



Agenda

Greenville City Council

**December 12, 2019
6:00 PM
City Hall Council Chambers**

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Smiley**
- 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. Appointments

1. Appointment of City Council Members to Boards and Committees
2. Appointments to the Mid-East Commission

VIII. Consent Agenda

3. Minutes from the October 7, 2019 and November 14, 2019 City Council Workshops and the November 14, 2019 City Council Meeting
4. Award of contract to Farrior and Sons for construction of Beach Volleyball Courts
5. Report on Bids and Contracts Awarded
6. Various tax refunds greater than \$100

IX. New Business

Public Hearings

7. Ordinance to annex Langston West, Phase 11, Section 2 involving 8.3920 acres located at the current terminus of Moxie Lane
8. Ordinance requested by the Planning and Development Services Department to amend the City Code by altering regulations related to drive-through facilities and the number of allowed menu boards
9. First public hearing for the 2020-2021 Annual Action Plan for the CDBG and HOME Investment Partnership Funds

Other Items of Business

10. Resolution Approving an Exchange of Property with POBO, LLC
11. Presentation of a Letter of Intent between the City of Greenville and Co X Holdings, LLC related to the commercial development of Evans Street property for a boutique style hotel
12. Budget ordinance amendment #6 to the 2019-2020 City of Greenville budget (Ordinance #19-031), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the Recreation and Parks Capital Projects Fund (Ordinance #17-024)
13. Update on Bradford Creek Public Golf Course

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Appointment of City Council Members to Boards and Committees

Explanation: **Abstract:** City Council appointments are needed for the Taxicab Appeal Board, Joint Pay & Benefits Committee, OPEB Trust, Audit Committee, and City Council Economic Development Committee.

Explanation: Appointments of City Council Members are needed for the following committees:

- **Taxicab Appeal Board** - Section 11-1-67 of the City Code of Ordinances establishes a Taxicab Appeal Board. Membership is composed of the City Manager or designee, a member from the Greenville Taxicab Association, and a designated member of the City Council. The purpose of this board is to hear appeals of the Chief of Police to refuse the issuance of a taxi driver's permit. Mayor Pro-Tem Glover currently serves. One appointment by vote of the City Council needs to be made.
- **Joint Pay & Benefits Committee** - On September 8, 1992, a committee was established by City Council and Greenville Utilities Commission (GUC) to jointly study the pay plans of the City and GUC. The Joint Pay & Benefits Committee consists of two City Council representatives and two GUC Commissioners. Mayor Pro-Tem Rose Glover and Council Member Rick Smiley currently serve. Two appointments by vote of the City Council need to be made.
- **Other Post-Employment Benefits (OPEB) Trust** - Beginning in fiscal year 2006-2007, the City and other public employers were charged with the new Governmental Accounting Standards Board (GASB) regulations to more actively manage increasing obligations incurred by making available Other Post-Employment Benefits (OPEB). The GASB requires that Trustees be identified for the Trust, and the Trust was established with the City's Finance Officer, City Manager, and one member of City Council as the Trustees.

Council Member William Litchfield currently serves. An appointment by vote of the City Council needs to be made.

- **Audit Committee** - On April 14, 2011, the Audit Committee was established to review all aspects of the independent audit process. Appointments to the Audit Committee are made by the Mayor. Current committee members include Mayor Pro-Tem Rose Glover, Council Member Brian Meyerhoeffer and Council Member Rick Smiley. Three members of the City Council need to be appointed by the Mayor.
- **City Council Economic Development Committee** - The City Council Economic Development Committee was established in 2012 to support the efforts of the newly formed Office of Economic Development. Appointments to the Committee are made by the Mayor. Current members include Mayor PJ Connelly, Council Member Monica Daniels, and Council Member Will Litchfield. Three members of the City Council need to be appointed by the Mayor.

Fiscal Note: No direct fiscal impact.

Recommendation: City Council make appointments to the Taxicab Appeal Board, Joint Pay & Benefits Committee, and the OPEB Trust.

Mayor make appointments to the Audit Committee and City Council Economic Development Committee.



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Appointments to the Mid-East Commission

Explanation: **Abstract:** In accordance with the Mid-East Commission's Bylaws, the City Council has a regular member and an alternate member on the Mid-East Commission. The members are appointed to serve a term of two calendar years. Appointments need to be made to fill the regular and alternate member seats.

Explanation: Historically, the City has appointed the Director of the Planning and Development Services Department (formerly known as the Community Development Department) as the regular member and an alternate.

Currently, Planning and Development Services Director Thomas Barnett is serving as the the City's regular member on the Mid-East Commission. Chief Planner Chantae Gooby serves as the City's alternate member. The current term commenced on January 1, 2018, and will expire on December 31, 2019.

Fiscal Note: No direct fiscal impact.

Recommendation: Reappoint Director Barnett as the City's regular member on the Mid-East Commission and appoint Development Liaison Adrian Atkinson as the alternate member for a term that will commence January 1, 2020 and expire December 31, 2021.



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Minutes from the October 7, 2019 and November 14, 2019 City Council Workshops and the November 14, 2019 City Council Meeting

Explanation: Proposed minutes from the City Council workshops held on October 7, 2019 and November 14, 2019 and the City Council meeting held on November 14, 2019 are presented for review and approval.

Fiscal Note: There is no direct fiscal impact to the City.

Recommendation: Review and approve proposed minutes from the October 7, 2019 and November 14, 2019 City Council Workshops and the November 14, 2019 City Council meeting

ATTACHMENTS:

- ❑ [Draft_October_2019_City_Council_Workshop_Minutes_1119807](#)
- ❑ [Draft_Minutes_of_the_November_2019_City_Council_Workshop_1119825](#)
- ❑ [Proposed_Minutes_for_November_14_2019_City_Council_Meeting_1119572](#)

OFFICIAL MINUTES
CITY COUNCIL WORKSHOP
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, OCTOBER 7, 2019



A workshop of the Greenville City Council was held on Monday, October 7, 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 4:13 p.m.

Those Present:

Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover

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

APPROVAL OF THE AGENDA

Council Member Smiley made a motion to approve the agenda as presented. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

PRESENTATION ON ARTS DISTRICT

Emerge Gallery Art Director Holly Garriot made a presentation on behalf of the Pitt County Arts Council providing recommendations on designating an arts district in Greenville. She stated that the project was initiated in 2016 by a request from the City's Economic Development Division. The Arts Council has since researched other arts districts in the country, met with local stakeholders and focus groups, and conducted a survey for public input. Director Garriot noted that the survey had received over 600 responses. She stated that visitors spend \$25.19 per person on average when they are visiting Pitt County, an amount that is below the national average. She attributed the amount to visitors not staying overnight in Greenville for cultural events.

The Arts Council recommends improving cultural amenities and creating reasons to stay in Greenville in a multiday time frame. She stated that the arts district should be an area that is vibrant, dense, walkable, and accessible, with well-maintained public spaces and curated art. She



stated that building a vibrant district attracts creative people, artists, and organizations. She stressed the importance of having support from both the public and private sectors to make the district sustainable. She stated that the Arts Council made the following recommendations:

- City Council designate an official arts district in the city named The Emerald City Arts District
- Establish the boundaries from the Town Common to Tenth Street, and from Reade Street to Albemarle Avenue down West Fifth Street to Pitt Street
- Establish the Emerald City Arts District Committee to manage the Emerald City Arts District
- Programming recommendations
 - Continue support and growth for the First Friday Artwalk
 - Continue support and growth of the Programming Our Public Spaces program (POPS)
 - Continue support and growth of concert series and festivals
 - Re-establish the International Festival
 - Make the application process for events an encouraging one
 - Improve performance spaces: improve the amphitheater on the Town Common and Five Points Plaza; encourage the development of the East Carolina University (ECU) Performing Arts Center
- Incentive recommendations
 - Continuation of support and growth for The Art Lab
 - Continuation of support and growth for Uptown Greenville's POPS program
 - Continuation of support and growth of the Greenville Business Plan Grant and encouragement of creative businesses to apply
 - Adding a mural option to the Façade Improvement Grant Program
 - Encourage and implement artist live/work spaces in and around the Emerald City Arts District
- Public Art Recommendations
 - Continue annual funding to the Public Art Program
 - Adopt Public Art policies and procedures submitted by the Civic Arts Committee
 - Support and encourage the Greenville Mural Group
 - Expand the Sculpture on the Greenway Project with a Sculpture Zoo
 - Support and encourage the Emerald Loop Vision Plan
 - Initiate a percent for the Arts Program for the City of Greenville



Director Garriot stated that the Arts Council unanimously selected Haddad Drugan, an architectural firm of experienced public planners and artists, to conduct a study in the area. She further stated that they would be conducting an engagement activity on November 1.

