank 2</li> </ul>	<ul style="list-style-type: none"> <li>-Less attractive earning credit rate than Bank 1</li> <li>-Expect the service to Cost roughly \$50,000 per year</li> <li>-City is comfortable Bank 2 can meet our needs, as they are well-established working with large government clients, including Greenville</li> </ul>
<b>Community Involvement</b>	<ul style="list-style-type: none"> <li>-Works with Local non-profits</li> <li>-Does not have any specific programs geared toward MWBE</li> </ul>	<ul style="list-style-type: none"> <li>-Large corporate sponsor of many City events (Freeboot Friday)</li> <li>-Works with and supports many local non-profits</li> </ul>



## City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Discussion of Crosswalk and Pedestrian Safety

**Explanation:** Council Member Will Bell requested an item be added to the City Council agenda to discuss crosswalk and pedestrian safety, specifically in terms of what the City has done to improve crosswalk and pedestrian safety and what more can be done. City staff will be prepared to discuss various initiatives, such as high visibility pedestrian crossings, delineator development initiative, installation of speed cushions, and others.

**Fiscal Note:** No direct cost to discuss the issue. Costs associated with implementation of the different initiatives varies.

**Recommendation:** Discuss the issue as requested by Council Member Bell

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City of Greenville,  
North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Discussion of Uptown Safety

**Explanation:** Council Member Will Bell requested an item be added to the City Council agenda to discuss uptown safety, specifically in terms of what the City has done to improve safety in the uptown area and what more can be done.

**Fiscal Note:** No direct cost to discuss the issue

**Recommendation:** Discuss the issue as requested by Council Member Will Bell

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# City of Greenville, North Carolina

Meeting Date: 11/5/2018  
Time: 6:00 PM

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**Title of Item:** Discussion of Dumpster Placement/Facades

**Explanation:** Council Member Will Bell requested an item be added to the agenda to discuss dumpster placement/facades, due to concerns expressed to him over the look, health, and overall safety issues of a number of dumpsters.

**Fiscal Note:** No direct cost

**Recommendation:** Discuss the issue as requested by Council Member Bell.

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# City of Greenville, North Carolina

**Meeting Date: 11/5/2018**  
**Time: 6:00 PM**

**Title of Item:** Budget ordinance amendment #4 to the 2018-2019 City of Greenville budget (Ordinance #18-038), the Capital Projects Funds (Ordinance #17-024), and an ordinance establishing the Red Light Camera Program Fund

**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. In addition, the Red Light Camera Program Fund is being established.

**Explanation:** Attached for consideration at the November 5, 2018, City Council meeting are an ordinance amending the 2018-2019 City of Greenville budget (Ordinance #18-038) and an ordinance establishing the Red Light Camera Program Fund.

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To move funds from City Manager's Office - Administrative to Financial Services to cover costs associated with Financial Analyst	General	\$ -
B	To move funds from PD to Police Capital Project funds to cover the costs associated with any final support needs for Superior CAD & RMS Platform	General PD Cap	\$184,676
C	To carry forward Facilities Improvement Projects that were not completed in 2017-18	FIP	\$1,960,765
D	To appropriate fund balance within the Stormwater Utility Fund and move to the Town Creek Culvert project. This funding will cover the closing fee associated with the Clean Water State Revolving Loan Fund.	SW Fund Enterprise Cap Proj	\$385,592

E An ordinance establishing the Red Light Camera Program Fund. Red Light Cams \$1,300,000

**Fiscal Note:**

The budget ordinance amendment affects the following funds:

	2018-19 Revised <u>Budget</u>	<u>Amend #4</u>	2018-19 Budget per <u>Amend #4</u>
<u>Fund Balance</u>			
General	\$ 85,112,729	\$ -	\$ 85,112,729
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	385,592	6,267,592
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	1,960,765	3,620,765
Capital Reserve	740,000	-	740,000
Rec & Parks Cap Projects	9,315,712	-	9,315,712
Greenway Capital Projects	2,983,857	-	2,983,857
Public Works Cap Projects	52,077,944	-	52,077,944
Special Revenue Grants	7,718,575	-	7,718,575
Police Capital Projects	6,776,490	-	6,776,490
Community Dev Cap Projects	18,591,285	-	18,591,285
Enterprise Capital Projects	41,157,388	385,592	41,542,980
Red Light Camera Program		- 1,300,000	1,300,000

**Recommendation:** Approve budget ordinance amendment #4 to the 2018-2019 City of Greenville budget (Ordinance #18-038), and the Capital Projects Funds (Ordinance #17-024). Also approve budget ordinance establishing the Red Light Camera Program Fund.

