



## **Agenda**

### **Greenville City Council**

**September 9, 2019**

**6:00 PM**

**City Hall 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. Babe Ruth U13 All Stars Baseball Team - World Series Runner-Up

## **VIII. Appointments**

2. Appointment of Interim City Clerk

## **IX. Consent Agenda**

3. Minutes from the August 8, 2019 City Council workshop and August 8 and August 19, 2019 regular City Council meetings.
4. Resolution of Intent to Close an Alleyway located on the east side of Cedar Lane and south of East Tenth Street
5. Ordinance and reimbursement resolution for Greenville Utilities Commission's Sewer Capital Project Budget for the Wastewater Treatment Plant Replacement of Clarifier No. 1
6. Resolution declaring certain property as surplus and authorizing conveyance without monetary consideration to the Town of Bethel
7. Report on Bids and Contracts Awarded
8. Various tax refunds greater than \$100

## **X. New Business**

9. Presentations by Boards and Commissions
  - a. Planning and Zoning Commission
  - b. Public Transportation and Parking Commission
  - c. Greenville Housing Authority
  - d. Pitt-Greenville Airport Authority
10. Acquisition of property for a future park project near the intersection of Old Pactolus Road and NE Greenville Boulevard
11. 2020 Schedule of City Council Meetings
12. Budget Schedule for Fiscal Years 2020-2021 and 2021-2022
13. Budget ordinance amendment #2 to the Greenways Capital Project Fund (Ordinance #12-007), the Street Improvement Bond Capital Projects Fund (Ordinance #17-024), and the FEMA-Hurricane Project Fund (Ordinance #17-002)

## **XI. Review of September 12, 2019 City Council Agenda**

**XII. City Manager's Report**

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

**XIV. Adjournment**



## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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**Title of Item:** Appointment of Interim City Clerk

**Explanation:** **Abstract:** A vacancy in the position of City Clerk exists due to the notice received from Ms. Carol Barwick, City Clerk, of her retirement effective October 1, 2019. Ms. Barwick's last workday with the City was September 6, 2019.

**Explanation:** A vacancy in the position of City Clerk exists due to the notice received from Ms. Carol Barwick, City Clerk, of her retirement effective October 1, 2019. Ms. Barwick's last workday with the City was September 6, 2019. The City's Charter requires the Council to appoint a City Clerk (Charter, Article IV, Sec. 4-6).

**Fiscal Note:** The interim City Clerk will be paid in accordance with City policy.

**Recommendation:** Council appoint an interim City Clerk until the recruitment and selection process for the position of City Clerk has been completed.



## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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**Title of Item:** Minutes from the August 8, 2019 City Council workshop and August 8 and August 19, 2019 regular City Council meetings.

**Explanation:** Proposed minutes from the City Council workshop held on August 8, 2019 and regular City Council meetings held on August 8 and August 19, 2019 are presented for review and approval.

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

**Recommendation:** Review and approve proposed minutes from the City Council workshop held on August 8, 2019 and regular City Council meetings held on August 8 and August 19, 2019

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**ATTACHMENTS:**

- ❑ **Minutes from City Council workshop held on August 8, 2019**
- ❑ **Minutes from regular City Council meeting held on August 8, 2019**
- ❑ **Minutes from regular City Council meeting held on August 19, 2019**

PROPOSED MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, AUGUST 8, 2019



A workshop of the Greenville City Council was held on Monday, August 8, 2019, 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 4:15 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover (arrived at 4:15 p.m.), Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Council Member William Litchfield, Jr.

Also Present:

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

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**APPROVAL OF THE AGENDA**

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The City Council moved forward with the agenda as presented.

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**PRESENTATION ON THE CREATION OF THE ENTERTAINMENT DISTRICT IN THE UPTOWN AREA**

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Assistant City Manager Ken Graves summarized safety measures for the downtown area that were recommended by the Public Safety Task and presented at the previous City Council Workshop. He stated that public input sessions had since been held to get feedback on those proposals and four of those proposed measures would be presented to the City Council for direction.

Community Development Director Thomas Barnett compared overlay districts to a tool kit with different overlays possessing the potential to bring different results to a district depending on what is desired. He stated the downtown area equals approximately 178 acres



with 85 acres marked as underutilized. He stated that the current tax value for the area is \$18 million with a potential of \$81 million in revenue if the City were to develop half of the underutilized areas. He noted that the total surface area equals a potential of \$1 billion.

Director Barnett stated that using a mix of rezonings and various overlays, such as Entertainment/Hospitality and Municipal Districts, would provide the City with the ability to provide incentives and implement regulations and design guidelines. He noted that there is a taxing element associated with Municipal Districts, but the City would be able to set the rate to ensure that the taxing is nominal. He stated that gaining specific information about employees, jobs, downtown population, residential units, opportunities for redevelopment, and the market is vital in creating an appropriate regulation toolbox and incentives program. He stated that staff is currently working with the Metropolitan Planning Organization (MPO) and they have set aside \$75k in this year's budget and would possibly be able to set aside an additional \$75k to help pay for this plan. Uptown Greenville had also set aside \$25k and the City would have the ability to budget over a 2-year budget so that the cost would not have to be taken out entirely at one time. He stated that an RFQ is currently being drafted and if the City Council would like to pursue this further, specific information would be brought back at a later time.

Council Member Smiley asked for a timeline.

Director Barnett stated that the project would not begin until the first of the year and then it would be approximately 6 months before the preliminary results could be analyzed and presented to the community. He stated that because staffing is so limited, it would be important to take on aspects of the project that could be handled while waiting for the results.

Council Member Meyerhoeffer asked if establishments in impacted areas would have the option of not taking part in the program.

Director Barnett stated that if an establishment would like to receive potential incentives, then they would need to give up their grandfathered status.

Mayor Connelly expressed concern that the results of the study would not be worth the cost invested. He asked if there were other community options that could offset those costs.

Director Barnett stated that the study would cost \$200k. He stated that the study would be an important step in engaging the community. He advised that the current Planning staff is limited in numbers so additional staff would need to be brought on, or services would need



to be contracted out.

City Manager Wall stated that it is important to scope out what the study would look like and see where there are opportunities to work with partners such as East Carolina University (ECU) and get some proposals. She advised that it is too early to have a full discussion on the value of the project because it has not been fully analyzed internally and the City has not received any proposals.

Council Member Smiley stated that it would be beneficial to compare the current status of the downtown area to the cost of the study and the potential that improvements could bring.

Mayor Connelly expressed concern that that this would interfere with the downtown market and its customers.

City Manager Wall clarified the desired outcome, stating that this would be an effort to maximize the opportunity and potential of an area, as well as take advantage of under-used parcels, and help the City understand available options for areas with high use of City surfaces, i.e., in areas where there are a lot of bars.

Mayor Connelly stated that he is in favor but he asked that staff to involve the public and merchants to see if this a direction that they would like to go in and he asked that staff define what the City would like to accomplish.

Council Member Meyerhoeffer requested information on other cities that have also gone through this process, specifically a before-and-after look and what their processes entailed.

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**PRESENTATION ON PROPOSED AMENDMENT OF THE OBSTRUCTION OF SIDEWALKS ORDINANCE**

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Police Chief Mark Holtzman stated that the current proposal is modeled after Chapel Hill. He presented the major changes:

- Civil citation would change to a Class 3 Misdemeanor
- Fine increases from \$50 to \$100

Chief Holtzman stated that the Pitt County District Attorney confirmed that the proposed regulations are narrow enough to enforce. He stated that he had spoken with Chapel Hill and they reported that they have not have to use the rule often, but they feel that it is beneficial to have in place. He presented the proposed language to the Council and requested direction:





## Now Reads:

*(B) Prohibited Acts. It shall be unlawful for any person to obstruct any sidewalk.*

*Obstruct/obstruction is defined as: Blocking, narrowing or otherwise impeding or in any manner contributing to the blocking, narrowing or impeding of the safe flow of pedestrian travel.*

Mayor Pro-Tem Glover expressed concern with the potential for racial profiling.

Council Member Smiley asked if the proposed changes would be aimed at those that are blocking walkways and have been asked to move.

Chief Holtzman stated that he was correct.

Council Member Meyerhoeffer asked if this is currently a big issue for law enforcement.

Chief Holtzman stated that it is.

**Council Member Smiley made a motion to direct staff to draft formal changes for loitering to bring back for the City Council's consideration. Council Member Bell seconded the motion.**

Mayor Connelly asked how often civil citations are issued on a weekend.

Chief Holtzman stated that the citations are rarely issued because the fines are perceived as optional. He stated that the proposed changes would give the rules more teeth. He stated that the officers are professionals and will give multiple warnings and they will have body cameras on them. He stated that there will also be an educational piece that will go along



with this for patrons of the downtown area.

Mayor Connelly asked if there are statutory regulations for the amounts fined and if civil citations are paid at the City.

Assistant City Attorney Donald Phillips stated that civil citation fines are outlined by GS 14-4, stating that no fine shall exceed \$50 unless local ordinances state otherwise, but cannot exceed \$500. If a specific amount is not stated, then the fine is \$50.

Chief Holtzman stated that he will be meeting with the ECU Police Chief and has expressed an interest in doing an education piece with students.

City Manager Wall advised that the General Assembly is currently considering a law that would prevent cities from having ordinances that criminalize local ordinances. Local ordinances would have to be enforced through citations if that law were to pass.

Council Member Daniels expressed concerns with profiling and asked if Chapel Hill has faced similar concerns since their rules were implemented.

Chief Holtzman stated that Chapel Hill has reported that they rarely have to use the rule. He stated that if the City Council gives direction to draft the policy, officers would be instructed to be very cautious about when the rule is used and how it is used.

Council Member Meyerhoeffer stated that the officers will need to ensure that they are providing adequate warnings and are consistent with enforcement. He asked how officers would handle groups that have been warned and move from multiple spots.

Chief Holtzman stated that it would be handled on a case by case basis but the main focus will be on those that are blocking free passage. He stated that the public's trust is a high priority for the department and the policy would be crafted carefully to reflect that.

Council Member Bell suggested signage at loading and unloading zones downtown to increase awareness.

**Mayor Connelly called the vote and the motion passed 3-2, with Council Members Smiley, Bell, and Meyerhoeffer voting in favor, and Mayor Pro-Tem Glover and Council Member Daniels voting against the motion.**



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**PRESENTATION ON PROPOSED SIDEWALK ENCROACHMENTS IN THE UPTOWN AREA**

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Chief Planner Chantae Gooby stated that the proposed sidewalk encroachments would allow business owners and property owners to upgrade and improve the exterior appearance on city-owned property. She stated that there would be a 7 ft. minimum and consideration would be given on a case-by-case basis. She advised that there is a lack of uniformity of sidewalk widths and the ADA requires 4ft. of pedestrian clearance at all times. She stated that there is also a \$1 million liability policy to insure the City because they are public sidewalks. Along with the ability to improve exterior appearances, it would also provide business owners and property owners with the ability to manage queues and litter at entrances of bars and clubs.

The City Council expressed their support of this measure.

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**PRESENTATION ON PROPOSED PARKING CHANGES IN THE UPTOWN DISTRICT**

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Parking and Event Liaison Corey Barrett stated that the City has a total parking capacity of 1,294 spaces with 637 public off-street spaces and 657 public on-street spaces. He stated that the purpose behind the changes are to maximize the effectiveness and efficiency of public parking. He presented recommendations based on the Walker Consulting Parking Study that was conducted in 2017:

- Increase fines from \$5 to \$20
- Create ride-share zones throughout the Uptown area for drop-off and pick-up for Uber, Lyft, taxi, and ECU shuttle vans
- Create a 15-minute loading zone for delivery drivers
- Install a gate system in the parking deck to allow for an automated payment system
- Implement Passport App to allow for cell phone payments
- Implement \$1.75/hour on-street parking and \$1.00/hour off-street parking in the Uptown District
- Change late-night fees to a flat rate of \$15
- Terminate e-tag program
- Create Uptown permits for Uptown businesses and their staff
- Implement paid parking throughout the day rather than ending at 5 p.m.
- Create an ordinance that requires face-in parking to allow for license plate



- recognition scanning
- Change access time in the residential district to allow for 24-hour enforcement

Council Member Bell asked what measures would be in place to address special events such as game days.

Liaison Barrett stated that staff could take measures such as issuing guest passes or suspending enforcement.

The City Council requested that staff receive public feedback and bring it back before the City Council.

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**PRESENTATION ON PROPOSED NEW YEAR’S EVE CELEBRATION**

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Assistant City Manager Graves stated that the event will be held on December 31<sup>st</sup> beginning at 9:00 p.m. at the Greenville Town Common. He stated that planning has been a collaborative process between City staff and members of the community:

- Ken A. Graves, City of Greenville
- Margot Clark, City of Greenville
- Patricia Tyndall, City of Greenville
- Mindy Griffin, Greenville Jaycees
- Meredith Hawke, Uptown Greenville
- Andrew Schmidt, Greenville-Pitt County CVB
- Kate Teel – Greenville-Pitt County Chamber of Commerce
- Holly Garriot, Pitt County Arts Council at Emerge

He stated that live entertainment will be provided by The Dickens Band and there will be fireworks and a ball drop in the shape of an emerald at midnight. There will also be vendor and sponsor booths setup at the event.

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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 Smiley to adjourn the meeting. Motion



carried unanimously. Mayor Connelly adjourned the meeting at 5:30 p.m.

Prepared by:  
Valerie P. Shiuwegar  
Administrative Assistant

Respectfully submitted,

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

Carol Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, AUGUST 8, 2019



A regular meeting of the Greenville City Council was held on Thursday, August 8, 2019 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 pm. Pastor Eddie Bellis of First Presbyterian Church gave the invocation on behalf of Council Member Smiley, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Ann Wall asked that the annexation and rezoning items requested by Gregory Buck Welch legacy, LLC for property near the intersection of NC Highway 33 and Roosevelt Spain Road be continued to September 12<sup>th</sup>.

Council Member Smiley moved that the agenda be approved with the change noted by the City Manager. Council Member Meyerhoeffer seconded the motion, which passed by unanimous vote.

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**PUBLIC COMMENT PERIOD**

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Mayor Connelly opened the public comment period at 6:11 pm, explaining procedures which should be followed by all speakers.