The City Council requested additional information on live-work spaces for artists and requested that Director Garriot meet with the City Manager to create a list of action items to bring back to the City Council to consider their feasibility.

PRESENTATION ON ENTRANCE SIGNS FOR CITY OF GREENVILLE

Public Works Director Kevin Mulligan presented options for an entrance sign into the City of Greenville. He stated that the existing sign, located at Statonsburg and Allen Road, will be moved to a larger area. He stated the importance placing it in a prominent position and making sure that it is well-lit to create a successful first impression. He provided two options for the signage site, with Option 1 being west of the 264 Interchange, and Option 2 being east of the 264 Interchange. He stated that staff recommends Option 2 and noted that it would require the City to adhere to North Carolina Department of Transportation (NCDOT) regulations and obtain an encroachment permit.

Mr. Steve Kouroupas with Fast Signs provided a rendering of the proposed sign to the City Council. He stated that the structure would be approximately 12 ft. tall and 30 ft. wide. He stated that the colors of the lights are interchangeable and could be green, purple and gold, etc. He further recommended using a solar option to make it affordable and practical. He stated that the sign will be comprised of component pieces that can be replaced and updated. The sign was estimated between \$100-150K.

The City Council expressed their preference for Option 2, the site east of the 264 Interchange, and requested that the results of the City's upcoming branding discussions be worked into the sign's design.

PRESENTATION ON NEW CITY WEBSITE

Public Information Officer Brock Letchworth provided an update on the City's website redesign. He stated that he is working closely with the Information Technology Department (IT) to highlight the most-used features, make the site more user-friendly, and accessible for all populations. He stated that the redesign is projected to be complete by the beginning of the year.



ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Bell and seconded by Council Member Daniels to adjourn the meeting. Motion carried unanimously. Mayor Connelly adjourned the meeting at 5:36 p.m.

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar
City Clerk

OFFICIAL MINUTES
CITY COUNCIL WORKSHOP
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, NOVEMBER 14, 2019



A workshop of the Greenville City Council was held on Thursday, November 14, 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 4:10 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover (arrived 4:12), Council Member Monica Daniels, Council Member Will Bell, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Council Member Rick Smiley

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

APPROVAL OF THE AGENDA

Council Member Bell made a motion to approve the agenda as presented. Council Member Daniels seconded the motion and it carried unanimously.

PRIMITIVE TRAIL PROJECT BRIEFING

Director Gary Fenton stated that the Primitive Trail Project will be done in phases and will require partnerships and grants. He defined a “primitive trail” as an unmarked trail and stated that he anticipates the property to extend to the east of River Park North, and, once complete, will be approximately 3 miles, be in close proximity to the river, and allow access from one end of the park to the other.

Director Fenton stated that area stakeholders had met with consulting company Benchmark Trails to establish the design and route of the trail. He stated that the results would be available in the next 5-6 weeks and staff will then put out a request for contracts.

Director Fenton gave a quick status update on the Sycamore Hill Gateway Project. He stated that the work has begun at the Greenville Town Common and he noted that the contractor, John Berry, is also very impressed with the project and has made a donation.



The City Council asked that staff look into the possibility of creating a time lapse video to chart the progress of the project.

LINCOLN PARK NEIGHBORHOOD REVITALIZATION

Senior Planner Tiana Berryman stated that the goals of this project are to create and preserve affordable housing and create neighborhood impact at a block level within the focal area between 5th Street and the 10th Street Connector. She stated that the City will be using HUD funding to develop lots on Fleming Street, and she noted that the City will maintain ownership to lower risk and will be using a realtor to sell units.

Planner Berryman stated that homebuyer counseling is offered once a month through a partnership with the Greenville Housing Corporation, with dates set into 2020. She stated that staff has discussed preliminary plans with the realtor and will be meeting with other realtor organizations to pitch the program, as well as with financing agencies to increase awareness. She stated that as the Housing Division receives calls and inquiries regarding down payment assistance, they make it a point to go ahead and provide them information about all of the City's housing programs. She stated that in an effort to be more aware of the where they buyers are, staff will also post ads on social media and websites such as Zillow.

The Mayor and City Council requested that staff look into some areas on the fringe of the focal area and they expressed their appreciation to the Housing Division for the work that they do.

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Bell and seconded by Council Member Meyerhoeffer to adjourn the meeting. Motion carried unanimously. Mayor Connelly adjourned the meeting at 4:52 p.m.

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar
City Clerk

OFFICIAL MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, NOVEMBER 14, 2019



A regular meeting of the Greenville City Council was held at 6:00 p.m., on Thursday, November 14, 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. gave the invocation, followed by 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, and William F. Litchfield, Jr.

Those Absent:

Council Member Rick Smiley

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Wall requested that the City Council consider cancelling the closed session scheduled for this evening.

Mayor Connelly requested that the City Council consider adding one item to the agenda, appointment of City Clerk, as the first item under New Business.

Motion was made by Council Member Bell and seconded by Mayor Pro-Tem Glover to approve the agenda with the recommended changes. Motion carried unanimously.

PUBLIC COMMENT PERIOD

Steven Harvey-Braz

Mr. Harvey-Braz stated that last month, almost 2,000 visitors from around the country arrived in Greenville to ride their bikes over 100 miles and they stayed overnight on the Town Common. He thanked the City Council and praised the City staff for their support of the event.



SPECIAL RECOGNITIONS

City Manager Wall recognized the City of Greenville Department of Financial Services for receiving three special awards:

2018 Sustained Professional Purchasing Award

City Manager Wall stated that the Greenville Department of Financial Services and Purchasing Division received this award, which is presented annually by the Carolina Association of Governmental Purchasing to agencies that have demonstrated excellence in purchasing standards. The criteria for the award include the use of technology, minority outreach, staff certification, customer training, vendor training, and the use of recycled products. The City of Greenville's Purchasing Division is one of 13 agencies throughout North Carolina to receive this award. Assistant City Manager Michael Cowin presented the award to Financial Services Manager Denisha Harris.

Certificate of Achievement for Excellence in Financial Reporting

City Manager Wall stated that the Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Greenville. The City received this award for its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2018. This is the 29th consecutive year that the City of Greenville has received this prestigious award. This certificate is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by government and management. Assistant City Manager Cowin presented the award to Financial Services Manager Jacob Joyner.

Award for Outstanding Achievement in Popular Annual Financial Reporting

City Manager Wall stated that the GFOA granted an Award of Outstanding Achievement in Popular Annual Financial Reporting (PAFR) to the City of Greenville for the fiscal year ended June 30, 2018. The Greenville Department of Financial Services has received this prestigious award for three consecutive years. In order to be eligible for the PAFR award, a government must also receive the GFOA Certificate of Achievement for Excellence in Financial Reporting, which was acknowledged earlier. Each eligible report is reviewed by judges, who evaluate the report based on the following categories: reader appeal, understandability, distribution methods, creativity, and other elements.

Assistant City Manager Cowin congratulated and thanked these employees for what they do for the City daily. He stated that out of his 24 years of working professionally with various financial service departments, the best one is the Greenville Department of Financial Services. He would put this department up against any other financial services department in the State of North Carolina because the employees are diligent and want to do a good job. The City is seeing the payoff of placing these employees in the right place to do the best job that they can.



APPOINTMENTS TO BOARD AND COMMISSION

Community Appearance Commission

Due to Council Member Smiley's absence, the appointment for the Community Appearance Commission will be continued until December 12, 2019.

Environmental Advisory Commission

Council Member Meyerhoeffer requested that the appointments for the Environmental Advisory Commission be continued until December 12, 2019.

Human Relations Council

Mayor Pro-Tem Glover requested that the appointments for the Human Relations Council be continued until December 12, 2019.

Police Community Relations Committee

Council Member Bell requested that the appointment for the Police Community Relations Committee be continued until December 12, 2019.

Redevelopment Commission

Council Member Litchfield requested that the appointment for the Redevelopment Commission be continued until December 12, 2019.

Mayor Connelly requested that the appointment for the Redevelopment Commission be continued until December 12, 2019.

Youth Council

Mayor Pro-Tem Glover requested that the appointments for the Youth Council be continued until December 12, 2019.