ATTACHMENTS:

- ▣ **Bud\_Ordinance\_Amend\_\_4\_1092504**
- ▣ **Red\_Light\_Camera\_Program\_1092503**

**ORDINANCE NO. 18-**  
**CITY OF GREENVILLE, NORTH CAROLINA**  
**Ordinance (#4) Amending the 2018-19 Budget (Ordinance #18-038),**  
**and the Capital Projects Funds (Ordinance #17-024),**

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

**Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #18-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	2018-19 Budget per Amend #3	Budget Amendment #4			2018-19 Budget per Amend #4
		A.	B.	Total Amend #4	
<b>ESTIMATED REVENUES</b>					
Property Tax	\$ 33,722,500	\$ -	\$ -	\$ -	\$ 33,722,500
Sales Tax	19,463,690	-	-	-	19,463,690
Video Prog. & Telecom. Service Tax	860,935	-	-	-	860,935
Rental Vehicle Gross Receipts	160,370	-	-	-	160,370
Utilities Franchise Tax	7,000,000	-	-	-	7,000,000
Motor Vehicle Tax	1,508,522	-	-	-	1,508,522
Other Unrestricted Intergov't	886,443	-	-	-	886,443
Powell Bill	2,220,065	-	-	-	2,220,065
Restricted Intergov't Revenues	1,290,682	-	-	-	1,290,682
Licenses, Permits and Fees	4,161,616	-	-	-	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	1,496,668	-	-	-	1,496,668
<b>Total Revenues</b>	<b>\$ 85,112,729</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 85,112,729</b>
<b>APPROPRIATIONS</b>					
Mayor/City Council	\$ 430,586	\$ -	\$ -	\$ -	\$ 430,586
City Manager	2,362,990	(32,247)	-	(32,247)	2,330,743
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	32,247	-	32,247	2,513,669
Recreation & Parks	7,238,246	-	-	-	7,238,246
Police	25,580,807	-	(184,676)	(184,676)	25,396,131
Public Works	10,416,635	-	-	-	10,416,635
Community Development	2,999,958	-	-	-	2,999,958
OPEB	600,000	-	-	-	600,000
Contingency	140,000	-	-	-	140,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	(1,950,887)
Capital Improvements	-	-	-	-	-
<b>Total Appropriations</b>	<b>\$ 72,345,033</b>	<b>\$ -</b>	<b>\$ (184,676)</b>	<b>\$ (184,676)</b>	<b>\$ 72,160,357</b>
<b>OTHER FINANCING SOURCES</b>					
Transfers to Other Funds	\$ 12,767,696	\$ -	\$ 184,676	\$ 184,676	\$ 12,952,372
<b>Total Other Financing Sources</b>	<b>\$ 12,767,696</b>	<b>\$ -</b>	<b>\$ 184,676</b>	<b>\$ 184,676</b>	<b>\$ 12,952,372</b>
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 85,112,729</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 85,112,729</b>

**Section II: 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:**

	<u>2018-19 Revised Budget</u>	<u>B.</u>	<u>Total Amend #4</u>	<u>2018-19 Budget per Amend #4</u>
<b>ESTIMATED REVENUES</b>				
Transfer from General Fund	\$ 734,456	\$ 184,676	\$ 184,676	\$ 919,132
Transfer from Other Funds	3,559,000	-	-	3,559,000
Financing Proceeds	2,483,034	(184,676)	(184,676)	2,298,358
<b>Total Revenues</b>	<u>\$ 6,776,490</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,776,490</u>
<b>APPROPRIATIONS</b>				
New Technology for Public Safety	\$ 1,907,314	\$ -	\$ -	\$ 1,907,314
Police Storage Facility	3,709,500	-	-	3,709,500
Superion Project	1,159,676	-	-	1,159,676
<b>Total Appropriations</b>	<u>\$ 6,776,490</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,776,490</u>

**Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #18-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<u>2018-19 Original Budget</u>	<u>C.</u>	<u>Total Amend #4</u>	<u>2018-19 Budget per Amend #4</u>
<b>ESTIMATED REVENUES</b>				
Transfer from General Fund	\$ 1,400,000	\$ -	\$ -	\$ 1,400,000
Appropriated Fund Balance	260,000	1,960,765	1,960,765	2,220,765
<b>Total Revenues</b>	<u>\$ 1,660,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,620,765</u>
<b>APPROPRIATIONS</b>				
Capital Improvements	\$ 1,660,000	\$ 1,960,765	\$ 1,960,765	\$ 3,620,765
<b>Total Appropriations</b>	<u>\$ 1,660,000</u>	<u>\$ 1,960,765</u>	<u>\$ 1,960,765</u>	<u>\$ 3,620,765</u>

**Section IV: Estimated Revenues and Appropriations. Stormwater Management Utility Fund, of Ordinance #18-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<u>2018-19 Original Budget</u>	<u>D.</u>	<u>Total Amend #4</u>	<u>2018-19 Budget per Amend #4</u>
<b>ESTIMATED REVENUES</b>				
Stormwater Utility Fee	\$ 5,882,000	\$ -	\$ -	\$ 5,882,000
Appropriated Fund Balance	-	385,592	385,592	385,592
<b>Total Revenues</b>	<u>\$ 5,882,000</u>	<u>\$ 385,592</u>	<u>\$ 385,592</u>	<u>\$ 6,267,592</u>
<b>APPROPRIATIONS</b>				
Personnel	\$ 1,611,281	\$ -	\$ -	\$ 1,611,281
Operating	1,589,147	-	-	1,589,147
Capital Projects	1,385,307	-	-	1,385,307
Transfer Out	1,296,265	385,592	385,592	1,681,857
<b>Total Appropriations</b>	<u>\$ 5,882,000</u>	<u>\$ 385,592</u>	<u>\$ 385,592</u>	<u>\$ 6,267,592</u>

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

	<u>2018-19 Revised Budget</u>	<u>D.</u>	<u>Total Amend #4</u>	<u>2018-20 Budget per Amend #4</u>
<b>ESTIMATED REVENUES</b>				
Spec Fed/State/Local Grants	\$ 195,490	\$ -	\$ -	\$ 195,490
State Revolving Loans	16,340,571	-	-	16,340,571
Bond Proceeds/Town Creek Culvert	14,199,712	-	-	14,199,712
Transfer from Other Funds	10,421,615	385,592	385,592	10,807,207
<b>Total Revenues</b>	<u>\$ 41,157,388</u>	<u>\$ 385,592</u>	<u>\$ 385,592</u>	<u>\$ 41,542,980</u>
<b>APPROPRIATIONS</b>				
Stormwater Drain Maint Improvement	\$ 1,281,000	\$ -	\$ -	\$ 1,281,000
Town Creek Culvert Project	33,907,383	385,592	385,592	34,292,975
Watershed Masterplan Project	5,969,005	-	-	5,969,005
<b>Total Appropriations</b>	<u>\$ 41,157,388</u>	<u>\$ 385,592</u>	<u>\$ 385,592</u>	<u>\$ 41,542,980</u>

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

Adopted this 5th day of November, 2018

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

ATTEST:

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

**ORDINANCE NO. 18-**  
**CITY OF GREENVILLE, NORTH CAROLINA**  
**Ordinance Establishing the RED LIGHT CAMERA PROGRAM FUND**

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

**Section I: Estimated Revenues.** It is estimated that the following revenues will be available for the Red Light Camera Program Fund:

<b>ESTIMATED REVENUES</b>	<b>REVISED 2018-19 BUDGET</b>
Red Light Citations	\$ 1,300,000
<b>Total Revenues</b>	<b><u>\$ 1,300,000</u></b>

**Section II: Estimated Expenses.** It is estimated that the following expenses will be available for the Red Light Camera Program Fund:

<b>APPROPRIATIONS</b>	
Operating	1,300,000
Capital Outlay	-
<b>Total Appropriations</b>	<b><u>\$ 1,300,000</u></b>

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

Adopted this 5th day of November, 2018

ATTEST:

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

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