Dr. David Ames – 313 Longmeadow – Greenville - Sustainability

Dr. Ames stated he is here with members of the City's Environmental Advisory Committee (EAC), as well as members of the Sierra Club, all of whom are interested in the issue of



sustainable energy. When the City Council considered this issue on April 11<sup>th</sup>, they committed to again adopting the Cool City initiative, initially adopted in 2007 by Council. In signing onto that, the City agreed to reduce the use of fossil fuels and emission of greenhouse gasses by improving energy efficiency and using sustainable energy. The Sierra Club has agreed to work with EAC in seeking to define the scope of the problem, changes that have occurred over the years, actions taken to address problems, as well as to identify what remains to be done and what is feasible. Much of this material is already available in sustainability plans created by other organizations. Since 1995, the Environmental Protection Agency has been publishing emissions data for the country as a whole. The work of volunteers can only go so far. To develop an adequate recommendation for Council, the EAC will eventually need the assistance of professional staff. He asked the Council to keep that in mind as they plan for the use of City resources.

Dr. Glenn Johnson – 459 Williamston Drive – Winterville

Dr. Johnson asked how good is Greenville, NC. How good is Pitt County, NC? How good is Eastern NC? He was recently asked about his ordeal. He is a survivor of a motorcycle accident and was in a coma on life support for two years. After being discharged from the medical center, his family convinced him to move from Philadelphia to Greenville and he has been here since 2013. He recently had a conversation with a Veteran who was paralyzed from the neck down and, in his words, he just “turned it over to God.” He asked the man if he felt being here in Greenville had an impact on his life and he said definitely yes. Throughout his travel in this area and speaking to people in various medical professions, he is convinced Greenville is a great place to come for recovery from injury or illness.

Susan Redding – 601 S. Elm Street – Greenville

Ms. Redding said she is here as a member of the Sierra Club. She thanked Council for its unanimous support of the resolution addressing sustainable energy. She said she would also like to advocate for a plan to address the items included in the resolution, as discussed by Dr. Ames. It is her understanding the City has not allocated resources for a position of Sustainability Coordinator to oversee this recommitment. In light of what the scientific community is telling us about how to best adapt to climate change, municipalities internationally have supported sustainability departments, or at least directors, to oversee initiatives to address this pressing issue. As of July 13<sup>th</sup>, 22 local governments across NC have committed to reducing carbon emissions. Twelve municipalities have partnered with the NC Sustainable Energy Association to address issues of clean energy technology. Governor Cooper has issued an executive order to reduce statewide greenhouse gas emissions to 40% below 2005 levels. As a resident of Greenville for the past 40 years, she personally finds it short-sighted that a vibrant and growing community like Greenville is not appropriating resources to provide a sustainability coordinator. Since that is not currently being done, she advocates for establishment of a task force composed of City staff, members of EAC and community stakeholders including both experts in this field as well as citizens with an interest in promoting a sustainable and healthy community.









Greenville Bicycle & Pedestrian Commission

Council Member Bell made a motion to appoint Kip Sloan to fill an unexpired term that will expire January 2021. Council Member Smiley seconded the motion and it carried unanimously.

Council Member Bell continued all additional appointments to the next meeting.

Historic Preservation Commission

Council Member Litchfield made a motion to Betty Nurse to fill an unexpired term that will expire January 2022. Council Member Bell seconded the motion and it carried unanimously.

Human Relations Council

Mayor Pro-Tem Glover continued all appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer continued all appointments.

Recreation & Parks Commission

Mayor Pro-Tem Glover and Council Member Meyerhoeffer continued their appointments to the next meeting.

Redevelopment Commission

Council Member Litchfield continued the appointment for Alan Brock’s seat.

Sheppard Memorial Library Board

Council Member Smiley made a motion to appoint Chris Ulffers to fill an unexpired term that will expire October 2020. Council Member Bell seconded the motion and it carried unanimously.

Youth Council

Mayor Pro-Tem Glover continued all remaining appointments to the next meeting.

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

**RESOLUTION ACCEPTING DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS FOR LYNNDAL E EAST SUBDIVISION, SECTION FOUR LOTS 9-17 BLOCK E, LOTS 12-19 BLOCK F, AND LOTS 7-11 BLOCK G – (RESOLUTION NO. 029-19)**





application, and the City will be able to provide all services to this area that it provides to all other residents of the City. She cited the nearby Sagewood Subdivision as an example. Additional tax dollars from this development will help fund these services in the same manner as any other development in Greenville. This area is part of the Horizons 2026 plan which calls in the long-term for expanding into this area with low to medium residential development. The Greenville Utilities Commission (GUC) has expended significant funds of its own and from a Federal grant to extend the sewer down Highway 43. There is sufficient capacity to provide for the additional development in this area. The system is already there, so this annexation allows for realization of the investment by GUC. The City has done a financial impact statement for this area that shows a positive financial result for the City. Things not up for debate are schools, streets or density. She requested the Council grant the petitioner's request to annex.

Ken Malpass – No Address Given

Mr. Malpass, on behalf of the applicant, stated the land use plan addresses areas the City is thinking about growing and controlling. GUC has spent a half-million dollars on serving this area. He encouraged the Council's support of the request.

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

Benjy Forrest – 2293 Cis Mills Road - Grimesland

Mr. Forrest, speaking as a member of the Pitt County Board of Education and a member of Soil and Water Conservation District #9, read a prepared statement. Pitt County Schools asks that annexation of property into a municipality when the property is several miles from the municipality be reviewed thoroughly. The population models do not take sporadic annexation into consideration. He stated the schools request that any annexation that increases housing density take into consideration the capacity of the schools in that district.

John Stedman – No Address Give

Mr. Stedman, Supervisor with the Soil and Water Board, discussed flooding in this area during regular thunderstorm events and stated the development of additional housing will worsen this issue.

Efrim Smith – 7267 NC43 South

Mr. Smith, who stated he is Chair of Drainage Districts 3 and 7 and Chairman of Southeastern Drainage Corporation, spoke about the impact of run-off and improvements that could be made.

Paul Blackburn – 1851 Manor Court

Mr. Blackburn said he has numerous concerns, but water run-off is a big one. He provided photos of flooding in the area and said he recently learned there are lateral lines underground that run into Cow Swamp. In some cases, his foundation and crawl space fill



with water and his backyard will not perk properly. Adding development will worsen this problem.

Lauren White

Ms. White said she is a Commissioner for Drainage District 6 and spoke about drainage concerns in the area.

Jared Rendell – Manor Court

Mr. Rendell expressed concern about the traffic generated by adding additional housing to the area. The area is already heavily congested.

Jim Marcel – Manor Court

Mr. Marcel spoke in opposition to the request, noting his family chose to live in this area to be outside the congestion of the city limits and asked that Council respect his request to do so.

Bill Stepps - No Address Given

Mr. Stepps stated he has worked for the City 22 years and lives in this area. There are no parks out there and he is concerned about the additional housing adding more children to the area with nowhere to play. The nearest park is six miles away.

Hearing no one else wishing to speak in opposition, Mayor Connelly closed the public hearing at 7:46 pm.

Council Member Smiley stated he has been approached by people on both sides of this question and all have made valid points. It is a tough call in some ways because the City has a comprehensive plan that outlines the growth vision of the City. It was put together by citizens who devoted a year to development. It is staff's contention that this proposal is in compliance with that plan, but he doesn't personally see how anyone could read the plan and still think this is a good idea. Practically every page of the plan encourages compact development and nothing suggests developing land located 3.5 miles away. Council Member Smiley stated he could listen to an argument stating the City should annex this property in spite of the plan, but he does not feel it is reasonable to say the plan supports this annexation request.

Council Member Meyerhoeffer asked about the ability to provide Police, Fire and EMS services to this area if annexed.

Police Chief Mark Holtzman stated the property is accessible, but the distance will add to the City's response time. Service can be provided, but not as quickly as to some other locations within the City. He did note that response time may be faster than from the Sheriff's Department since they are tasked with covering the entire county.



Battalion Chief Bryant Beddard stated that Fire/EMS responses would be similar to what is available in Sagewood. Fire service is provided through a partnership with Eastern Pines, and EMS would require a response from Fire Station 3.

Council Member Litchfield asked about traffic capacity for the roads.

Traffic Engineer Rik DiCesare stated each of the rezonings will require a mini-analysis, but for the total impact, the existing average daily two-way trips is 4,800. The increase is expected to be 3,100 for a total of 7,979. Road capacity is 16,400.

Council Member Litchfield asked about stormwater.

Public Works Director Kevin Mulligan stated development would have to be designed to meet City standards and recommended 25 year detention, which would add roughly 10-15% in cost compared to a 10 year detention. He feels the larger capacity is warranted since this would have to drain a considerable distance to the Tar River.

Council Member Smiley said citizens have been expressing for years what they desire in a city and it is an interesting, dense urban environment. The City should be developing where its infrastructure exists, not 3.5 miles away. The citizens who live in this area clearly do not to be annexed and only those who stand to profit are in support. Council Member Smiley moved to deny the petition for annexation; however, the motion died for lack of a second.

Council Member Litchfield made a motion, seconded by Council Member Meyerhoeffer, to adopt the ordinance annex Carolina Eastern Homes, LLC, Carl W. Blackwood, Ann C. Davis and James K. Cox, RDP Management Consulting, LLC and BMS Builders, LLC properties involved a total of 390.0418 acres located near the intersection of Mills Road and Hudson's Crossroads Road.

Council Member Smiley proposed an amendment to add a statement that the City Council is approving the annexation request, but it is not in compliant with the land use plan.

Council Member Litchfield declined the amendment.

Council Member Meyerhoeffer seconded the motion, which passed by a vote of 5 to 1, with Council Member Smiley casting the dissenting vote.

**ORDINANCE REQUESTED BY CAROLINA EASTERN HOMES, LLC TO REZONE 85.1325 ACRES LOCATED NEAR THE INTERSECTION OF MILLS ROAD AND HUDSON'S CROSSROADS ROAD FROM RA (RURAL AGRICULTURAL – PITT COUNTY'S JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY) – (ORDINANCE NO. 19-034)**



Chief Planner Chantae Gooby stated she would make a single presentation that would be applicable to this and the following four (4) items. She noted separate public hearings would be required for each tract.

Ms. Gooby stated the property annexed in the previous item is divided into five (5) tracts located near the intersection of Mills Road and Hudson’s Crossroads Road with a corresponding request to rezone from RA (Rural Agricultural – Pitt County’s Jurisdiction) to R9S (Residential-Single-family) for each tract as follows:

- Carolina Eastern Homes, LLC has requested to rezone 85.1325 acres
- Carl W. Blackwood has requested to rezone 198.8 acres
- Ann C. Davis and James K. Cox have requested to rezone 40.0635 acres
- RDP Management Consulting, LLC has requested to rezone 50.1642 acres
- BMS Builders, LLC to rezone 7.42 acres

Total traffic impact to this area was discussed under the annexation item. During the review process, measures to mitigate the traffic will be determined for each tract.

Until its annexation this evening, this property was located in Pitt County’s jurisdiction. A public sanitary sewer extension project to serve this property has been budgeted, and an engineer is under contract for its design. Water is available from Eastern Pines Water Corporation. There are no known historical conditions/constraints on this property.

The subject property was not included in the Watershed Master Plan study area. The property could drain to either Clayroot Swamp – a tributary of Swift Creek (Neuse River Basin) or Cow Swamp – a tributary of Chicod Creek (Tar River Basin). If stormwater rules apply, it would require 10-year detention and nitrogen and phosphorous reduction.

Ms. Gooby explained uses under current and proposed zoning as follows:

Property	Present Use	Potential Use Under Current Zoning	Potential Use Under Proposed Zoning	Build-out Time
Carolina Eastern Homes	Farmland	75-80 single-family lots	160-165 single-family lots	3-5 yrs
Carl W. Blackwood	Farmland, 1 mobile home residence	90-100 single-family lots	190-200 single-family lots	5-10 yrs
Ann C. Davis James K. Cox	Farmland	45-50 single-family lots	160-165 single-family lots	5-10 yrs
RDP Management Consulting	Farmland	20-22 single-family lots	40-44 single-family lots	5-10 yrs
BMS Builders	Farmland	10 single-family lots	15 single-family lots	3-5 yrs

Surrounding land uses and zoning are as follows:

- Carolina Eastern Homes, LLC - 85.1325 acres  
North: RA- Two (2) single-family residences  
South: RA - One (1) single-family residence





- East: RA - One (1) single-family residence
- West: RA - Carolina Eastern Homes, LLC Rezoning
- Carl W. Blackwood - 198.8 acres
  - North: RR - Farmland
  - South: RA - Ann C. Davis and James Cox Rezoning, GUC, and one (1) single-family residence
  - East: RA - Woodlands (under common ownership of the applicant), one (1) single-family residence, and RDP Management Consultants, LLC Rezoning
  - West: RR - Manor Court Subdivision and woodlands
- Ann C. Davis and James K. Cox - 40.0635 acres
  - North: RA - Farmland and RR - Three (3) single-family residences
  - South: RA - Farmland (under common ownership of the applicant)
  - East: RA - City-owned (Greenville Utilities Commission)
  - West: RA - Farmland (under common ownership of the applicant)
- RDP Management Consulting, LLC - 50.1642 acres
  - North: RA- Woodlands
  - South: RA - Scattered single-family residences, Eastern Carolina Homes, LLC Rezoning
  - East: RA - One (1) single-family residence
  - West: RA - Farmland and one (1) single-family residence
- BMS Builders, LLC - 7.42 acres
  - North: RA- Two (2) single-family residences
  - South: RA - One (1) single-family residence
  - East: RA - One (1) single-family residence
  - West: RA - Carolina Eastern Homes, LLC Rezoning

Ms. Gooby stated that, in staff's opinion, all requests are 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 to recommend denial of all five (5) rezoning requests at their meetings as follows:

- On May 21, 2019, they voted 5 to 3 for denial on the Carolina Eastern Homes and RDP Management Consulting requests
- On July 16, 2019, they voted 4 to 3 for denial on the Carl W. Blackwood, Ann C. Davis/James P. Cox, and BMS Builders requests

Mayor Connelly declared the public hearing for the proposed annexation open at 8:36 pm and invited anyone wishing to speak in favor to come forward.