(Added) Public Transportation and Parking Commission

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Bell to appoint Hunter Peyton to an unexpired term that will expire January 2021, replacing Charles Moore who resigned. Motion carried unanimously.

CONSENT AGENDA

- Minutes from the October 7 and October 10, 2019 City Council meetings
- Contract Change Order for professional services for Construction Engineering and Inspection and Construction Materials Testing for the Safe Routes to School Project



- Resolution Designating the City's Agents for FEMA Funds for Hurricane Dorian – (Resolution No. 039-19)
- Various tax refunds greater than \$100

Council Member Meyerhoeffer requested that one item be removed from the Consent Agenda for separate discussion, specifically, the contract change order for professional services for construction engineering and inspection and construction materials testing for the Safe Routes to School Project.

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

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

CONTRACT CHANGE ORDER FOR PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION AND CONSTRUCTION MATERIALS TESTING FOR THE SAFE ROUTES TO SCHOOL PROJECT

City Engineer Lisa Kirby stated that the contract with SEPI Engineering & Construction, Inc. (SEPI) was originally executed in September 2016. With that contract, there were several projects listed for inspection and the Safe Routes to School Project is one of them. At that time, staff did not have a full understanding of the scope of the project. In particular, one area being worked on is the bridge over the Green Mill Run Greenway near Greensprings Park and St. Peter's Catholic School.

City Engineer Kirby stated when the City contracted with SEPI, the thought was to combine the pedestrian access or route on the existing bridge. But, after reviewing and finalizing the design, a safer option was needed for the pedestrians and the decision was to include a pedestrian bridge there, which extended the construction of the project from three months to nine months. There is no change in the design or scope of work for the Safe Routes to School Project. Tonight's request is to add on six months of inspection work to accommodate the approved design.

Council Member Meyerhoeffer asked whether the City is building a new bridge.

City Engineer Kirby responded it is a pedestrian bridge.

Council Member Meyerhoeffer asked if the new bridge is going to add on the six months of inspection work and \$112,000.



City Engineer Kirby responded that is correct. That has already been contracted with the construction company and cost of the design has already been paid. This contract was done prior to those contracts being approved.

Council Member Meyerhoeffer stated that his concern is the tripling of the timeframe.

Council Member Litchfield asked whether it is normal to approve a contract and to wait an extended period before the inspection is done.

City Engineer Kirby responded that doing on-call services for inspections is new to the City. This is first one that the City has actually done and because it is based on qualifications, staff selected SEPI as a qualified firm and tried to project what their involvement would be with a lot of the City’s projects. In the future, the City would wait until the design was 100% complete before moving forward.

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

NEW BUSINESS

(ADDED) APPOINTMENT OF CITY CLERK

Motion was made by Council Bell and seconded by Mayor Pro-Tem Glover to appoint Mrs. Valerie Shiuwegar as the new City Clerk, effective November 25, 2019; and, to approve the letter (offer of employment) from the Council to Mrs. Valerie Shiuwegar that sets forth her annual salary and other terms. Motion carried unanimously.

PUBLIC HEARING

ORDINANCE REQUESTED BY SALVATORE PASSALACQUA TO REZONE 0.227 ACRES (9,888+/- SQUARE FEET) LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF DICKINSON AVENUE BETWEEN COLUMBIA AVENUE AND PENNSYLVANIA AVENUE FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO CD (DOWNTOWN COMMERCIAL) – (Ordinance No. 19-054)

Chief Planner Chantae Gooby delineated the property on a map and stated that this property is centrally located in the City along Dickinson Avenue and south of the Tenth Street Connector. The property is currently vacant.

Chief Planner Gooby stated that the property is not impacted by the floodplain. It is located in the Harris Mill Run/Schoolhouse Branch Watershed. However, since the property is less than a half of an acre, swamp water rules will not apply. The property is located within the West Greenville Revitalization area, but it is not in a specific focus area.



Chief Planner Gooby stated that this rezoning is also located in Area 8 of the Dickinson Avenue Corridor Study, which recommends mixed use or athletic facilities for this area. The requested rezoning could generate a net increase of 350 trips per day. The property is currently zoned downtown commercial fringe so it could accommodate one single-family home.

Chief Planner Gooby stated that under the requested zoning, the property could be used for commercial or retail. The requested zoning district allows for zero lot line construction and nonresidential uses are exempt from parking. Possibly, this particular area of Dickinson Avenue could be developed in a manner such as the stretch the City has on Dickinson Avenue from Tenth Street to downtown, which has similar zoning.

Chief Planner Gooby stated that the Land Use and Character Map recommends urban edge, radiating out from the urban core which is south of Reade Street and is described as mixed use with walkable street patterns. In staff's opinion, the rezoning is in compliance with the Horizons 2026: Greenville's Community Plan, the Future Land Use Character Map and also the Dickinson Avenue Corridor Study. The Planning and Zoning Commission voted unanimously to approve the request at its October 15, 2019 meeting. Staff recommends approval of the rezoning request and the City Council's ordinance contains the statutorily required consistency statement.

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

Michael Baldwin, on behalf of the applicant, spoke in favor of the rezoning request. Mr. Baldwin stated that approximately a year ago, the Planning and Zoning Commission approved the rezoning of property at the corner of Dickinson and Columbia Avenues, and tonight's request is 60 feet west of that property. The commercial downtown district does allow for a little bit more flexibility in development. This is a use of more of a blend with what is east of the railroad track closer to downtown on Dickinson Avenue.

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

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

RESOLUTION DESIGNATING AND SUPPORTING THE FORMATION OF AN EMERALD CITY ARTS DISTRICT - (Resolution No. 040-19)

Executive Director Holly Garriott of the Pitt County Arts Council at Emerge (Pitt County Arts Council) stated that at the City Council Workshop on October 7, 2019, she gave a report about the Pitt County Arts Council's recommendations for the Arts District. The Pitt County Arts Council's first task is the recommendation of the designation of the Emerald City Arts District. A successful arts district increases tourism, quality of life, recruitment and retention, economic development, and equity and inclusion.



Ms. Garriott stated that there is such an incredible talent base in Greenville and Pitt County and the arts not only bring people to visit the area, but also the impact that the arts have on the City's and County's economic development is great. Also, arts bring people together. The recommended boundaries are from Town Common to the south side of Tenth Street and from Albermarle Avenue to the east side of Greene Street.

Council Member Bell thanked the Pitt County Arts Council at Emerge for the work it has done so far. He is aware of the constituents' input-based meetings and a ton of groundwork, and he is excited about what is going to happen in the future.

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

PRESENTATION BY CO.-X PROPERTIES, LLC RELATED TO THE PRIVATE DEVELOPMENT OF A BOUTIQUE STYLE HOTEL AT 421 AND 423 EVANS STREET

Mr. Paul Adkison gave background information about himself and the other partners of Co.-X Properties, LLC, including Messrs. Scott Diggs and John Sandlin. Mr. Adkison stated that Co.-X Properties raised approximately \$150 million of which \$100 million would be noted to go toward hotels. Co.-X Properties has extensive experience in hotel development, project financing, site selection, construction, and project management.

Mr. Diggs stated that from the hotel perspective, Co.-X Properties has done 14 projects mostly in North Carolina and touching into South Carolina. Their team tends to focus on the Hilton and Marriott products. A hotel can be a catalyst for really spurring economic development in an area. Co.-X Properties wants to build a project that consists of a high-end boutique style hotel in the downtown Greenville area. Their vision is a six to seven floor hotel with approximately 60-90 rooms, a restaurant, rooftop bar/lounge, fitness center, kitchen, dining room, and meeting space. Initial site plans have been developed.

Mr. Diggs stated that the proposed hotel would be located on the property at 421 and 423 Evans Street, which is a critical junction and intersection in downtown Greenville. Co.-X Properties feels this location is one of the best corners in Greenville and the parking deck is in the same block and adjacent to the proposed site. The hotel could use the parking deck as well. A brand choice will be made once Co.-X Properties gets into architectural planning.

Mr. Diggs stated that there has been a lot of discussion about the incentives needed by Co.-X Properties, including the following:

1. Deed the property to an LLC to be designated by Co.-X Properties
2. Tax abatement
3. Furnish all permits at no charge
4. Arrange for Co.-X Properties to not have to pay tap or impact fees
5. Free parking in the contiguous parking deck
6. Furnish covered passageway from hotel to parking deck



7. Furnish on street or surface parking for Co.-X Properties' employees and contractors
8. Guarantee that future buildings will have a clearance from our building on both sides to allow for windows to not be blocked
9. Furnish a staging area for construction
10. Work with our General Contractor on needed street closings
11. Expedite approval process

Council Member Meyerhoeffer stated that the footprint looks significantly smaller. He asked whether the Co.-X Properties team is concerned about that and has experience with such a confined space and a small footprint as presented at the location on Evans Street.

Mr. Diggs responded that the team is concerned. Co.-X Properties developed the Marriott Courtyard in Winston-Salem on Main Street with the same parameters and smaller space. Boutique products typically have less rooms, a higher average daily rate, and nicer experience and that is why the room count for the proposed hotel is between 60 and 90 instead of 110 and 150.

Council Member Meyerhoeffer stated that the proposed location is in a high traffic area and it is very important to the uptown district that the City will do its best in maintaining the flow of commerce and foot or vehicular traffic. Council Member Meyerhoeffer asked in terms of the project in Winston-Salem, how was Co.-X Properties able to limit the impact on the neighbors during the construction of the hotel.

Mr. Diggs responded that is always a great challenge. Obviously, when building a \$19 million project in the middle of downtown, it is going to be heard and seen. A staging area has been discussed where Co.-X Properties can have its laydown area and will do its best to eliminate that, but the construction downtown will definitely have an impact.

Assistant City Manager Michael Cowin gave information from the City's perspective about the project's overview, leased parking, modeled public incentives, impact to the City, and the next steps. He stated that a full-service boutique style hotel will be located on Evans Street between Fourth and Fifth Streets with 60-90 rooms and a roof top bar and lounge. The estimated developer investment is anywhere between \$16 and \$19 million, depending on the actual number of rooms within the hotel.

Assistant City Manager Cowin stated that when looking at the project's impact to the City, public property will be put back on the tax rolls through a private development. The conveyance of the property to the developer at fair market value is approximately \$203,000 per the last appraisal. The number of people in the uptown district on a daily basis will be increased by 90 to 120. Annual tax revenues will be increased by \$67,000 to \$80,000, depending upon the investment and the number of rooms within the hotel. More importantly, this project will provide further enhancement of opportunity to expand economic growth within the City's uptown district.



Assistant City Manager Cowin stated that with concerns to parking, the developer has proposed and requested the leasing of between 60 and 90 spaces in the parking deck for hotel purposes. The actual number of spaces will be dependent on the number of rooms located in the hotel. The spaces to be leased are currently being used by City employees, and City staff will look at relocating the parking for them to a parking lot, which will be constructed.

Assistant City Manager Cowin stated there are two types of spaces from the parking deck that will be leased to the hotel: 1) Full Rate Space – Leased to the hotel at the City’s full monthly rate per space and 2) Reduced Rate Space – Leased to the hotel at a reduced monthly rate per space. A full rate space would be available to the hotel 24 hours a day, seven days a week and would not be available for public use. A reduced rate space would be available to the hotel Monday thru Friday from 4:00 p.m. to 9:00 a.m. and during the weekend, Friday from 4:00 p.m. to Monday at 9:00 a.m. Most importantly, those spaces would be available for the public’s use, during peak time, on Monday thru Friday from 9:00 a.m. to 4:00 p.m.

Assistant City Manager Cowin stated that regarding the leased parking to the hotel from the parking deck, seven full rate spaces and 53 reduced rate spaces would be available for a 60-room hotel. Ten full rate spaces and 80 reduced rate spaces would be available for a 90-room hotel. Based on the current monthly lease rate outlined in the City’s Manual of Fees, approximately \$64.00 would be charged per month for a full rate space and the reduced rate space would be about \$19.20. The lease rate charged to the hotel will be adjusted on an annual basis as approved by the City Council. The annual lease rate will be included in the City’s adopted annual budget and Manual of Fees.

Assistant City Manager Cowin stated that regarding the modeled public incentives, staff modeled a capital investment grant of approximately 75% for seven years, a waiver of inspection permit and fees (including building, electrical, mechanical, and plumbing), and reinvesting the proceeds from the sale of the property to the developer back into streetscape improvements. Those improvements include the following:

- Covered Walkway Connecting the Parking Deck and the Hotel (Maximum Allowance of \$50,000)
- Streetscape Improvements on Evans Street Anywhere Between Fourth and Fifth Streets
- Note: Any Streetscape Improvements Funded By Proceeds from Sale Shall Not Supplant the Streetscape Improvements Required to be Installed by the Developer as a Component of the Hotel Project

Assistant City Manager Cowin stated a 15-year proforma was modeled both on a 60-room hotel and a 90-room hotel and that would be adjusted accordingly, based on the actual number of rooms finally decided in the project. The City is looking at a sale of the property to the developer at a fair market value of approximately \$203,000 and permitting fees are anywhere between \$50.00 and \$60.00, depending on the number of rooms and size of the



hotel. Additionally, the City is looking at the tax revenues calculated at the current property tax rate of \$.52, a modest growth or increase in sales tax related directly to the project and then the leased parking revenue.

Assistant City Manager Cowin stated that would include not only the parking space full and reduced rates due to the leasing to the developer, but also the leasing revenues that the City would acquire from the public's use of those parking spaces Monday thru Friday from 9:00 a.m. to 4:00 p.m. The total revenues over the 15-year basis will be between \$1.7 million and \$2.26 million. On the expense side, the City is looking at the uptown streetscape improvements, reinvesting those proceeds back into the project at \$223,000, capital investment grant for the hotel 60-90 rooms will be between \$327,000-\$329,000 and then the City permitting fees.

Assistant City Manager Cowin stated overall, this project would net back approximately \$1.2 million for a 60-room hotel and \$1.6 million for a 90-room hotel over that timeframe. The cashflow breakdown was done in five-year intervals. In the first one-five years, there will be a range of \$200,000-\$300,000. In six-ten years, the range will be \$400,000-\$450,000 and taking off after the Capital Investment Grant ends, during years 11-15, the range will be \$581,000-\$768,000.

Assistant City Manager Cowin stated these net revenues do not include other revenues that will be earned on the project. Those include the occupancy revenues that would be realized and that alone will be over that timeframe. That does not include the additional tax revenues from the growth of the surrounding properties as well as any additional sales tax to the surrounding businesses based in the uptown area.

Assistant City Manager Cowin explained the next steps, stating that City staff will work with the developer to prepare a Letter of Intent, upon the direction by the City Council. The City staff will bring back the proposed Letter of Intent to the City Council for approval in December 2019.

BUDGET ORDINANCE AMENDMENT #5 TO THE 2019-2020 CITY OF GREENVILLE BUDGET (ORDINANCE #19-031), THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), AND THE COMMUNITY DEVELOPMENT CAPITAL PROJECTS FUND (ORDINANCE #17-024) – (Ordinance No. 19-055)

Director of Financial Services Byron Hayes stated that budget ordinance amendment #5 includes adjustments to the following funds:



<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize encumbrances that were carried over at the close of FY 2018-19.	General	997,154
		Stormwater	1,101,668
		Sanitation	105,666
		FIP	234,698
		VRF	58,830
		Transit	6,940
		Fleet	74,408
B	To carry forward funds that were encumbered related to Facilities Improvement Projects.	FIP	2,252,677
C	To recognize funding received from GUC on an annual basis for Energy Assistance.	CD Capital Projects	150,000
D	To recognize funding received from the State Museum in Raleigh for STEAM Lab (Love a Sea Turtle).	Special Revenue	24,383
E	To appropriate fund balance within the Stormwater Utility Fund to adequately fund increases associated with building and equipment costs resulting from expansion of service.	Stormwater Utility	1,350,000

Director Hayes stated that because of this amendment, the City's Operating Fund increases to \$142.6 million.

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

CITY MANAGER'S REPORT

City Manager Wall requested that the City Council consider cancelling the November 25, 2019 City Council meeting.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Daniels to cancel the November 25, 2019 City Council meeting. Motion carried unanimously.

City Manager Wall announced that the City of Greenville Annual Chili Cook-Off is scheduled for November 20, 2019, at Fire/Rescue Station 1 (500 S. Greene Street) at 12:00 p.m. All of the proceeds benefit the United Way.



City Manager Wall stated that the City of Greenville Town Common received the award from The Daily Reflector for Best Place for Live Music.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

(CANCELLED) CLOSED SESSION

The closed session was cancelled.

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Meyerhoeffer and seconded by Council Member Bell. The motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 6:54 p.m.