Catherine Thompson – No Address Given

Ms. Thompson, who stated she is an attorney with Gaylord, McNally, Strickland and Snyder, LLP speaking on behalf of the applicant, said she is certain the Horizons 2026 incorporates by reference the map showing this property. She feels this action clearly was anticipated as a part of that plan for low to medium use, which would be supported by the R9S zoning.

Hearing no one else wishing to speak in favor, Mayor Connelly invited comment in opposition. Hearing none, Mayor Connelly closed the public hearing at 8:40 pm.

Upon motion by Mayor Pro-Tem Glover and second by Council Member Meyerhoeffer, the City Council voted unanimously to rezone 85.1325 acres located near the intersection of Mills Road and Hudson's Crossroads Road from RA (Rural Agricultural – Pitt County's Jurisdiction) to R9S (Residential-Single-family)

**ORDINANCE REQUESTED BY CARL W. BLACKWOOD TO REZONE 198.8 ACRES LOCATED NEAR THE INTERSECTION OF MILLS ROAD AND HUDSON'S CROSSROADS ROAD FROM RA (RURAL AGRICULTURAL – PITT COUNTY JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY) – (ORDINANCE NO. 19-035)**

Mayor Connelly declared the public hearing for the proposed annexation open at 8:41 pm and invited anyone wishing to speak in favor to come forward.

Catherine Thompson – No Address Given

Ms. Thompson, who stated she is an attorney with Gaylord, McNally, Strickland and Snyder, LLP speaking on behalf of the applicant, stated her comments from the previous rezoning are applicable to this one as well.

Hearing no one else wishing to speak in favor, Mayor Connelly invited comment in opposition. Hearing none, Mayor Connelly closed the public hearing at 8:42 pm.

Upon motion by Council Member Bell and second by Council Member Daniels, the City Council voted unanimously to rezone 198.8 acres located near the intersection of Mills Road and Hudson's Crossroads Road from RA (Rural Agricultural – Pitt County Jurisdiction) to R9S (Residential-Single-family).

**ORDINANCE REQUESTED BY ANN C. DAVIS AND JAMES K. COX TO REZONE 40.0635 ACRES LOCATED NEAR THE INTERSECTION OF MILLS ROAD AND HUDSON'S CROSSROADS ROAD FROM RA (RURAL AGRICULTURAL – PITT COUNTY JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY) – (ORDINANCE NO. 19-036)**

Mayor Connelly declared the public hearing for the proposed annexation open at 8:43 pm and invited anyone wishing to speak in favor to come forward.



Catherine Thompson – No Address Given

Ms. Thompson, who stated she is an attorney with Gaylord, McNally, Strickland and Snyder, LLP speaking on behalf of the applicant, stated her comments from the previous rezoning are applicable to this one as well.

Hearing no one else wishing to speak in favor, Mayor Connelly invited comment in opposition. Hearing none, Mayor Connelly closed the public hearing at 8:44 pm.

Upon motion by Council Member Meyerhoeffer and second by Council Member Bell, the City Council voted unanimously to rezone 40.0635 acres located near the intersection of Mills Road and Hudson's Crossroads Road from RA (Rural Agricultural – Pitt County Jurisdiction) to R9S (Residential-Single-family).

**ORDINANCE REQUESTED BY RDP MANAGEMENT CONSULTING, LLC TO REZONE 50.1642 ACRES LOCATED NEAR THE INTERSECTION OF MILLS ROAD AND HUDSON'S CROSSROADS ROAD FROM RA (RURAL AGRICULTURAL – PITT COUNTY JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY) – (ORDINANCE NO. 19-037)**

Mayor Connelly declared the public hearing for the proposed annexation open at 8:45 pm and invited anyone wishing to speak in favor to come forward.

Catherine Thompson – No Address Given

Ms. Thompson, who stated she is an attorney with Gaylord, McNally, Strickland and Snyder, LLP speaking on behalf of the applicant, stated her comments from the previous rezoning are applicable to this one as well.

Hearing no one else wishing to speak in favor, Mayor Connelly invited comment in opposition. Hearing none, Mayor Connelly closed the public hearing at 8:46 pm.

Upon motion by Council Member Bell and second by Council Member Daniels, the City Council voted unanimously to rezone 50.1642 acres located near the intersection of Mills Road and Hudson's Crossroads Road from RA (Rural Agricultural – Pitt County Jurisdiction) to R9S (Residential-Single-family).

**ORDINANCE REQUESTED BY BMS BUILDERS, LLC TO REZONE 7.42 ACRES LOCATED NEAR THE INTERSECTION OF MILLS ROAD AND HUDSON'S CROSSROAD ROAD FROM RA (RURAL AGRICULTURAL – PITT COUNTY JURISDICTION) TO R9S (RESIDENTIAL-SINGLE-FAMILY) – (ORDINANCE NO. 19-038)**

Mayor Connelly declared the public hearing for the proposed annexation open at 8:47 pm and invited anyone wishing to speak in favor to come forward.

Catherine Thompson – No Address Given



Ms. Thompson, who stated she is an attorney with Gaylord, McNally, Strickland and Snyder, LLP speaking on behalf of the applicant, stated her comments from the previous rezoning are applicable to this one as well.

Hearing no one else wishing to speak in favor, Mayor Connelly invited comment in opposition. Hearing none, Mayor Connelly closed the public hearing at 8:48 pm.

Upon motion by Council Member Bell and second by Council Member Litchfield, the City Council voted unanimously to rezone 7.42 acres located near the intersection of Mills Road and Hudson's Crossroad Road from RA (Rural Agricultural – Pitt County Jurisdiction) to R9S (Residential-Single-family).

**ORDINANCE REQUESTED BY COLLICE AND ANN MOORE, LLC TO REZONE 1.4268 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF STANTONSBURG ROAD AND MOYE BOULEVARD FROM MS (MEDICAL-SUPPORT) TO MCG (MEDICAL-GENERAL COMMERCIAL) – (ORDINANCE NO. 19-039)**

Chief Planner Chantae Gooby stated Collice and Ann Moore, LLC have requested to rezone 1.4268 acres located at the southwestern corner of the intersection of Stantonsburg Road and Moye Boulevard from MS (Medical-Support) to MCG (Medical-General Commercial).

Based on the analysis comparing the existing zoning (994 trips) and the requested rezoning, the proposed rezoning could generate approximately 500 trips to and from the site on Stantonsburg Road, which is a net decrease of 494 less trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated. During the review process, measures to mitigate the traffic will be determined.

In 1976, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned to its current zoning as part of a large-scale ETJ extension. Water and Sanitary Sewer are available. There are no known historical conditions/constraints on this property. The property is located in the Harris Mill Run/School House Branch Watershed. If stormwater rules apply, it would require 10-year detention and nitrogen and phosphorous reduction. It is not located in the Special Flood Hazards Area.

Under the current zoning, Ms. Gooby stated the property is a vacant commercial building that was used as a pharmacy. Under the proposed zoning, the site could accommodate 11,280 square feet of retail. The anticipated build-out time is within one year.

Surrounding land uses and zoning are as follows:

North: MI - Vidant Medical Center

South: MS - One (1) vacant lot (under common ownership of the applicant)

East: MCH - One (1) vacant lot (former location of East Carolina Inn)

West: MS - One (1) vacant lot



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

Ms. Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of the request at its July 16, 2019 meeting.

Mayor Connelly declared the public hearing for the proposed rezoning open at 8:54 pm and invited anyone wishing to speak in favor to come forward.

Ken Malpass – No Address Given

Mr. Malpass, representing the applicant, stated he is available to answer any questions the Council may have. He stated the goal is to save the structure and parking lot, but redo the landscaping. When Council Member Smiley asked if he feels the request is in compliance with the master plan, Mr. Malpass stated he would agree it does not match the map, but the property has been retail for the past 25 years.

Council Member Bell said this is an opportunity to reclaim a vacant building for a productive use.

Hearing no one else wishing to speak in favor of the proposed rezoning, Mayor Connelly invited comment in opposition. Also hearing none, Mayor Connelly closed the public hearing at 8:56 pm.

Council Member Smiley made a motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach, and further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community because the requested zoning is not consistent with the recommended Future Land Use and Character designation. Council Member Daniels seconded the motion, which failed by a vote of 2 to 4, with Council Members Smiley and Daniels casting the only affirmative votes.

Following a brief discussion about spot zoning concerns, Council Member Litchfield moved to adopt the ordinance to rezone 1.4268 acres located at the southwestern corner of the



intersection of Stantonsburg Road and Moye Boulevard from MS (Medical-Support) to MCG (Medical-General Commercial). Council Member Bell seconded the motion, which passed by a vote of 5 to 1 with Council Member Smiley casting the dissenting vote.

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**OTHER ITEMS OF BUSINESS**  
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**ADDITIONAL ONE-STOP EARLY VOTING SITE(S) FOR THE 2019 MUNICIPAL ELECTION**

City Clerk Carol Barwick stated the Board of Elections has enquired as to whether the City would like host One-Stop Voting sites in addition to the two already held as part of the 2009 agreement for Municipal elections. The two sites that are part of the agreement will be at the Pitt County Agricultural Center and the Community Schools Building and will be open for the two-week period prior to the election at an estimated cost of \$89,606.52. The City may request to host one or two additional sites, for both weeks or just the final week, for additional cost ranging from \$5,134.92 to \$28,355.16, depending on the number of sites and length of time. Locations for additional sites would be the Willis Building and the Pitt Area Transportation Service Conference Room. During the past several elections, the City has hosted two additional sites for the final week only and doing so this year would incur additional cost of \$10,269.84. The City’s request is subject to final approval by the Board of Elections. Staff asked that Council provide direction on whether the City would like to host an additional site and, if so, how many and for what period of time.

Following a general discussion of options and past practices, Mayor Pro-Tem Glover moved to host two additional One-Stop voting sites for the final week of early voting. Council Member Bell seconded the motion, which passed by unanimous vote.

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

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**CLOSED SESSION (ADDED)**  
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Council Member Bell moved to enter closed session in accordance with G.S. § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Council Member Daniels seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in Closed Session at 9:16 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 9:53 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 9:54 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, AUGUST 19, 2019



A regular meeting of the Greenville City Council was held at 6:00 p.m., on Monday, August 19, 2019 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order. Council Member William F. Litchfield, Jr. asked his son, William Litchfield, to give the invocation and Council Member Litchfield led the Pledge of Allegiance.

Those Present:

Mayor P. J. Connelly; Mayor Pro-Tem Rose H. Glover; and Council Members Brian V. Meyerhoeffer, Jr., Monica Daniels, 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 Meyerhoeffer asked that the City Council consider adding one item to the agenda, specifically, adding board and commission appointments before the Consent Agenda.

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

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**PUBLIC COMMENT PERIOD**

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Chad Carwein – No Address Given

Mr. Carwein announced some of the sustainability events scheduled for the semester at East Carolina University (ECU) and those sponsored by Love A Sea Turtle:





## **Campus Sustainability Calendar of Events**

- 8/24 – Garden Workday: 8am – 1pm**
- 9/3 – Sustainability Film Screening: Reuse Because You Can't Recycle The Planet @ 6:30pm on MCSC Lawn - Pirate Vision**
- 9/14 – Garden Workday: 8am – 1pm**
- 9/17 – Chasing Coral Screening: Zack Rago Visit @ 7pm in Town Commons Park**
- 9/18 – Chasing Coral Lecture: Zack Rago Visit @ 9am in Hendrix Theater**
- 9/18 – Zack Rago Meet and Greet: 5pm @ Uptown Brewing**
- 9/19 – Bill McKibben: Distinguished Lecture on Religion and Culture @ TBD**
- 9/28 – Garden Workday: 8am – 1pm**
- 10/9 - Sustainability Film Screening: Eating Animals @ 6:30pm in MCSC Black Box Theater**
- 10/12 – Garden Workday: 8am – 1pm**
- 10/26 – Garden Workday: 8am – 1pm (Make A Difference Day)**
- 11/5 – Pirate Read Nature Principle: Author Lecture @ 7pm in Hendrix Theater**
- 11/12 - Sustainability Film Screening: True Cost @ 6:30pm in MCSC Black Box Theater**
- 11/15 – America Recycles Day: Activities TBD**
- 11/16 – Garden Workday: 8am – 1pm (Family Volunteer Day)**

Mr. Carwein stated free monthly film screenings are being offered about climate change and environmental sustainability issues affecting the community and the world. Zack Rago, the main cast member in *Chasing Coral*, will be visiting the campus in September. The Greenville Community Garden is a partnership project between the ECU and Love A Sea Turtle. Love A Sea Turtle and the ECU are trying to support local businesses and recreational facilities and to raise awareness about important issues to coastal communities that are similar to Greenville.

### **Jae Yoon – No Address Given**

As a student of D. H. Conley High School and member of Love A Sea Turtle, Student Yoon challenged the leaders and citizens of the City of Greenville to reduce the use of plastic bags





and to seek alternatives for them. Around the State of North Carolina and nation and across the globe, forward thinking and concerned citizens are taking action before it is too late. Love A Sea Turtle and Bye Bye Plastic Bags are part of a coalition, Plastic Free NC.

David Yoon – No Address Given

Student Yoon explained that Plastic Free NC is a youth-wide environmental awareness initiative that aims to reduce, to remove, and to provide awareness to single use plastics. Plastic Free NC also highlights different businesses and initiatives that help decrease the amount of plastic waste in the environment. Members of this coalition are planning to distribute their stickers to local businesses that are reducing their involvement with the single use plastic pollution.

Student Yoon stated that protecting the environment can be simple. Use reusable bags and water bottles, and paper or bamboo straws, and try to save energy whenever possible. Leaders and citizens can help to preserve a beautiful environment by encouraging our schools, restaurants, grocery stores, and businesses to save and reduce their plastic usage. Cameras can be placed throughout the City of Greenville to fine those citizens who are littering and polluting the Tar River.

Braden McPhillips and Greyson Graham – 3263 Quail Pointe Drive

As representatives of the Love A Sea Turtle and the international organization, Earth Echo, Students McPhillips and Graham made comments about their World Water Monitoring Day events.

Student McPhillips stated that Earth Echo’s main mission is to empower the youth to educate their community on the importance of water quality, which is important to Greenville and North Carolina. When our water quality changes, it can negatively impact the environment and our fishing industry shrinks in size, causing economic instability for our state.

Student Graham summarized and invited the Mayor and City Council to attend the World Water Monitoring Day Events:

- September 17, 2019                      6:00 pm - 7:30 p.m. Screening the Netflix documentary, *Chasing Coral*, at the Town Common with the star of the show, Zack Rago in attendance
- September 18, 2019                      1:00 pm - 2:30 pm World Water Monitoring Day Event at River Park - Invitation for local eighth graders to learn about water quality and its importance in the community

Helayna Clark – 304 Woodspring Lane

Student Clark stated that she is the Founder and President of Bye Bye Plastic Bags NC, which is a youth led nonprofit that advocates against single use plastic. This organization is part of the global network so there are 38 locations in North America, Africa, and Asia.



Student Clark asked the Mayor and City Council

- To partner with Bye Bye Plastic Bags, Plastic Free NC, and Love A Sea Turtle in recognizing local businesses and schools with a volunteer service award, if they use sustainable practices
- To conduct a survey for one month to determine how much plastic is produced in the City of Greenville during that period, which will enable Bye Bye Plastic Bags to assist the City in finding a feasible actionable approach to mitigate plastic pollution
- To invite the ECU to exemplify sustainability by finding an alternative use of plastic cups at their football stadium because those cups are not environmentally friendly

Gaun Patel and Abby Yoon – No Address Given

D. H. Conley High School Students Patel and Yoon made comments about Love A Sea Turtle and a community garden and community orchard in Greenville. Student Patel stated that she is the coordinator for a community garden and orchard in Greenville. Both are organically practices and produce fresh produce. It is crucial for them to have clean water because without it, they will not be able to donate their fresh produce to the First Born Community Center in Grimesland, North Carolina.

Student Yoon stated that plastic continues to accumulate everywhere. A student from Love A Sea Turtle collected nearly 10,000 plastic bottles over the span of three months from the trashcans at D. H. Conley High School. Greenville should be proactive in mitigating the plastic pollution crisis. Love A Sea Turtle would like to partner with Greenville to devise feasible and effective approaches in reducing our own plastic waste.

Student Yoon stated that one potential method would be to strengthen the schools' recycling programs. The members of Love A Sea Turtle can collaborate with Pitt County Schools in order to do that. Love A Sea Turtle is willing to reach out to the community, going door to door and to provide dialogue to the city officials on how local businesses and stores are aiming to adopt sustainable practices.

Emma Dart and Isabella Daniels – No Address Given

As students of D. H. Conley, Students Dart and Daniels made comments about Paint the Drain and a project on recycled art. Student Dart stated that she is the Pitt County coordinator for Paint the Drain. This program gives awareness about the dangers of pollution and, hopefully prevents people from throwing trash in stormwater drains in order to keep our water clean. Volunteers of this group paint stencils with "Don't Pollute Close to the River" onto stormwater drains. Anything that goes into these drains flow straight into our local waterways, which is where marine life resides.

Student Daniels stated that she has been a member of Love A Sea Turtle for four years. She enjoys art and she has decided to make a difference by diminishing plastic through art.



These pieces of art will send an important message that there is still a way to save the planet and make it pretty. This movement will educate people about refusing to use single plastic. It can add life and color to Greenville, if it is placed around the City. This is a great opportunity for those with creative ideas and those who want to leave a positive mark on the world.

Stephen Brand - 502 River Hill Drive

Mr. Brand stated that his concerns about the following unsafe issues on River Hill Drive were reported to the City Council at its January 7, 2019 City Council meeting:

- A speed bump is needed on River Hill Drive because there is one entrance to the neighborhood and bus drivers are the major people who are speeding down the hill.
- There is an issue with trucks travelling through the neighborhood with loud mufflers.
- A lot of noise is coming from guns fired by hunters on the other side of River Hill Drive.
- A sidewalk is needed because there is no safe way to get across Highway 33 without sidewalks.

Mr. Brand stated since that time, he discussed some of these issues with Greenville Police Department officers and the Chief of Police. He was informed by Sergeant Mike Ross that between January 25 and February 12, 2019, a speed monitor was placed in his neighborhood. Within 19 days, 11,546 vehicles had entered the neighborhood and 5,359 of those were speeding. There are approximately 18 children living in his area only and they walk and ride bicycles plus people run, and there are pets in the neighborhood. Recently, a family dog and cat were killed.

Mr. Brand stated that he has not received a response about placing speed bumps in this neighborhood. The Chief of Police informed him that the loud mufflers and the modification of them are not considered as illegal. A sidewalk is needed so that the residents can walk to Walmart and FoodLion. Hopefully, something will be done about these unsafe issues.

Mayor Connelly asked Mr. Brand to give his contact information to Assistant City Manager Michael Cowin. Mayor Connelly stated that the Public Works Department will set up the proper equipment to measure whether the street qualifies for speed cushions.

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**SPECIAL RECOGNITIONS**

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Greenville Tar Heel 8-10 Year Old All-Star Baseball Team – Regional Champions

Mayor Connelly recognized the team members and coaches, stating that this group of young men carried on Greenville’s strong baseball tradition. This summer, the team won its district and state tournaments before returning home to Elm Street Park to take part in the Annual Tournament of State Champions. From there, the team went on to become the third Greenville team to ever win the tournament of State Champions, a regional championship featuring All-Star teams from North Carolina, Virginia, South Carolina, Tennessee, Georgia, Florida, and West Virginia.

Council Member Litchfield made comments about the team members and their parents and the team coaches, stating that these kids played well together. He never heard complaining or blinkering between them, which is uncommon, and that was likewise for the parents.

Mayor Connelly and Council Member Litchfield presented certificates to the team members and coaches.

*Team Members*

Landon Brown	William Litchfield
Kasyn Chase	Landon Scott
Sullivan Cobb	Parker Simo
AB Daughety	Tyce Thompson
Chase Davis	Luke Tyndall
Webb Evans	Matthew Tyndall
Rooke Knittle	

*Coaches*

Roman Knittle  
Corey Scott  
Barry Simo

Community Development Department’s Housing Division – John A. Sasso Award from the National Community Development Association

City Manager Wall recognized the Community Development Department’s Housing Division as being one of the nine recipients to receive a national award on June 21, 2019. The National Community Development Association recognized the City of Greenville for its exemplary community engagement during Community Development Week.

City Manager Wall explained that this award recognizes outstanding community efforts to promote and to celebrate Community Development Block Grants and the HOME Investment Partnership Programs. From April 22-27, 2019, the Housing Division staff hosted a number of events and workshops. This award is symbolic of their hard work, engaging our community, showing our community the value of those community development dollars, as well as how Greenville can do more with what it has through partnerships. City Manager Wall presented the award to Housing Administrator Tiana Berryman, Planner II Sylvia Brown, and Planner I Gayla Johnson.



Les Everett – Distinguished Service Award from the North Carolina Building Inspectors Association

City Manager Wall recognized Assistant Community Development Les Everett as being a recipient of this award and his past and continuing service with the City of Greenville. City Manager Wall read a letter from the President of the North Carolina Building Inspectors Association commending Mr. Everett’s service as a member of the Association.

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**(ADDED ITEM) APPOINTMENTS TO BOARD AND COMMISSION**

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Human Relations Council

Mayor Pro-Tem Glover made a motion to appoint La’Quon Rogers to fill an unexpired term that will expire September 2021. Council Member Bell seconded the motion and it carried unanimously.

Mayor Pro-Tem Glover made a motion to appoint Francisco Limon to fill an unexpired term that will expire September 2021. Council Member Bell seconded the motion and it carried unanimously.

Mayor Pro-Tem Glover continued all remaining appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Meyerhoeffer made a motion to:

- Reappoint Austin Hill to a first three-year term that will expire July 2022
- Reappoint Diane Taylor to a second three-year term that will expire July 2022
- Recommend the reappointment of Dustin Mills to a first three-year term that will expire in July 2022 to the Pitt County Board of Commissioners

Council Member Bell seconded the motion and it carried unanimously.

Youth Council

Mayor Pro-Tem Glover made a motion to appoint Jamila Galloway to an unexpired term that will expire September 2019. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

Mayor Pro-Tem Glover continued all remaining appointments to the next meeting.

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**CONSENT AGENDA**

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City Manager Ann Wall introduced the following item on the Consent Agenda:



- Minutes from January 25-26, 2019 City Council Planning Session; City Council meetings held on April 11, May 9, May 20, June 10, and June 13, 2019; and City Council workshops held on November 5, 2018 and February 11, March 25, April 8, May 20, and June 10, 2019

Council Member Meyerhoeffer noted that one revision should be made to the minutes from the May 20, 2019 City Council meeting. Where Mayor Thomas is typed on page six, it should be changed to Mayor Connelly.

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

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**NEW BUSINESS**

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PUBLIC HEARING

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

City Manager Ann Wall explained that the Edward Byrne Memorial Justice Assistance Grant is funds received from the Bureau of Justice Assistance to help communities. The Bureau of Justice Assistance designates grants based on a jurisdiction's size and crime rate. Staff feels that the Greenville Police Department will be eligible to receive approximately \$31,000 and a significant portion of this funding will be used for the ShotSpotter program.

Mayor Connelly asked whether this application is in conjunction with the Pitt County Sheriff's Department as well.

City Manager Wall responded that is correct.

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

Motion was made by Council Member Litchfield and seconded by Council Member Bell to authorize the Greenville Police Department to complete the application process for the grant. Motion carried unanimously.



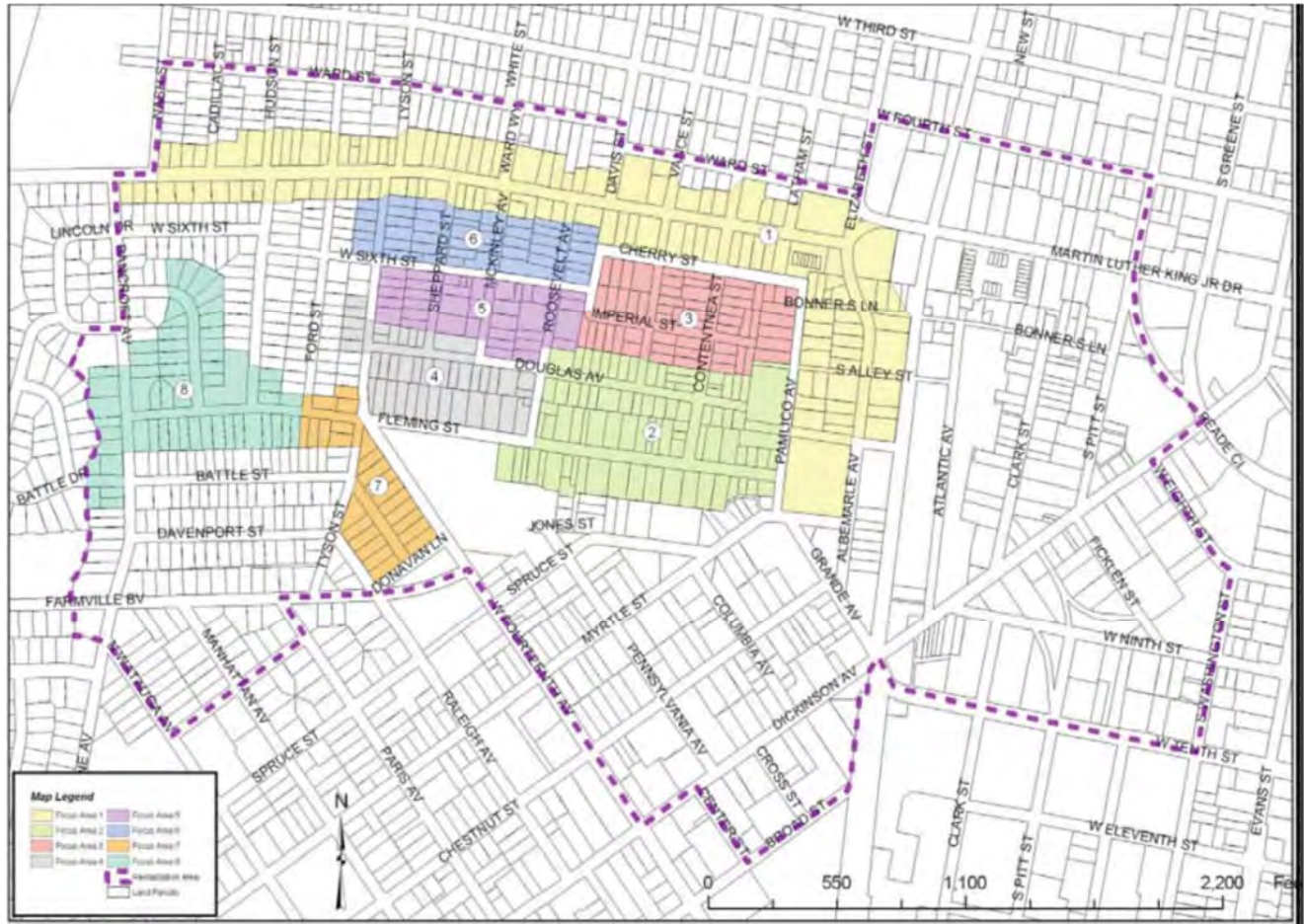


**OTHER ITEMS OF BUSINESS**

WEST GREENVILLE COMMUNITY AND ENERGY EFFICIENCY GRANTS

Housing Administrator Tiana Berryman of the Community Development Department explained that because of a property transfer, the City of Greenville negotiated \$100,000 to be invested in West Greenville. There are two different programs: 1) to support youth development activities and 2) to provide energy efficiency for homeowners. The City Council directed staff to detail an application process for each of these programs.

Administrator Berryman explained that the West Greenville Community Grant is for the youth development program and the Energy Efficiency Grant is for the homeowners. Each of these programs would be funded with a total of \$50,000 each. The West Greenville Revitalization area will be the qualifying district for both programs. A map of the area is as follows:





Administrator Berryman explained that the West Greenville Community Program will fund youth development activities for the existing or start-up nonprofits that are primarily located within the boundary or serve residents within the West Greenville Revitalization area. Awards will be made in an amount not to exceed \$5,000 per agency. Applications will be accepted bi-annually from 501(c)(3) organizations or those with oversight from an established entity. An example is a Little League Baseball team which has oversight from a state or regional entity of some sort.