Respectfully Submitted

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Award of contract to Fariior and Sons for construction of Beach Volleyball Courts

Explanation: **Abstract:** For some time staff has been researching the possibility of developing a bank of four side-by-side beach volleyball courts at Boyd Lee Park. Bids have been received for the project, and staff is seeking Council's approval of a contract which will allow moving forward with construction.

Explanation: Beach (sand) volleyball is growing in popularity across the nation and has even become an Olympic sport. Due to a lack of sand courts in Greenville, local teams have been unable to host beach volleyball competitions "at home," and must consistently travel to Craven County, Wilmington, and other distant destinations to participate in leagues and tournaments.

Development of a bank of high-quality courts in Greenville will allow hosting competitions locally, making the local requirement of traveling to distant places in order to compete something of the past, at least on occasion. This will also bring out-of-town teams and their economic impact into Greenville. In addition, it will allow the Recreation and Parks Department to develop instructional programs, and schedule recreational play as well as youth and adult leagues, adding another recreational amenity and "menu item" into our park system.

Boyd Lee Park was selected as the most appropriate venue not only because the required space is available, but also because parking, restrooms, and the needed utilities are already in place.

Initial bids, received in early November, exceeded budget, and the project was rebid with some modifications. The second round of bidding generated four bids, though the lowest bidder failed to include some required paperwork and was therefore deemed unresponsive.

The second lowest bid, at \$354,000, was submitted by Fariior and Sons Construction and was responsive. Project completion is anticipated in late spring, 2020.

Fiscal Note:

Within the Recreation and Parks Capital Fund, \$320,000 has been identified to support this project. There are currently funds in the Recreation and Parks donations account that will supplement the remaining amount of the proposed contract that totals \$354,000. These funds consist of a 2016 donation specifically for volleyball (\$23,588) and funds recently raised for this purpose by a local volleyball group. Recreation and Parks staff will continue to work with community stakeholders on the fundraising efforts which will support future improvements at the facility.

Recommendation:

Council approve a contract with Farrior and Sons for the construction of four (4) beach volleyball courts at Boyd Lee Park in the amount of \$354,000 and authorize the City Attorney to make necessary revisions to the contract so long as the contract does not exceed the \$354,000 contract amount.

ATTACHMENTS:

- ❑ **Contract_-Sand_Volleyball_Courts_1120239**
- ❑ **ITB**
- ❑ **Addendum**

DRAFT

NORTH CAROLINA
PITT COUNTY

CONTRACT

THIS CONTRACT made and entered into the ____ day of December, 2019, by and between the City of Greenville, a municipal corporation, Party of the First Part and hereinafter referred to as the CITY, and Fariior & Sons, Inc., Party of the Second Part and hereinafter referred to as the CONTRACTOR;

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a proposal to build sand volleyball courts located at H. Boyd Lee Park, 5184 Corey Road, Greenville, NC 27858;

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties contained herein, the parties hereto agree as follows:

1) DESCRIPTION OF WORK:

The CONTRACTOR shall build sand volleyball courts located at H. Boyd Lee Park, 5184 Corey Road, Greenville, NC 27858. The services to be provided shall be as described in the Plans and Specifications (already in the possession of City and Contractor and made a part of this contract), Scope of work, attached hereto, and Addenda #1, attached hereto, labeled Exhibit "A" and herein incorporated by reference said services being hereinafter referenced to as the Work. Alternate #1, deduct to install treated wood steps and handrails in lieu of cast in place, has been accepted.

2) EXHIBITS: The following exhibit is made a part of this contract:

Exhibit A: Addenda #1, and Invitation to Bid.

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

3) PAYMENT:

The CITY shall pay the CONTRACTOR for performance of the Work to construct the sand volleyball courts. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract.

The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed \$354,000.00.

Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document,

to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within 30 days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

4) TIME FOR PERFORMANCE:

The CONTRACTOR agrees that performance as specified herein shall commence no later than ten (10) days from the date of the issuance of a Notice to Proceed and shall be completed within one hundred twenty (120) days from the date of the issuance of a Notice to Proceed. There will be no liquidated damages for this project.

5) LABOR, EQUIPMENT, AND SUPPLIES:

The CONTRACTOR shall furnish all labor, equipment, materials, supplies, and any other items needed to perform the Work and fulfill its obligations under this contract.

6) COMPLIANCE WITH ALL REGULATIONS:

The CONTRACTOR shall comply with all Federal, State and local laws, regulations, and program guidelines that might be applicable to the Work to be performed under this contract. Where permits or licenses are required, the CONTRACTOR shall obtain them, at the expense of the CONTRACTOR, prior to commencement of the Work.

7) CITY OF GREENVILLE SUPERVISOR:

The CITY supervisor who will be overseeing the CONTRACTOR in order to ensure that the requirements of this contract are met is the Parks Coordinator. If assistance or further information is needed, the CONTRACTOR shall contact the Parks Coordinator at (252) 329-4539. All directions and communications from the CITY to the CONTRACTOR shall be through the Parks Coordinator or his designee.

8) CONTRACTOR'S SUPERVISOR:

The CONTRACTOR shall furnish a competent supervisor who shall be on the job and available to the Parks Coordinator or his designee at all times that the CONTRACTOR's crews are on the H. Boyd Lee Park property. The CONTRACTOR'S supervisor shall have full authority over the CONTRACTOR's work crews and shall monitor them and direct them responsibly. The CONTRACTOR's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the CITY within 5 days of the date of this contract.

9) OPERATIONS:

The CONTRACTOR will make every effort to ensure that the performance of the Work does not restrict access by the general public to the H. Boyd Lee Park facilities.

10) SAFETY:

The CONTRACTOR shall avoid any unsafe practices and shall immediately correct any unsafe practices by its employees.

11) DEBRIS DISPOSAL:

The CONTRACTOR shall properly dispose of all refuse and construction debris resulting from the Work in an appropriate manner consistent with the ordinances and requirements of the CITY.

12) INDEPENDENT CONTRACTOR:

The CONTRACTOR is an independent contractor. The CONTRACTOR and its employees are not employees of the CITY, nor shall they make any claim of right, privilege or benefit which would accrue to an employee of the CITY under the laws of the State of North Carolina.

13) LICENSES:

The CONTRACTOR shall have and maintain all necessary and legally required licenses and permits to enable performance of the Work.

14) DAMAGE TO CONTRACTOR'S PROPERTY:

Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the CONTRACTOR while on the H. Boyd Lee Park property, the CITY shall be under no obligation to replace or in any way compensate the CONTRACTOR for said property.

15) HOLD HARMLESS:

a. The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees from and against any liability, loss, damage, suit, claim, or expense that may in any way result from the activities, operations, and performance of services by the CONTRACTOR and its officers, servants, agents, or employees while on CITY property. The CONTRACTOR further agrees to release and discharge the CITY and its officers and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligations under this contract.

b. It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to the CONTRACTOR, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the CONTRACTOR's activities and operations while performing services under this contract. The CONTRACTOR shall assume full and complete liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.

16) INSURANCE:

The CONTRACTOR shall not commence the Work under this contract until all insurance required has been obtained. Insurance required shall remain in effect through the life of this contract.

a) Worker's Compensation:

The CONTRACTOR shall maintain during the life of this contract, Worker's Compensation Insurance for all employees employed to perform service pursuant to this contract, or as otherwise required by the North Carolina General Statutes.

b) Public Liability and Property Damage:

The Contractor shall have in place for the life of this contract public liability and property damage insurance as shall protect the CITY from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the CITY named as an additional insured on all coverage. All insurance must be maintained during the duration of the contract.

c) Other Insurance:

The CONTRACTOR shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

d) Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e) Proof of Carriages:

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the CITY.

17) PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR is required to furnish performance and payment bonds within ten (10) days after award.

18) TERMINATION:

The CITY may terminate this contract for nonperformance, for unacceptable performance, for failure to comply with safety regulations, or for failure to comply with the provisions of this contract. The CITY will give written notice of the CONTRACTOR specifying areas of nonperformance, unacceptable performance, failure to follow safety regulations, or for failure to comply with the provisions of this contract and the CONTRACTOR shall have 5 days to rectify. In the event the condition(s) identified in the written notice to the CONTRACTOR are not rectified to the satisfaction of the CITY, the CITY will give the CONTRACTOR a written notice of termination specifying the date of termination which may be the date of notice.

19) AMENDING THE CONTRACT:

Any changes to this contract shall be in writing and must be signed by all parties before it will be considered to be in effect.