Administrator Berryman explained that awards will be determined by a staff selection committee and will be based on need, intended outcome, experience, community support, and an interview. The following is a proposed timeline for the application and selection process:

### Proposed Timeline

Date	Activity	Notes
September 15	Due Date	Complete application due.
September 23-27	Interviews	Comments returned to applicant.
October 4	Award Announcement	Selection committee awards announced
November 4	Vendor information deadline	Applicant has 30 days to complete vendor registration for the awarded agency.

Administrator Berryman explained that this would be the first round of the program and the next round would take place March 15, 2020.

Administrator Berryman explained that the purpose of the West Greenville Energy Efficiency Grant is to assist homeowners with energy efficiency repair of their homes. These individuals live within the West Greenville Revitalization area and do not qualify for other assistance programs. The eligible households may receive up to \$10,000 for repairs as determined by a Greenville Utilities Commission energy audit. The funding will be available for households that are up to 120% area median income (AMI). The current cap is at 100% AMI. The City has an energy efficiency program which is citywide up to 100% AMI.

Administrator Berryman explained that homeowners must be current on their taxes, mortgage, and insurance payments as consistent with other rehab programs. The amount of the grant is secured by a 5-year deed of trust. Construction will be provided by eligible contractors and include a one-year warranty period.





Mayor Pro-Tem Glover stated that the applicant eligibility requirement of up to 120% AMI is set too high. Mayor Pro-Tem Glover asked whether the 120% AMI is based on the income of every single person who is employed in the household.

Administrator Berryman responded that is correct. Every income earner over the age of 18 would count toward the 120% AMI. Because the City has a citywide program that is at 120% AMI, this program would specifically be allowed or available for households that are above 100% AMI and up to 120% AMI. So, there is a gap in the income.

Mayor Pro-Tem Glover stated that often people over 18 years of age in the household come and go and even though they are employed, the AMI should only be based on the income of the owner of the house, which needs to be refurbished.

Mayor Pro-Tem Glover stated the other rehabs are based on the homeowner's income and she feels that this program should be the same. This money was given to the City to be spent in the West Greenville Revitalization area. A lot of people do not receive funding from the City's HOME Program because either the money ran out or they do not qualify.

Mayor Pro-Tem Glover stated that the City does not want to make it difficult for people to be eligible for the money. The problem is that the homeowners cannot get the funding for the rehabs especially when they are winterizing their homes, including the installation of energy efficiency windows and doors.

Mayor Pro-Tem Glover stated that a lot of people are qualified for the funding, but they cannot receive the necessary services because the 120% AMI requirement is based on all the earners' income in the household instead of the homeowner's income. A lot of homeowners have been waiting 20-30 years to receive assistance and remain on the City's list because they have not received the service from the HOME Program. This money is available to make it easy for the homeowners to winterize their houses so that their utility bills will not be as much as they are today. Often, there is a single 80-90 year old person that has not received any help from the City and their home needs to be winterized.

City Manager Wall stated that staff can certainly come back with some options related to flexibility on the income and more focus on winterization and less on energy efficiency. The energy efficiency grants are envisioned to be up to \$10,000, which means that the City would only be able to do five homes. If additional winterization is done, the City might be able to spread the money out a little bit more. Staff can bring back a plan to the City Council for the energy efficient weatherization at its next meeting.

Mayor Pro-Tem Glover stated that eventually, the City should look at setting aside \$100,000 or \$200,000 annually to assist people with bringing their homes up to standard. When people build houses and apartments in the community, the City gives them some upfront money. The City should look at the low-income areas in the City and make sure that those residents are being taken care of as well. West Greenville is a certified blighted area by the State of North Carolina.



Mayor Connelly asked whether some of the Community Development Block Grant (CDBG) and HOME Program funds for this purpose. Also, he asked whether in the next cycle staff could create a category for weatherization of homes.

Administrator Berryman responded that currently, staff uses the CDBG and HOME funds for some more activities. Staff could look at the CDBG funds to create a subset from the City's rehab program.

Mayor Pro-Tem Glover stated that, regarding the West Greenville Community Grant, there are two nonprofits in West Greenville: 1) Jackie Robinson Baseball League and 2) Pitt Lightning Youth Football Program. Last year, the community collected money for the Lightning team to attend the trip to the Hall of Fame in Chicago.

Mayor Pro-Tem Glover suggested that she and Council Member Daniels should meet with staff to discuss the funding for the West Greenville Community Grant. Also, she and Council Member Daniels should serve on the selection committee because this agenda item involves Districts 1 and 2.

Mayor Pro-Tem Glover requested that this agenda item be tabled until September due to her concerns about the 120% AMI, nonprofits, and the selection committee.

Council Member Daniels asked staff to explain the disbursement of grant funds as far as the recipients are asked to attend a City Council meeting within six months to present their project's accomplishments.

Administrator Berryman responded that the recommendation was to have the awardees to explain whatever accomplishments were attained with the help of the funding. Examples are a nonprofit may have purchased new equipment for its sports team or a community garden was planted. Staff will organize a presentation to bring back to the City Council within six months just to showcase the work that is being done with the funding.

Council Member Daniels stated she feels that the awardees may become intimidated and nervous about the request to come before the City Council with a presentation. Council Member Daniels asked whether someone will be available to assist them with preparing their presentations.

Administrator Berryman responded that staff will work closely with each organization to compile a short and simple slideshow and walk them through the presentations.

Mayor Connelly asked whether a presentation should be a requirement.

Administrator Berryman stated there will be no recapture or anything similar incorporated in this program. It is an honor system. The City is providing this funding and would like to see what the organizations are doing and to hold them accountable. The presentations can certainly be excluded.



Council Member Smiley stated that it could be a written report.

City Manager Wall explained that the presentation is for the organizations receiving the West Greenville Community Grant funding and is not for the individuals receiving the energy efficiency funding. It would an opportunity to showcase the great things that are taking place in Greenville.

Council Member Daniels stated that it would be good for the City Council to review the reports prior to the presentation as well.

Motion was made by Council Member Bell and seconded by Mayor Pro-Tem Glover to table this agenda item until September. Motion carried unanimously.

BUDGET ORDINANCE AMENDMENT #1 TO THE 2019-2020 CITY OF GREENVILLE BUDGET (ORDINANCE #19-031), CAPITAL PROJECTS FUNDS (ORDINANCE #17-024), GREENWAYS CAPITAL PROJECT FUND (ORDINANCE #12-007), RED LIGHT CAMERA PROGRAM FUND (ORDINANCE #18-038), AND DONATIONS FUND (ORDINANCE #18-062) – Ordinance No. 19-040

Director of Financial Services Byron Hayes explained that this is the first budget amendment for the Fiscal Year 2019-2020 City of Greenville Budget. The Budget Ordinance Amendment #1 includes adjustments to the General Fund, Transit Fund, various Capital Projects Funds, Red Light Camera Program Fund, and Donations Special Revenue Fund.

The following is a summary of the line items of this budget ordinance amendment:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To move capital expenses to corresponding departments as well as recognize transfers within the designated Capital Projects funds.	-General	-
		-PW Capital	2,850,000
		-R&P Capital	150,000
B	To move funds from Fire/Rescue to Police to cover IT-related expenses.	-General	-
C	To recognize donations received during FY 2019.	-Donations	77,399
D	To recognize funding received from NCDOT for supplemental agreement approved in February 2014. Also recognize additional funds received	-Greenways	2,703,000
		Capital	360,000



	from NCDOT and moving City match from Street Bond Fund.	-Street Imp Bond	
E	To recognize funds within Street Imp Bonds Capital Project for Arlington Improvements.	-Street Imp Bond	1,002,567
F	To recognize funds received within the Public Transportation fund for advertising and Greyhound Bus Tickets.	-Public Transportation	48,200
G	Adjust Sheppard Memorial Library budget to reflect County adjustment before their adopted ordinance.	-Sheppard Memorial Library	<38,655>
H	To set up capital project fund for Fire/Rescue Station #7.	-Fire/Rescue Capital	6,000,000
I	To recognize new funds received within the Red Light Camera Program fund.	-Red Light Camera Program	1,400,000
J	To appropriate grant revenue for the MPO study carryover	-General Fund	193,315

Director Hayes explained that because of these adjustments, the Operating Fund Budget increases to \$136.7 million and the Capital Fund Ordinance increases to \$164.75 million.

Mayor Connelly asked for the duration or the timeframe for the Red Light Camera Program.

Director Hayes responded that the \$1.4 million is the yearly appropriation. Next year, an additional amount will be appropriated.

Mayor Connelly asked whether the City runs the program from a regular fiscal year.

City Manager Wall responded that this program runs as of July 1, 2019 and the appropriation is for the current fiscal year.

Mayor Connelly asked for the estimates for the past year.

Director Hayes responded that the appropriation was about \$1.8 million. Staff anticipated that it would decrease due to the nature of the program.

Mayor Connelly asked as far as the Greyhound bus tickets, does the City receive any type of revenue or share from that \$37,200.

Director Hayes responded that is the revenue, which the City receives, for the bus tickets, so, staff is just increasing the expense appropriation to match the increase in the revenue



sales. The \$37,200 is the actual revenue between that and the advertising for the Bus Director.

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

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**CITY MANAGER’S REPORT**

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City Manager Wall invited the citizens and the Mayor and City Council to attend a presentation of the photography done by Communication Specialist Aaron Hines of the City’s Public Information Office. This presentation is scheduled for September 6, 2019 at 5:00 p.m. at the Emerge Art Gallery. Also, Aaron is a nominee for some national awards related to his photography.

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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 East Carolina University (ECU) has taken away their support of a full-time position in the City’s Code Enforcement Division. The cost for this position was only \$40,000 plus the employee only worked in the area near the University. The University should rethink this situation and the position should be placed back in the Code Enforcement Division. There were two full-time Code Enforcement Officers working in that area, the City assigned one and the other one was assigned by ECU. Also, it worked well as a part-time position.

Mayor Pro-Tem Glover recommended that the City Manager have discussions with the ECU representatives about the importance of having that extra Code Enforcement Officer in that area.

City Manager Wall said that she will be happy to share the City Council’s concerns with the ECU representatives about this request. At this point, the City is fully staffed in code enforcement. The City did receive this contribution from the ECU to offset the cost of a Code Enforcement Officer.

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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 and G.S. §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee, or more specifically, to conduct the annual performance evaluations of appointed staff. Council Member Smiley seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in closed session at 7:30 pm and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Daniels to return to open session. Motion was approved unanimously, and Mayor Connelly returned the City Council to open session at 10:30 pm.

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**ADJOURNMENT**

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There being no further business before the City Council, Council Member Smiley moved to adjourn the meeting, seconded by Council Member Bell. The motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 10:33 pm.

Respectfully Submitted

Polly Jones  
Deputy City Clerk



## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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**Title of Item:** Resolution of Intent to Close an Alleyway located on the east side of Cedar Lane and south of East Tenth Street

**Explanation:** **Abstract:** This item is to consider a Resolution of Intent to Close an Alleyway located on the east side of Cedar Lane and south of East Tenth Street.

**Explanation:** Closure of the alleyway is being requested by the City due to reoccurring public nuisance issues. Residents from Cedar Lane have also reached out to the City to request that the alley be closed. City staff has provided notice to all abutting property owners that the City intends to close this alley. All businesses that abut this alley have their primary access from either East Tenth Street or Greenville Boulevard.

The utility easement for sanitary sewer, communications, etc. will remain in place after closure of the alley so that access is provided to the appropriate utility.

**Fiscal Note:** The City receives no Powell Bill funds for maintenance of alleyways. Budgeted funds for yearly maintenance of this alleyway will no longer be required upon the effective date of the Resolution to Close by City Council. The City has incurred the expense of \$4,700 for the preparation of the street closing map.

**Recommendation:** Approve the Resolution of Intent to Close an Alleyway located on the east side of Cedar Lane and south of East Tenth Street setting a public hearing on October 10, 2019, to consider the Resolution to Close.

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ATTACHMENTS:

- ▣ **Cedar\_Lane\_Alleyway\_closing\_resolution\_1098894**
- ▣ **Cedar Lane Alley Map**

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
DECLARING ITS INTENT TO CLOSE AN ALLEYWAY LOCATED ON THE  
EAST SIDE OF CEDAR LANE AND SOUTH OF E. TENTH STREET

WHEREAS, the City Council intends to close an Alleyway in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close said alleyway, more particularly described as follows:

- To Wit: Being 20 foot wide alleyway as shown on that plat entitled “Street Closing Map For 20’ Alley - Map Book 8, Page 34”, prepared by Rivers & Associates, Inc.
- Location: Lying and being in the City of Greenville, Pitt County, North Carolina and being located on the east side of Cedar Lane and 172.5 feet south of E. Tenth Street, and being more particularly described as follows:
- Description: BEGINNING at an iron pipe set at the intersection of the eastern right of way of Cedar Lane with the northern line of a 20’ alleyway, with side iron being referenced as N 33°12’43” E to an existing iron pipe located at the intersection of the eastern right of way of Cedar Lane with the southern right of way of East Tenth Street; thence from said BEGINNING POINT and running along the northern boundary of the 20’ alleyway, S60°33’55”E – 206.05’ to an existing iron pipe; thence S60°33’55”E – 75.00’ to an existing iron pipe; thence S60°33’55”E – 50.01’ to a mag nail set in the common line with the Tash Dellagatta, et al, property as recorded in Deed Book 3138, Page 356; thence running along the common line with the Dellagatta property, S30°45’43”W – 20.00 feet to an iron pipe set in the southern boundary of the alleyway; thence running along the southern boundary of the alleyway, N60°30’24”W – 115.98’ to an existing iron pipe; thence, N60°24’26”W – 89.93’ to an existing iron pipe; thence, N60°47’20”W – 126.02’ to an iron pipe set in the eastern right of way of Cedar Lane; thence running along the eastern right of way of Cedar Lane, N33°11’10”E – 20.16’ to the POINT OF BEGINNING containing 6,584.2 square feet.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chambers, City Hall, Greenville, North Carolina, on the 10<sup>th</sup> day of October, 2019, at 6:00 p.m., to consider the advisability of closing the aforesaid alleyway. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 9th day of September, 2019.

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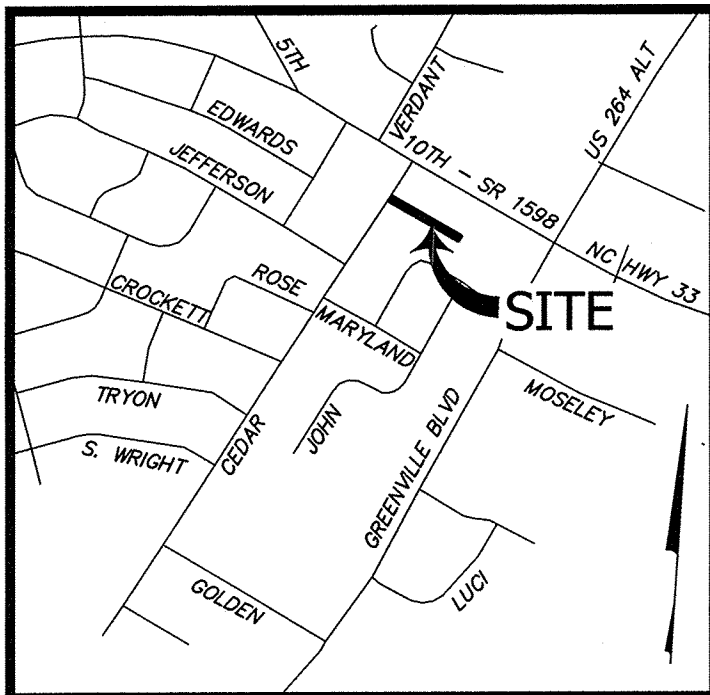
P.J. Connelly, Mayor

ATTEST:

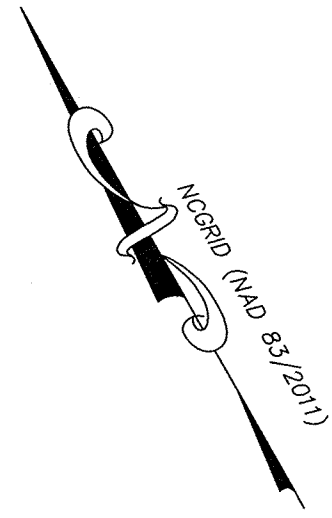
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Carol L. Barwick, City Clerk

#1098894



Vicinity Map  
SCALE: 1" = 1000'

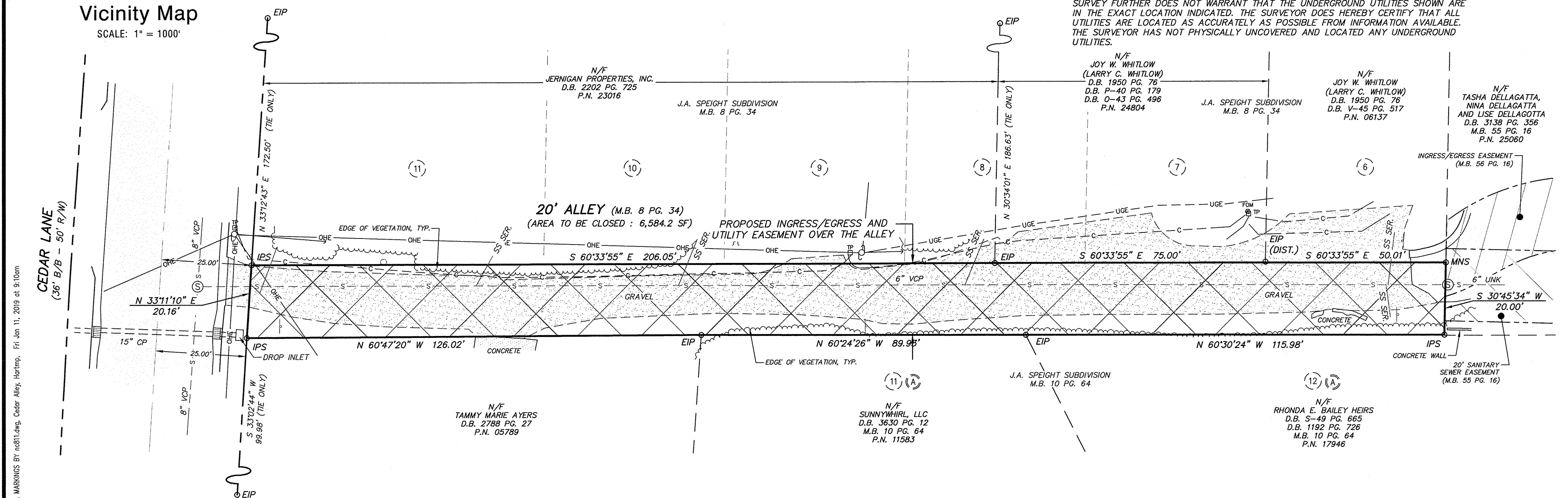


**REFERENCES:**

- M.B. 8 PG. 34
- M.B. 10 PG. 64
- M.B. 55 PG. 16
- D.B. 3630 PG. 12
- D.B. 3138 PG. 356
- D.B. 2728 PG. 27
- D.C. 2202 PG. 725
- D.B. 104 PG. 253
- D.B. V 45 PG. 517
- D.B. P 40 PG. 179
- D.B. 1950 PG. 76
- D.B. 0 43 PG. 496

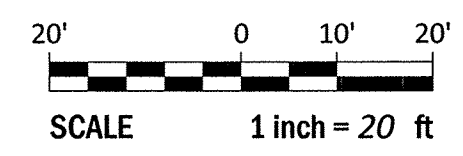
**NOTES:**

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
2. NO POINTS SET UNLESS OTHERWISE INDICATED.
3. THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720468800K PANEL 4688, EFFECTIVE JULY 7, 2014.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
5. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
6. UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL MAPS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. TICKET NUMBER C183091670.
7. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.



**LEGEND**

— R/W —	RIGHT-OF-WAY (R/W)	B/B	BACK TO BACK	⊙	SEWER MANHOLE	[Hatched Box]	INGRESS/EGRESS EASEMENT (D.B. 1101 PG. 524)
-c-	COMMUNICATION LINE (MARKINGS BY NC811)	M.B.	MAP BOOK	⊕	TELEPHONE PEDESTAL	[Hatched Box]	SANITARY SEWER EASEMENT (M.B. 55 PG. 16)
-OHE-	OVERHEAD ELECTRIC	D.B.	DEED BOOK	⊕	SIGN	[Hatched Box]	GRAVEL
-UGE-	UNDERGROUND ELECTRIC (GUC/NC811 MARKING)	P.G.	PAGE	⊕	GUY WIRE	[Hatched Box]	CONCRETE
-S-	ALLEY CLOSING BOUNDARY	P.N.	PARCEL NUMBER	⊕	UTILITY POLE	[Hatched Box]	ASPHALT
-S-	SANITARY SEWER	R/W	RIGHT OF WAY	⊕	FIBER OPTIC MARKER	[Hatched Box]	PROPOSED EASEMENT (AS NOTED)
-SD-	STORM DRAIN	EIP	EXISTING IRON PIPE	⊕	TREE STUMP	[Hatched Box]	
-E.V.-	EDGE OF VEGETATION	CP	CONCRETE PIPE	⊕	NO POINT SET	[Hatched Box]	
-A.P.L.-	ADJOINER PARCEL LINE	IPS	IRON PIPE SET	⊕	PLATTED BLOCK/LOT NO	[Hatched Box]	
-SS SER.	SANITARY SEWER SERVICE (NC 811 MARKING)	MNS	MAG NAIL SET	⊕	CATCH BASIN	[Hatched Box]	
-VCP-	VITRIFIED CONCRETE PIPE	DIST.	DISTURBED	⊕	SHRUB	[Hatched Box]	



#3- 1/11/2019: CHANGED EASEMENT TO ADD INGRESS/EGRESS PER CITY COMMENTS  
 #2- 12/18/2018: ADDITIONAL NC811 MARKINGS  
 REVISIONS: #1- 11/29/2018: REVISED CITY OF GREENVILLE COMMENTS

**MAYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE 20' ALLEY AS SHOWN HEREON.

RESOLUTION NO. \_\_\_\_\_

SIGNED \_\_\_\_\_ MAYOR

SIGNED \_\_\_\_\_ CITY CLERK

STATE OF NORTH CAROLINA  
 COUNTY OF PITT

I, \_\_\_\_\_  
 A REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_  
 DATE \_\_\_\_\_

SOURCE OF TITLE

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

*Patrick W. Hartman*  
 PROFESSIONAL LAND SURVEYOR  
 REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JA ON 11/04/18 - 11/28/2018, THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 28TH DAY OF NOVEMBER, 2018.

*Patrick W. Hartman*  
 PROFESSIONAL LAND SURVEYOR  
 REGISTRATION NUMBER L-4262

NORTH CAROLINA  
 PROFESSIONAL LAND SURVEYOR  
 SEAL  
 L-4262  
 PATRICK W. HARTMAN

DATE 11/28/18

SURVEY RB DRAFT PH/KB  
 DESIGN CHECK PWH

NC License: F-0334  
**Rivers**  
 & ASSOCIATES, INC.  
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 Greenville, NC 27858  
 (252) 752-4135  
 Engineers  
 Planners  
 Surveyors  
 Landscape Architects

**STREET CLOSING MAP FOR**  
**20' ALLEY - MAP BOOK 8 PAGE 34**  
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE 1" = 20'  
 DRAWING NO. Z-2641  
 SHEET 1 OF 1



## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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**Title of Item:** Ordinance and reimbursement resolution for Greenville Utilities Commission's Sewer Capital Project Budget for the Wastewater Treatment Plant Replacement of Clarifier No. 1

**Explanation:** **Abstract:** Greenville Utilities Commission seeks approval of its capital project budget for Wastewater Treatment Plant Replacement of Clarifier No. 1.

**Explanation:** GUC's Wastewater Treatment Plant (WWTP) recently lost the use of one of its clarifiers due to buckling of the clarifier concrete floor. The loss of Clarifier No. 1 represents a reduction of approximately 20% of the wastewater clarification capacity of the WWTP.

North Carolina Department of Environment and Natural Resources (NCDENR) has advised GUC that the diminished capacity due to the loss of Clarifier No. 1 may result in NCDENR reducing the permitted treatment capacity of the WWTP. NCDENR has also advised that GUC should proceed to replace Clarifier No.1 as soon as possible and keep them informed of the progress. A decrease in our rated capacity would negatively impact GUC's ability to accommodate growth and recruit new industry.

The current WWTP Master Plan recommends the construction of two new clarifiers on the newest side of the plant. These new clarifiers will (1) replace the lost clarification capacity mentioned above and (2) result in improved plant operations, an enhanced treatment process, and an increase of plant treatment capacity to approximately 22.5 million gallons per day.

At its August 15, 2019 regular meeting, the GUC Board of Commissioners approved staff's recommendation of adoption of a Sewer Capital Budget in the amount of \$6.0 million for the construction of two new clarifiers and associated piping at the WWTP, adoption of a reimbursement resolution, and recommends similar actions by City Council.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt attached ordinance and reimbursement resolution

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ATTACHMENTS:

- ▣ **Ordinance**
- ▣ **Reimbursement Resolution**

ORDINANCE NO. 19-\_\_\_\_\_

SEWER CAPITAL PROJECT BUDGET  
Wastewater Treatment Plant Clarifier Replacement Project

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section 1. Revenues. Revenues of the Sewer Capital Project Budget, Wastewater Treatment Plant Clarifier Replacement Project, is hereby established to read as follows:

Revenue

Long Term Debt	\$4,000,000	
Capital Projects Fund Balance	<u>\$2,000,000</u>	
Total Project Revenue		<u><u>\$6,000,000</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, Wastewater Treatment Plant Clarifier Replacement Project, is hereby established to read as follows:

Expenditures

Project costs	<u>\$6,000,000</u>	
Total Project Expenditures		<u><u>\$6,000,000</u></u>

Section 3. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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



**RESOLUTION NO. 19-\_\_**  
**RESOLUTION DECLARING THE INTENTION OF THE**  
**CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE**  
**GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH**  
**CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH**  
**CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR**  
**CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE**  
**ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the "Combined Enterprise System") with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness ("Debt") issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the "Expenditures") incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the "Additional Improvements") more fully described below;

WHEREAS, the Additional Improvements consist of sewer treatment plant upgrades; and

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

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

Section 1. The City hereby declares concurrence with the Commission's intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a party that is not related to or an agent of the Commission or City so long as such grant does not

impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$6,000,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the \_\_ day of \_\_\_\_\_, 2019.

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P. J. Connelly, Mayor

ATTEST:

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Carol L. Barwick, City Clerk



## City of Greenville, North Carolina

Meeting Date: 9/9/2019

Time: 6:00 PM

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**Title of Item:** Resolution declaring certain property as surplus and authorizing conveyance without monetary consideration to the Town of Bethel

**Explanation:** **Abstract:** The Public Works Department has determined that certain property as described in the attached resolution is surplus to the needs of the City of Greenville. The Town of Bethel desires to obtain the surplus vehicles and equipment without monetary consideration. This item is to consider transfer of the surplus vehicles and equipment from the City of Greenville to the Town of Bethel.

**Explanation:** The Public Works Department has determined that certain property is surplus to the needs of the City of Greenville. The surplus vehicles and equipment include a 1995 Ford Tractor, 2007 Bat Wing Mower, and a 2010 Chevrolet Impala.

The Town of Bethel desires to obtain the surplus vehicles and equipment without monetary consideration upon such terms and conditions the City of Greenville deems wise. North Carolina General Statute 160A-280 permits the Greenville City Council to authorize the disposition of real or personal property to another governmental unit. Public Works is requesting City Council authorize the transfer of the aforementioned vehicles and equipment to the Town of Bethel.

**Fiscal Note:** The surplus vehicles and equipment will be transferred to the Town of Bethel without monetary consideration.

**Recommendation:** City Council approve the attached resolution declaring certain property as surplus and authorizing disposition of the surplus property to the Town of Bethel without monetary consideration.