20) NON-ASSIGNABILITY:

This contract, or any portion thereof, shall not be assigned by either party without the express written consent of the other party.

21) E-VERIFY COMPLIANCE:

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

22) IRAN DIVESTMENT ACT:

Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the term of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

23) MISCELLANEOUS:

(a) Choice of Law and Forum; (i) This contract shall be deemed made in Pitt County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Pitt County.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract.

(f) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

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

CITY OF GREENVILLE

FARRIOR & SONS, INC.

By: _____
P.J. Connelly
Mayor

By: _____

Printed Name

Title

APPROVED AS TO FORM:

By: _____
Emanuel D McGirt, City Attorney

PRE- AUDIT CERTIFICATION:

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

Bryon Hayes, Director of Financial Services

Account Number: **VOLLEYBALL-CONSTR**

EXHIBIT A

City of Greenville Invitation to Bid

Addendum #1

INVITATION TO BID

NEW SAND VOLLEYBALL COURTS

H. BOYD LEE PARK

CITY OF GREENVILLE

NORTH CAROLINA



SITE ADDRESS: H. BOYD LEE PARK
5184 COREY ROAD
GREENVILLE, NC

BIDS-DUE: FRIDAY, NOVEMBER 1, 2019 @ 10:00 AM
JAYCEE PARK ADMINISTRATION BUILDING
2000 CEDAR LANE, GREENVILLE, NC

CONTACT PERSONS:

QUESTIONS REGARDING THE BID PACKAGE:

Ms. Denisha Harris

Purchasing Manager

Telephone: (252) 329-4862

Fax: (252) 329-4464

Email: dharris@greenvillenc.gov

QUESTIONS REGARDING THE SPECIFICATIONS:

Mr. Mike Watson

Parks Coordinator

Telephone: (252) 329-4539

Fax: (252) 329-4062

Email: mwatson@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
“NEW SAND VOLLEYBALL COURTS – H. BOYD LEE PARK”**

The City of Greenville, NC is requesting bids for the construction of four (4) new Sand Volleyball Courts located at H. Boyd Lee Park with the Greenville Recreation & Parks Department. The scope of work shall include but is not limited to site work, playing surface, nets, irrigation and draining.

The duration of this project shall be 120 calendar days. This is a turn-key project. A site visit is not mandatory but is encouraged.

Sealed bids will be received by the City of Greenville until Friday, November 1, 2019 @ 10:00 AM at the Recreation & Parks Office located in the Jaycee Park Administration Building, 2000 Cedar Lane, Greenville, NC 27835. Mailed bids shall be delivered to 2000 Cedar Lane, Greenville, NC 27835 on or before Friday, November 1, 2019 @ 10:00 AM and addressed to Mr. Mike Watson, Parks Coordinator.

Copies of the Contract Documents (plans and specifications) may be obtained from McGee Reprographics, 2029 Evans Street, Greenville, NC 27834 or electronically via Greenville Recreation and Parks Department. For information, contact Mike Watson at 252-329-4539 or mwatson@greenvillenc.gov.

All sealed bids shall have the words Attn: Mike Watson - Bid Enclosed, New Sand Volleyball Courts – H. Boyd Lee Park on the outside of the bid package and mail carrier envelope.

All bids will be marked with the date and time they are received by reception staff. There will not be a public bid opening. Bids will be opened and evaluated by staff and a bid tabulation will be available upon request once the contract is awarded to the successful bidder.

To whom the contract is awarded, a Performance and Payment Bond will be required for one hundred percent (100%) of the contract price.

The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the bid opening thereof.

Minority/Women owned business are encouraged to submit bids.

*Denisha Harris, Purchasing Manager
City of Greenville
201 W. Fifth Street
Greenville, NC 27834*

1117574

INSTRUCTIONS TO BIDDERS

**Bid to Provide
“New Sand Volleyball Courts – H. Boyd Lee Park”
5184 Corey Road, Greenville, NC 27835**

- 1. Contractor is to provide verification to the City that the company’s employees are covered under worker’s compensation insurance coverage if requested.**
- 2. It is expressly understood by the contractor offering a bid after a written notice of award by the City, a written contract or purchase order will be required to be executed and will serve together with this bid, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.**
- 5. Questions regarding any procedure for submission of a bid shall be directed by email to Mike Watson, Parks Coordinator, at mwatson@greenvillenc.gov. The last date to submit questions will be Tuesday, October 29, 2019 by 10:00 AM.**
- 6. By submitting a bid for the NEW SAND VOLLEYBALL COURTS – H. BOYD LEE PARK, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Furthermore, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm’s employees, while on City property performing their duties.**
- 7. Contractor shall comply with all OSHA requirements associated with the work within this contract. Follow all safety guidelines while work is in progress.**
- 8. No work will be performed at any time without proper supervision. If requested, the names and experience of supervisors shall be provided.**
- 9. Contractor must procure and post the required permits prior to the commencement of work.**
- 10. Staging areas for equipment and materials will be arranged on site during a pre-construction meeting.**
- 11. Any damage to any buildings, concrete, landscaping, etc. shall be repaired by the contractor prior to the completion of the project.**
- 12. All work shall be performed Monday – Saturday during approved hours. Hours of operation shall be 7:00 AM to 7:00 PM. All daily operations, activities, traffic flow, ingress and egress of all doors must not be hindered.**
- 13. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance shall be corrected immediately.**

**CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
SPECIFICATIONS FOR
“NEW SAND VOLLEYBALL COURTS – H. BOYD LEE PARK”**

1.0 SCOPE:

The scope of work shall be as directed by the plans and specifications for this project.

1.1 The duration of the project shall be 120 calendar days from receipt of award.

1.2 Alternates:

- **Alternate Deduct: In lieu of the cast in place steps at three (3) locations, provide treated steps, handrails, and 5’x 5’ landing at each location.**

2.0 PAYMENT AND BID:

2.1 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.

2.2 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

2.3 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.

2.4 Minority and/or Women Business Enterprise (MWBE) Program

Refer to Attachment “C” for all Minority and/or Woman Business Enterprise requirements.

Questions regarding the City’s M/WBE Program should be directed to Ferdinand Rouse in the M/WBE Office at (252) 329-4462.

2.5 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantages to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.

2.6 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk’s Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer. Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- 2.7 If needed, the contractor shall complete a new vendor application and any associated documents as required upon acceptance of this contract.
- 2.8 The contractor will develop a lump sum bid; that will include, but is not limited to all work, equipment, parts, and labor specified herein.
- 2.9 Having satisfied all conditions of the award set forth elsewhere in these documents, the successful bidder(s) shall furnish, within ten (10) days after award, the following:
- A Performance Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.
 - A Payment Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.

This bond shall be signed by a guarantee or surety company licensed to do business in the State of North Carolina.

The failure of the successful bidder to supply the required bonds within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids.

See Attachment "B" for the forms.

3.0 WORKERS COMPENSATION AND INSURANCE:

- 3.1 The contractor shall maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.
- 3.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage. All insurance shall be maintained during the duration of the contract.
- 3.3 OTHER INSURANCE:

The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

4.0 CANCELLATION:

- 4.1** Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.
- 4.2** The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner.
- 4.3** Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

*Mike Watson, Parks Coordinator
City of Greenville
2000 Cedar Lane
Greenville, N.C. 27835
Email: mwatson@greenvillenc.gov*

5.0 DAMAGE TO CONTRACTORS PROPERTY:

- 5.1** The City of Greenville shall be under no obligation to replace or in any way compensate the contractor for fire, theft, vandalism or any other casualty, injury or damage to equipment or property belonging to the contractor while on City property.
- 5.2** The successful bidder agrees to indemnify or hold harmless the City of Greenville from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge the City of Greenville and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 5.3** It is understood and agreed by the parties that the City of Greenville will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages on City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

6.0 ADDENDUM

- 6.1** Addendum/Amendment: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. The contract may be amended from time to time through written agreement by both parties.

7.0 LOCAL PREFERENCE POLICY

7.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

8.0 E-VERIFY COMPLIANCE

8.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

9.0 IRAN DIVESTMENT ACT

9.1 Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

ATTACHMENT A

CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
BID FORM

In compliance with the request for bid by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean-up as provided in the above mentioned specifications.