---

ATTACHMENTS:

□ **Resolution\_Conveyance\_Without\_Monetary\_Consideration\_Surplus\_Vehicles\_to\_Town\_of\_Bethl\_1110223**

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS  
AND AUTHORIZING CONVEYANCE WITHOUT MONETARY CONSIDERATION TO  
THE TOWN OF BETHEL

WHEREAS, the Greenville Public Works Department has determined that certain property is surplus to the needs of the City of Greenville;

WHEREAS, the Town of Bethel can put this property to use; and

WHEREAS, North Carolina General Statute 160A-280 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 without monetary consideration to the Town of Bethel for zero dollars (\$0.00), said property being described as follows:

<b>Asset</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Type</b>	<b>VIN</b>
2797	1995	Ford	4630	Tractor	BE01427
6746	2007	BEFCO	315FLXH	Bat Wing Mower	269111
6993	2010	Chevrolet	Impala	Vehicle	1D4HB38N64F161965

This the 9<sup>th</sup> day of September, 2019.

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

ATTEST:

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

#1110223



# City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

**Title of Item:** Report on Bids and Contracts Awarded

**Explanation:** **Abstract:** The Director of Financial Services reports that the following bids and/or contracts were awarded over a certain dollar threshold 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 June, July, and August.

Date Awarded	Description	Vendor PO Number	Amount	MWBE Vendor?	Does Local Preference Apply?
6/13/2019	River Park North Accessible Water Sports Facility Site Improvements	Bridgeview Contractors PO# 19000501	\$123,400.00	No	No
6/21/2019	Imperial Warehouse Demolition	P&P Demolition PO# 19000509	\$174,000	No	No
6/25/2019	Demolition at 408 Hudson Street	W.A. Powell PO# 19000512 Musco Lighting	\$68,000.00	No	No
7/12/2019	Lighting at Evans Park Ball Field #1	NOTE: Cooperative Purchase (Sourcewell) PO# 20000013	\$235,000.00	No	No

		Musco Lighting			
		PO# 20000014			
7/12/2019	Lighting at Evans Park Ball Field #2	NOTE: Cooperative Purchase (Sourcewell) Lawmen's Distribution	\$213,000.00	No	No
8/6/2019	Ammunition for Police	PO# 20000043	\$81,745.75	No	No
		NOTE: State Contract McGowan Painting Contractors			
8/6/2019	H. Boyd Lee Exterior Painting	PO# 20000044	\$57,680.00	No	No
		The Teneo Group			
8/15/2019	Annual subscription renewal for firewall security (IT)	PO#20000059	\$71,953.84	No	No

**Fiscal Note:**

Funding for the bids and/or contracts awarded is included in the City of Greenville 2018-2019 and 2019-2020 budget ordinances.

**Recommendation:**

That award information be reflected in the City Council minutes.

ATTACHMENTS:

- ☐ PO 19000501
- ☐ PO 19000509
- ☐ PO 19000512
- ☐ PO 20000044
- ☐ PO 20000059





**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Financial Services Department**

**Description: River Park North Accessible  
Water Sports Facility Site Improvements**

Contractor	Total Bid
*Bridgeview Contractors	\$123,400.00

**\*Only responsive bidder**

*Lamarco Morrison*

Lamarco Morrison, Project Manager

**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Public Works Department

<b>Project Name:</b>		<b>Imperial Warehouse Demolition</b>	
<b>Opening Location:</b>		1500 Beatty St.	29-May-19
<b>Contractor Name</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Total</b>
P&P Demolition and Excavation	\$143,000.00	\$31,000.00	\$174,000.00
H & Sylvia Coleman, GC	\$174,500.00	\$69,500.00	\$244,000.00
4 Seasons Demolition Inc.	\$198,000.00	\$25,800.00	\$223,800.00
Unshakable Builders, LLC	\$216,018.80	\$57,350.00	\$273,368.80
Target Contractors, LLC	\$288,928.00	\$80,357.00	\$369,285.00
Jones and Smith Contractors, LLC	\$319,449.00	\$90,000.00	\$409,449.00
Corbelt Cleaning & Demolition, LLC	\$354,000.00	\$105,000.00	\$459,000.00
E.R. Lewis Construction Co., Inc.	\$384,500.00	\$93,450.00	\$477,950.00
N&N Construction, LLC	\$700,000.00	\$298,400.00	\$998,400.00

Certified by:   
 Ross Peterson, Building & Grounds Supervisor



Find yourself in good company

**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Financial Services Department**

**Description: Demolition 408 Hudson Street**

**Date: 2.22.2019**

Contractor	Total Bid
W A Powell	\$68,000
E R Lewis	\$71,000
Corbett Clearing & Demolition	\$95,705.00

*Les Everett*

Les Everett, Assistant Director – Comm. Development



RECREATION AND PARKS

**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Recreation and Parks Department

<b>Project Name:</b>	H. Boyd Lee Park Exterior Painting	<b>Project No.</b>	PC-0071
<b>Opening Location:</b>	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	<b>Bid Opening Date:</b>	Tuesday, July 30, 2019 10:00 AM

Contractor Name	Ackn. Addn.	Base Bid	Alternate #1 Replace Expansion Joints	Alternate #2 Paint Corrogated Metal	Alternate #3 Clean Windows & Doors	Unit Price #1 Horiz. Per LF	Unit Price #2 Vert. Per LF
McGowan Painting	Yes	\$42,990.00	\$14,690.00	\$44,690.00	\$2,500.00	\$4.40	\$5.20
McCord Contracting	Contractor was invited to bid but did not attend mandatory pre-bid meeting						
Diamond Touch	Contractor was invited to bid but did not attend mandatory pre-bid meeting						

Certified by: Mike Watson

Mike Watson, Parks Coordinator



# Request for Verbal/Written Quotations

**City of Greenville**  
**Financial Services/Purchasing**  
**P.O. Box 7207**  
**201 West Fifth Street**  
**Greenville, NC 27835**  
**Telephone: 252-329-4664**  
**Fax: 252-329-4464**

Requestor	Vendor 1 Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Vendor 2 Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Vendor 3 Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Vendor 3 Local <input type="checkbox"/> MWBE <input type="checkbox"/>
<b>Department: Information Technology</b>	RM Source	SpartanTec	Checkpoint	The Teneo Group
<b>Requestor: Kyle Pitchford</b>				
<b>Date: 8.15.2019</b>				

No.	Description	Quantity	Cost	Cost	Cost	Cost
1	Checkpoint Annual Subscription Renewal (Security Wall)	1 year	\$122,116.95	\$123,064.00	\$128,489.00	\$71,953.84
2						
3						
4						
5						

<b>Subtotal</b>	\$122,116.95	\$123,064.00	\$128,489.00	\$71,953.84
<b>Tax</b>	8,548.19	8,614.48	8,994.23	5,036.77
<b>Total</b>	\$130,665.14	\$131,678.48	\$137,483.23	\$76,990.61

**Note:** All pricing shall include all discounts and freight. Additionally, all pricing should be FOB Destination to the City of Greenville. A copy of this Request for Verbal Quotes Form shall be forwarded to the Purchasing Division as an attachment to the purchase order requisition and will be filed with applicable purchase order for proper documentation of award and compliance with all City policies and procedures.



# City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

**Title of Item:** Various tax refunds greater than \$100

**Explanation:** **Abstract:** Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

**Explanation:** The Director of Financial Services reports refunds of the following taxes:

Payee	Adjustment Refunds	Amount
Bass, Christopher Lee	Individual Property Taxes	320.85
Clark III, Jesse Woodrow	Registered Motor Vehicle	109.43
Conde, Barbara	Individual Property Taxes	472.55
Criscitiello, John Frederick	Registered Motor Vehicle	243.74
Garnder, Terrance	Registered Motor Vehicle	114.88
Hardee, Denine	Registered Motor Vehicle	100.83
Hernandez, Jose	Registered Motor Vehicle	119.07
Jeremy Hopkins	Real Estate Individual	598.12

Mount Pleasant Christian Church	Registered Motor Vehicle	124.22
Mullarkey, Jennifer	Registered Motor Vehicle	133.29
Randle, David	Registered Motor Vehicle	115.20
Roach, Michael	Registered Motor Vehicle	122.65
Tatum-Mintz, William	Registered Motor Vehicle	397.19
Waldecker, Blake	Registered Motor Vehicle	345.38
Williams, Etta	Registered Motor Vehicle	319.88
Williams, Terry	Individual Property Taxes	1,704.85
	<b>REFUND TOTAL:</b>	<b>\$5,342.13</b>

**Fiscal Note:** The total to be refunded is \$5,342.13

**Recommendation:** Approval of tax refunds by City Council



## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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- Title of Item:** Presentations by Boards and Commissions
- a. Planning and Zoning Commission
  - b. Public Transportation and Parking Commission
  - c. Greenville Housing Authority
  - d. Pitt-Greenville Airport Authority

**Explanation:** The Planning and Zoning Commission, Public Transportation and Parking Commission, Greenville Housing Authority, and Pitt-Greenville Airport Authority are scheduled to make their annual presentations to City Council at the September 9, 2019 meeting.

**Fiscal Note:** No direct cost

**Recommendation:** Hear the presentations from the Planning and Zoning Commission, Public Transportation and Parking Commission, Housing Authority, and Airport Authority.

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## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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**Title of Item:** Acquisition of property for a future park project near the intersection of Old Pictolus Road and NE Greenville Boulevard

**Explanation:** **Abstract:** The City proposes to purchase nine parcels of property totaling 163.27 acres located near the intersection of Old Pictolus Road and NE Greenville Boulevard for the development of a park, as recommended in the Tar River Legacy Plan. Approval by City Council to proceed with the purchase is requested.

**Explanation:** In 2014 City Council approved the Tar River Legacy Plan (TRLP), which provided a vision for the long-term environmental and recreational improvements needed to embrace the Tar River. The TRLP envisioned a transformation of the Tar River district focusing on art, culture, history, recreation, pedestrian walkways, and leisure facilities. Such elements were to be initiated in phases to preserve and respect the ecological and environmental constraints of the Tar River and its associated environment.

One of the recommendations of the TRLP was the development of a City park on lake lands situated in proximity to the river. This particular park was envisioned to be a hub for a variety of outdoor recreational activities such as running, hiking, biking, and camping. The park was also thought to be a transformational project that would expand lake-based and river recreation, while also promoting the general and physical well being of the environment and the well being of all residents and visitors to Eastern North Carolina.

City staff identified approximately 163.27 acres of land on the north bank of the Tar River, just east of the US 264 Bypass, as the proposed location for the park. The property is comprised of nine tax parcels located near the intersection of Old Pictolus Road and NE Greenville Boulevard. The following is a list of the nine tax parcels: 01031, 25495, 25492, 28660, 26467, 01030, 01028, 42875, 25493.

The City contracted with The Appraisal Group to establish an "Opinion of Market Value" of the desired property. The Appraisal Group established the value of the

property at \$489,000. The City Manager's Office has negotiated a contract to purchase the land for \$400,000. The negotiated purchase price is 82% of the appraised value. A copy of the contract is attached.

Upon acquisition of the property the City will move forward with the phased development of the park. The first phase of the project will include a system of primitive trails around the lake located on the property and along the Tar River. The primitive trails will be an ideal location for hiking, biking, and running. The City will also move to add canoe and kayaking access within the lake which will also provide a direct connection to the Tar River. The City will seek to use a combination of City funding and grant funding to move forward with the first phase.

**Fiscal Note:** \$400,000 for the purchase of the property is available in the Recreation and Parks Capital Project Fund.

**Recommendation:** Council approve purchase of the property for \$400,000.

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ATTACHMENTS:

- ▣ **Contract**

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**THIS AGREEMENT**, including any and all addenda attached hereto (“Agreement”), is by and between  
City of Greenville, a(n) NC  
Municipality (“Buyer”), and  
(individual *or* State of formation and type of entity)  
Amy A Wells, James F Hopf, Rick Miller – all being Co-Trustees, a (n) NC  
Trustee (“Seller”).  
(individual *or* State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **“Property”**: (Address) 0 NE Greenville Blvd – Greenville parcels: 01031, 25495, 25492, 28660, 26467, 01030, 01028, 42875, 25493

Plat Reference: Lot(s) \_\_\_\_\_, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_, \_\_\_\_\_ County, consisting of \_\_\_\_\_ acres.

If this box is checked, “Property” shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: (See above – under Address); and, (ii) some or all of the Property, consisting of approximately 163.27 (approximate) acres, is described in Deed Book 2104E, Page No. 198 Pitt County)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ 400,000.00 (b) **“Purchase Price”** shall mean the sum of Four Hundred Thousand Dollars,

*payable on the following terms:*

\$ 2,500.00 (i) **“Earnest Money”** shall mean Two Thousand Five Hundred Dollars or terms as follows: \_\_\_\_\_

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Attorney Timothy Heinle with Graham.Nuckolls.Conner Law Firm, PLLC (name of person/entity with whom deposited- “Escrow Agent”), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: \_\_\_\_\_)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ \_\_\_\_\_ (ii) **Proceeds of a new loan** in the amount of \_\_\_\_\_ Dollars for a term of \_\_\_\_\_ years, with an amortization period not to exceed \_\_\_\_\_ years, at an interest rate not to exceed \_\_\_\_\_% per annum with mortgage loan discount points not to exceed \_\_\_\_\_% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ \_\_\_\_\_ (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of \_\_\_\_\_ Dollars being payable over a term of \_\_\_\_\_ years, with an amortization period of \_\_\_\_\_ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum in the amount of \$ \_\_\_\_\_, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ \_\_\_\_\_ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ \_\_\_\_\_ and evidenced by a note bearing interest at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum, and a current payment amount of \$ \_\_\_\_\_.

\$ 397,500.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of Three Hundred Ninety-Seven Thousand Five Hundred \_\_\_\_\_ Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before \_\_\_\_\_ or 30 days upon expiration of due diligence period

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller, and is contingent on City Council approval on September 9, 2019 or some later date.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on 60 Days from Contract Date. **TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

(f) **“Broker(s)”** shall mean:  
The Overton Group, LLC (“Listing Agency”),  
Michael Overton (“Listing Agent” – License #241885)  
 Acting as:  Seller’s Agent;  Dual Agent  
 and The Overton Group, LLC (“Listing Agency”),  
Michael Overton (“Listing Agent” – License #241885)  
 Acting as:  Buyer’s Agent;  Seller’s (Sub)Agent;  Dual Agent

(g) **“Seller’s Notice Address”** shall be as follows:  
PO Box 545  
Greenville, NC 27835  
 e-mail address: AWells@GaylordMcNally.com fax number: \_\_\_\_\_  
 except as same may be changed pursuant to Section 12.