NEW SAND VOLLEYBALL COURTS AT H. BOYD LEE PARK	
Proposed Price to Complete Construction of Four (4) New Sand Volleyball Courts Per Engineered Plans & Specifications <i><u>The Bid Schedule, sheet B-1 in the specification book, shall also be included with the sealed bid.</u></i>	\$
Alternate #1 Deduct: Install Treated Steps and Handrails in lieu of Cast in Place	\$

Addenda Received: _____ Required MWBE Forms Included: _____

Bid reviewed, prepared and submitted by:

Company Name: _____ Date: _____

Address: _____

Phone Number: _____

General Contractor's License Number: _____

Signed: _____ Print Name: _____

1117574

ATTACHMENT B

PERFORMANCE & PAYMENT BOND FORMS

FORM OF PERFORMANCE BOND



Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety : _____

Name of Contracting
Body : _____

Amount of Bond : _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts .

Witness :

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp.
Pres. or Vice Pres. only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

(Surety Company)

Witness :

By: _____

Title: _____
(Attorney in Fact)

Countersigned :

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

1117574

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____
Name of Principal (Contractor) _____

Name of Surety : _____

Name of Contracting Body : _____

Amount of Bond : _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts .

Witness :

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp.
Pres. or Vice Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

Witness :

Countersigned :

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

(Surety Corporate Seal)

ATTACHMENT C

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise (MWBE) Program

City of Greenville Construction Guidelines and Affidavits \$100,000 and above

These instructions shall be included with each bid solicitation.

1117574

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE’s listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Identification of Minority/Women Business Participation

I, _____,
 (Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*MWBE Category

*MWBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

If you will not be utilizing MWBE contractors, please certify by entering zero “0”

The total value of MBE business contracting will be (\$)_____.

The total value of WBE business contracting will be (\$)_____.

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

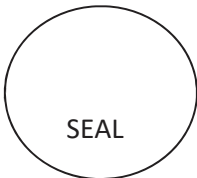
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

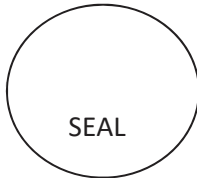
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

City of Greenville - AFFIDAVIT C - Portion of the Work to be Performed by MWBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

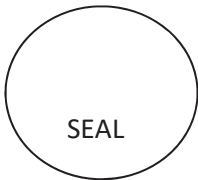
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
 - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

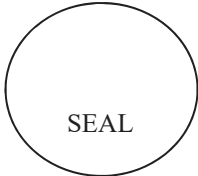
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT MWBE Subcontractor Performance

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise _____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

- Replace subcontractor
- Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work Add additional subcontractor
 Decrease total dollar amount of work Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Pay Application No. _____

Purchase Order No. _____

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

Addendum No. 1

Project Name: Sand Volleyball Court H. Boyd Lee Park	Project No.: PC-0077
Prepared By: Mike Watson	Date: November 14, 2019

Items:

1. Acknowledgement of all addenda received must be noted on the original bid submittal form. Any and all addenda shall become part of the specifications and the bid package for the project.
2. Change of bid date: Sealed bids shall be due by **Tuesday, November 26, 2019 at 2:00 PM.** The last day to submit questions will be Wednesday, November 20, 2019 by 10:00 AM.
3. Section 02210 under General Materials; delete all reference to the Volleyball Court Sand. The sand provided shall be clean silica sand, washed and screened. It must be free of rocks, shells, and/or other debris.
4. Reduce the depth of sand by two inches (2”).
5. On sheet C4, delete the layout of the Accessible Parking. Change the layout per the attachment in this addendum. All typical measurements, striping, etc. shall remained unchanged.
6. Delete all references of a PVC plastic resin finish on the fencing as stated in Section 02831 and on the plans. The fencing fabric and components shall have a polyester powder coated finish. See specification in the attachments.
7. On sheet C7, under the notes for the fencing, change the height of the privacy screen to two feet (2’).
8. In lieu of installing concrete footings for the fence posts as directed by the plans and specifications, anchor a fence floor flange for a metal post similar to the one shown in the attached picture directly on the retaining wall footing.

Bids are due Tuesday, November 26, 2019 at the Jaycee Park Administration Building, 2000 Cedar Lane, Greenville, NC. Bids will be accepted up to 2:00 PM. There will not be a public bid opening. Bids will be opened by staff and a bid tabulation sheet will be available upon request once the contract is awarded to the successful bidder.

Attachments:

- | | |
|-------------------------------|---|
| 1. Revised Bid Submittal Form | 3. Revised Accessible Parking Layout |
| 2. Revised Bid Schedule Form | 4. Powder Coating Fencing Specification |

CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
BID FORM

In compliance with the request for bid by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean-up as provided in the above mentioned specifications.

NEW SAND VOLLEYBALL COURTS AT H. BOYD LEE PARK	
<p>Proposed Price to Complete Construction of Four (4) New Sand Volleyball Courts Per Engineered Plans & Specifications</p> <p><i><u>The Bid Schedule, Attachment B of the Addendum #1, shall also be included with the sealed bid.</u></i></p>	<p>\$</p>
<p>Alternate #1 Deduct: Install Treated Steps and Handrails in lieu of Cast in Place</p>	<p>(\$)</p>

Addenda Received: _____ Required MWBE Forms Included: _____

Bid reviewed, prepared and submitted by:

Company Name: _____ **Date:** _____

Address: _____

Phone Number: _____

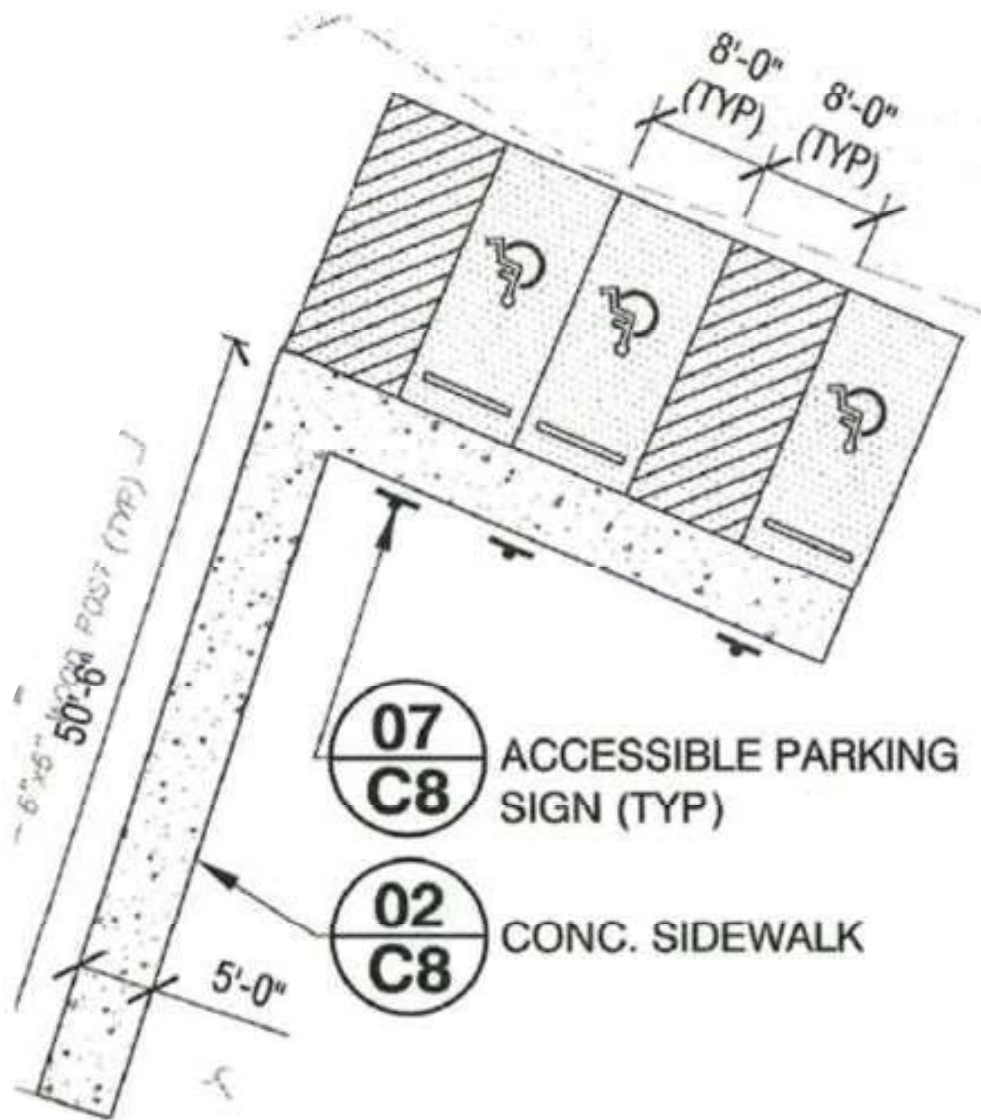
General Contractor's License Number: _____