(h) **“Buyer’s Notice Address”** shall be as follows:  
Ann E. Wall, City Manager  
PO Box 7207 Greenville, NC 27835  
 e-mail address: AWall@GreenvilleNC.gov fax number: \_\_\_\_\_  
 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

N/A

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

N/A

**Each party shall pay its own attorney’s fees.**

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney’s

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Notwithstanding, after \_\_\_\_\_, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before \_\_\_\_\_ . On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality.. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v)

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_



defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

**Section 13. Counterparts; Entire Agreement:** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

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**Note:** For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ N/A per \_\_\_\_\_.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is not assignable.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this  
Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding. For all other facets of this transaction, each party shall be responsible for their own attorney's fees only.

**EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

**BUYER:**

**SELLER:**

**Individual**

**Individual**

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

\_\_\_\_\_ Amy Wells \_\_\_\_\_ James Hopf \_\_\_\_\_  
Date: \_\_\_\_\_

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

\_\_\_\_\_ Rick Miller \_\_\_\_\_  
Date: \_\_\_\_\_

**Business Entity**

**Business Entity**

City of Greenville  
\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Name of Entity)

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

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

Name: Ann E. Wall

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

Title: City Manager

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

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

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

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**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

\_\_\_\_\_  
(Name of Escrow Agent)

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

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

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_



## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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**Title of Item:** 2020 Schedule of City Council Meetings

**Explanation:** **Abstract:** A proposed schedule for 2020 City Council meetings, which lists the dates of meetings in accordance with the Greenville City Code, adjusted for City-observed holidays, and includes the workshop meetings approved by City Council in February 2018, is presented for City Council consideration. The City Council will be asked to review the proposed schedule, make adjustments if desired, and approve.

**Explanation:** A proposed schedule has been prepared for City Council consideration for the 2020 City Council meetings in accordance with Section 2-1-11 of the Greenville City Code, adjusted for City-observed holidays. Workshop meetings as approved by City Council in February 2018 are included. Known potential conflicts are listed below:

January 22-24: US Conference of Mayors Winter Meeting in Washington DC  
March 8-15: ECU Spring Break

A 2020 calendar has been provided with this item to facilitate making any desired adjustments to the proposed schedule.

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

**Recommendation:** Review the proposed 2020 Schedule of City Council meetings, amend as needed and consider for adoption.

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ATTACHMENTS:

- ▣ **2020\_Schedule\_of\_City\_Council\_Meetings\_1114031**
- ▣ **2020\_Calendar\_1114034**



# CITY OF GREENVILLE

## 2020 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers unless otherwise noted)

January 6 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

January 6 – 6:00 PM

January 9 – 6:00 PM

January 24 – 4:30 PM – (Planning Session, City Hall Gallery/Conf. Room 337) (US Conference of Mayors January 22-24 in Washington DC)

January 25 – 8:30 AM – (Planning Session, City Hall Gallery/Conf. Room 337)

February 10 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

February 10 – 6:00 PM

February 13 – 6:00 PM

February 24 – 6:00 PM

March 9 – 4:00 PM – (Workshop, City Hall Conf. Room 337) (ECU Spring Break March 8-15)

March 9 – 6:00 PM (ECU Spring Break March 8-15)

March 12 – 6:00 PM (ECU Spring Break March 8-15)

March 23 – 6:00 PM

April 6 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

April 6 – 6:00 PM

April 9 – 6:00 PM

April 20 – 6:00 PM – (Joint City/GUC meeting)

May 11 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

May 11 – 6:00 PM

May 14 – 6:00 PM

June 8 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

June 8 – 6:00 PM

June 11 – 6:00 PM

June 22 – 6:00 PM

August 10 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

August 10 – 6:00 PM

August 13 – 6:00 PM

August 24 – 6:00 PM

September 10 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

September 10 – 6:00 PM

September 21 – 6:00 PM – (Joint City/GUC meeting)

October 5 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

October 5 – 6:00 PM

October 8 – 6:00 PM

October 19 – 6:00 PM

November 9 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

November 9 – 6:00 PM

November 12 – 6:00 PM

December 7 – 4:00 PM – (Workshop, City Hall Conf. Room 337)

December 7 – 6:00 PM

December 10 – 6:00 PM

# 2020

January						
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31						

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## City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

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**Title of Item:** Budget Schedule for Fiscal Years 2020-2021 and 2021-2022

**Explanation:** The proposed budget and capital improvement program schedule for the Fiscal Year 2020-2021 budget and 2021-2022 financial plan is presented to City Council for approval.

**Fiscal Note:** No cost is associated with adoption of the budget and capital improvement program schedule.

**Recommendation:** Approve the attached budget and capital improvement program schedule.

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### ATTACHMENTS:

- ❑ **Budget\_Schedule\_for\_2020-21\_and\_2021-22\_1114053**



## Budget and Capital Improvement Program (CIP) Schedule Fiscal Years 2020-21 and 2021-2022

September 23, 2019	Monday	Budget Kickoff / City Manager's Vision Discussion of budget process and documents
September 24 – 27, 2019	Tuesday – Friday	MANDATORY Budget Training (Budget system access will be granted after completion)
October 21, 2019	Monday	Personnel Budget Preparation Worksheets verified and returned to HR New position and reclassification requests due to HR IT requests due to Information Technology
November 7, 2019	Thursday	CIP and FIP request forms due to Budget Office Recommended New Positions/Reclassifications due to Budget Office from HR Recommended Technology requests due to Budget Office from IT
November 13, 2019	Wednesday	Revenue Projections and Manual of Fees changes due to Budget Office Cost Recovery Benefits and Administration Meeting with HR
November 18, 2019	Monday	Budget targets distributed to departments
December 6, 2019	Friday	Department Mission Statement and Goals due to Budget Office Dept. budget requests and Increment/Decrement forms due to Budget Office
December 9 – 13, 2019	Monday – Friday	Department Head budget meetings with Assistant City Manager(s)
December 18-20, 2019	Wednesday – Friday	Assistant City Manager(s) budget meetings with City Manager, Finance Director and Department Heads
January 7, 2020	Tuesday	HR approved departmental Personnel Budget Preparation Worksheets submitted to Budget Office
January 16, 2020	Thursday	Revenue and Expense forecast finalized by Financial Services/Budget Office
<b>January 24 – 25, 2020</b>	Friday – Saturday	City Council Strategic Planning Retreat Proposed 5-year CIP presented to City Council
February 11 – 14, 2020	Tuesday – Friday	Follow-Up budget meetings with Department Heads, Assistant City Manager(s), and City Manager
<b>April 6, 2020</b>	Monday	City Council preview of Proposed City Budget
April 24, 2020	Friday	Proposed GUC, SML, and CVA budgets due to Budget Office
<b>May 11, 2020</b>	Monday	Proposed City budget presented to City Council
<b>May 14, 2020</b>	Thursday	Proposed GUC, SML and CVA budgets presented to City Council
<b>May 28, 2020</b>	Thursday	Public Display of balanced budgets prior to Public Hearing
<b>June 8, 2020</b>	Monday	Public Hearing – Fiscal Year 2020-2021 Budget and 2021-2022 Plan
<b>June 11, 2020</b>	Thursday	Consideration of adoption of the Fiscal Year 2020-2021 Budget and 2021-2022 Plan



# City of Greenville, North Carolina

Meeting Date: 9/9/2019  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment #2 to the Greenways Capital Project Fund (Ordinance #12-007), the Street Improvement Bond Capital Projects Fund (Ordinance #17-024), and the FEMA-Hurricane Project Fund (Ordinance #17-002)

**Explanation:** **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the revised budget for the Greenways Capital Project Fund, the Street Improvement Bond Capital Projects Fund and the FEMA-Hurricane Project Fund.

**Explanation:** Attached for consideration at the September 9, 2019, City Council meeting is an ordinance amending the revised budget for the Greenways Capital Project Fund (Ordinance #12-007), the Street Improvement Bond Capital Projects Fund (Ordinance #17-024), and the FEMA-Hurricane Project Fund (Ordinance #17-002).

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize funding from NCDOT and move funds from Street Improvement Bond Capital Projects Fund to the Greenways Capital Projects Fund to cover the City's share of the project.	Greenways Capital Street Imp Bond	\$878,989
B	To recognize funding need anticipated for Hurricane Dorian.	FEMA- Hurricane Project	\$1,000,000

**Fiscal Note:**

The budget ordinance amendment affects the following funds:

<u>Fund Balance</u>	2019-20 <u>Original Budget</u>	<u>Amend #2</u>	2019-20 <u>Budger per Amend #2</u>
General	\$85,687,681	-	\$85,687,681
Debt Service	5,559,881	-	5,559,881
Public Transportation (Transit)	3,328,434	-	3,328,434
Fleet Maintenance	4,561,394	-	4,561,394
Sanitation	7,895,860	-	7,895,860
Stormwater	7,368,459	-	7,368,459
Housing	1,733,500	-	1,733,500
Health Insurance	14,003,384	-	14,003,384
Vehicle Replacement	4,700,179	-	4,700,179
Facilities Improvement	1,280,000,	-	1,280,000
Capital Reserve	390,000	-	390,000
Convention & Visitors Authority	1,599,082	-	1,599,082
Sheppard Memorial Library	2,515,964	-	2,515,964
Public Works Capital Projects	55,970,096	-	55,970,096
Rec & Parks Capital Projects	9,531,712	-	9,531,712
Fire/Rescue Capital Projects	6,000,000	-	6,000,000
Donations	280,687	-	280,687
Greenways Capital Project	5,686,857	878,989	6,565,846
Street Improvement Bond	16,852,567	-	16,852,567
Red Light Camera Program	1,400,000	-	1,400,000
FEMA-Hurricane Project	1,212,100	1,000,000	2,212,100

**Recommendation:**

Approve budget ordinance amendment #2 to the revised Greenways Capital Project Fund (Ordinance #12-007), the Street Improvement Bond Capital Projects Fund (Ordinance #17-024), and the FEMA-Hurricane Project Fund (Ordinance #17-002).

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ATTACHMENTS:

☐ **Bud\_Ord\_Amendment\_\_2\_1114058**

**ORDINANCE NO. 19-**  
**CITY OF GREENVILLE, NORTH CAROLINA**  
**Ordinance (#2) Amending the Greenways Capital Project Fund (Ordinance #12-007),**  
**the Street Improvement Bond Capital Projects Fund (Ordinance #17-024),**  
**and the FEMA-Hurricane Project Fund (Ordinance #17-002)**

**THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES ORDAIN:**

**Section I: Estimated Revenues and Appropriations. Greenways Capital Project Fund, of Ordinance #12-007 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2019-20 Revised Budget</b>	<b>A.</b>	<b>Total Amend #2</b>	<b>2019-20 Budget per Amend #2</b>
<b>ESTIMATED REVENUES</b>				
Special Fed/State/Loc Grant	\$ 4,675,009	\$ 703,191	\$ 703,191	\$ 5,378,200
Transfer From General Fund	651,848	-	-	651,848
Transfer From Street Bond Fund	360,000	175,798	175,798	535,798
<b>Total Revenues</b>	<u>\$ 5,686,857</u>	<u>\$ 878,989</u>	<u>\$ 878,989</u>	<u>\$ 6,565,846</u>
<b>APPROPRIATIONS</b>				
Construction	\$ 5,106,034	\$ 878,989	\$ 878,989	\$ 5,985,023
Acquisition	175,000	-	-	175,000
Engineering	405,823	-	-	405,823
<b>Total Appropriations</b>	<u>\$ 5,686,857</u>	<u>\$ 878,989</u>	<u>\$ 878,989</u>	<u>\$ 6,565,846</u>

**Section II: Estimated Revenues and Appropriations. Street Improvement Bond Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2019-20 Revised Budget</b>	<b>A.</b>	<b>Total Amend #2</b>	<b>2019-20 Budget per Amend #2</b>
<b>ESTIMATED REVENUES</b>				
Bond Proceeds	\$ 15,850,000	\$ -	\$ -	\$ 15,850,000
Transfer from PW Capital Projects	1,002,567	-	-	1,002,567
<b>Total Revenues</b>	<u>\$ 16,852,567</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,852,567</u>
<b>APPROPRIATIONS</b>				
Other	\$ 5,600,000	\$ -	\$ -	\$ 5,600,000
Bond Resurfacing	4,400,000	-	-	4,400,000
Arlington Improvements	1,152,567	-	-	1,152,567
Eastside Greenway	240,000	-	-	240,000
Stations Rd/10th Street Connector	1,750,000	-	-	1,750,000
Sidewalk	1,201,444	(175,798)	(175,798)	1,025,646
West 5th	1,950,000	-	-	1,950,000
Safe Routes to School	198,556	-	-	198,556
Transfer to Greenways Fund	360,000	175,798	175,798	535,798
<b>Total Appropriations</b>	<u>\$ 16,852,567</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,852,567</u>

**Section III: Estimated Revenues and Appropriations. FEMA-Hurricane Project Fund, of Ordinance #17-002 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<u>2019-20 Revised Budget</u>	<u>B.</u>	<u>Total Amend #2</u>	<u>2019-20 Budget per Amend #2</u>
<b>ESTIMATED REVENUES</b>				
North Carolina Division of Emergency Management	\$ 1,211,500	\$ 1,000,000	\$ 1,000,000	\$ 2,211,500
Transfer from General Fund	600	-	-	600
<b>Total Revenues</b>	<u>\$ 1,212,100</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 2,212,100</u>
<b>APPROPRIATIONS</b>				
City Property	\$ 473,248	\$ -	\$ -	\$ 473,248
Debris Removal	508,674	1,000,000	1,000,000	1,508,674
Transfer to Other Funds	230,178	-	-	230,178
<b>Total Appropriations</b>	<u>\$ 1,212,100</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 2,212,100</u>

**Section IV: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:**

Adopted this 9th day of September, 2019

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P. J. Connelly, Mayor

ATTEST:

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