Signed: _____ **Print Name:** _____

REVISED BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Cost
1	1	LS	Mobilization & Bonding (not to exceed 3% of total bid)		\$ _____
2	1	LS	Demolition, Clearing & Grubbing		\$ _____
3	740	LF	Silt Fence	\$ _____	\$ _____
4	1	EA	Rock Check Dam	\$ _____	\$ _____
5	340	LF	Orange Mesh Barrier Fence	\$ _____	\$ _____
6	395	LF	2" PVC Water Main	\$ _____	\$ _____
7	3	EA	2" Valve & Box	\$ _____	\$ _____
8	1	EA	2" RPZ w/ Enclosure	\$ _____	\$ _____
9	16	LF	15" RCP Storm Drain Pipe	\$ _____	\$ _____
10	3	TN	Class B Rip-Rap w/ Filter Cloth	\$ _____	\$ _____
11	1	LS	Concrete Parking Pad		\$ _____
12	1	LS	Pavement Marking		\$ _____
13	3	EA	Concrete Parking Stops	\$ _____	\$ _____
14	1	LS	Concrete Sidewalk & Ramp		\$ _____
15	60	LF	Ramp Handrail	\$ _____	\$ _____
16	65	SY	ABC Access Drive	\$ _____	\$ _____
17	1	LS	Sand Volleyball Court Complex (excluding sand)		\$ _____
18	1	LS	Sand		\$ _____
19	1	LS	Seeding & Mulching		\$ _____
20	1	LS	Testing Allowance		\$ <u>4,000.00</u>
Total Bid:					\$ _____

REVISED ACCESSIBLE PARKING LAYOUT



FENCING - POWDER COATED FACTORY FINISH

A. Coating Material: Posts, post caps, rails, pales, brackets and security mesh shall be finished with a factory applied TGIC polyester powder coating. Powder coated finish shall meet or exceed the following performance criteria. Color shall be Black.

B. Applicable Requirements to Validate the Coating Process:

1. Adhesion Resistance: ASTM D3359, Measuring Adhesion by Tape Test, Method B.
 - a. Minimum Performance Requirement: Coating retention of not less than 95%.
2. Impact Resistance: ASTM D2794, Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
 - a. Minimum Performance Requirement: resistance to impact – Pass, 9 N m.
3. Film Hardness ASTM D3363, Film Hardness by Pencil Test
 - a. Minimum Performance Requirement – Minimum Hardness: 2H.
4. Solar Concentration Exposure: ASTM D4141, Conducting Black Box and Solar Concentrating Exposures of Coatings, Method C. (Equivalent to EMMAQUA NTW)
 - a. Minimum Performance Requirement - coating must test to a minimum of 50% Gloss Retention at 1,400 MJ/m² with no film failure, chalking, cracking or checking and no more than 10% fading.
5. Film Thickness: ASTM G12, 2.0 min.
6. Flexibility: ASTM D-1737-89, No breaks, flakes or cracks on Q-panel 5B (100% adhesion to the substrate).
7. Gloss 60 angle: ASTM D-523-89. 50- 60
8. Abrasion Resistance: ASTM D1044, 90-95 mg weight loss
9. Accelerated Weathering: ASTM G-23, 1000 hours (70% gloss retention, ΔE: <2.0).
10. Humidity: ASTM D2247, 1000 hours – No blisters
11. Thickness: Provide film thickness of 2-4 mils as measured by manufacturer’s standard powder coat measurement and inspection procedures.

12. Pretreatment: The fence sheeting and framework shall be prepared using a 7 stage Zinc Phosphate wash line. The pre-treatment cleaning system will remove foreign material and to properly prepare the surface to achieve the coating system requirements specified above.

13. Curing: Heat cure in accordance with powder manufacturer's prescribed cure schedule to properly crosslink and bond finish to metal substrate.

14. Chemical Resistance: ASTM B117

a. Corrosion Resistance:

1) Procedure: Preparation of Test Specimens- Perform a single scribe the length of the specimen, within one inches of any edge and deep enough to expose the base metal. Expose the specimen for 1,000 hours per ASTM B117-07 using a 5% salt solution and 95°F operational temperature. After exposure, remove specimens and wipe dry. Immediately apply tape (Permacel 99 or equal) over scribed are by pressing down firmly against the coating. Sharply pull the tape off at a right angle to the surface being tested.

a) Performance: The required is a minimum of seven on the scribed edge and minimum blister rating of eight within the test specimen field in accordance with tables in ASTM D1654.



Example - Fence Floor Flange



City of Greenville, North Carolina

Meeting Date: 12/12/2019
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 September, October, and November.

Date Awarded	Description	Vendor PO Number	Amount	MWBE Vendor?	Does Local Preference Apply?
9/23/2019	Time for Science Roof Retrofit	Owens Roofing 20000115	\$64,600.00	No	No
10/27/2019	Painting of Transit Buses	Lilley International 20000175	\$51,300.00	No	No
11/15/2019	Cured in Place Pipe	NU-PIPE 20000190	\$58,480.00	No	No
11/22/2019	Town Common Pedestrian Bridge Painting	Saffo Contractors 20000208	\$89,500.00	No	No

Fiscal Note:

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

Recommendation:

That award information be reflected in the City Council minutes.

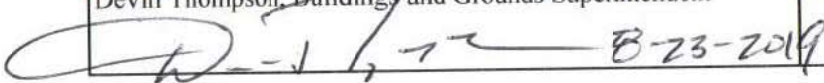
ATTACHMENTS:

- ☐ **PO 20000115**
- ☐ **PO 20000175**
- ☐ **PO 20000190**
- ☐ **PO 20000208**

BID TABULATION SHEET
 City of Greenville, North Carolina
 Public Works Department
 Buildings and Grounds Division

Description: A Time for Science Metal Roof Retrofit to EPDM

Bid Opening: August 22, 2019 @ 2:00 P.M.

Contractor	Site Visit	Base Bid	Add Alternate			Totals
Owens Roofing, Inc.	yes	39,600.00	\$25,000.00			\$64,600.00
<i>Vendor # 8561</i>						
Meridian Design/Build	yes	38,782.38	\$26,958.81			\$65,741.19
Wrightway Construction Ser.	yes	45,987.00	\$19,978.00			\$65,965.00
Wayne Roofing	yes	42,600.00	\$23,600.00			\$66,200.00
Baker Roofing	yes	46,207.00	\$22,366.00			\$68,573.00
Devin Thompson, Buildings and Grounds Superintendent						COG Doc #925018v26
						

Companies Contacted by Fleet for Quotes:

Company:	Contact:	Phone:	Quote:
Lilley International	Junior Gonzales	252 290 1727	\$51,300 With Additional Costs
Whites International	Larry Davis	252 756 3635	Would Not Return Call
Hastings Ford	N/A	252 758 0114	No Body Shop
Hardees Body Shop	N/A	252 752 1783	Shop too Small for Job



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	Vendor 2	Vendor 3
	Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input type="checkbox"/>	Local <input type="checkbox"/> MWBE <input type="checkbox"/>
Department: Public Works	NU-PIPE	Utility Asset Management	
Requestor: Kevin Leigh			
Date: 11/15/2019			

No.	Description	Cost	Cost	Cost
1	Cured in Place Pipe @ 5 th Street near Greene Street	\$58,480.00	\$67,200.00	
2				
3				
4				
5				

Total	\$58,480.00	\$67,200.00	
--------------	-------------	-------------	--

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.

Doc#971358



RECREATION AND PARKS

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

Project Name:	Town Creek Pedestrian Bridge Painting - Town Common	Project No.	PC-0085
Opening Location:	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	Bid Opening Date:	Monday, November 18, 2019 2:00 PM

Contractor Name	Acknowledge Addenda	MWBE Forms	Bid Amount
Enterprises G, Inc	Yes	Yes	\$289,000.00
Olympus Painting Contractors Inc	Yes	Yes	\$351,200.00
Saffo Contractors Inc	Yes	Yes	\$89,500.00
Southern Road & Bridge LLC	Yes	Yes	\$391,200.00
Gulf Coast Contracting LLC	Yes	Yes	\$540,000.00
Gemstone LLC	No	No	\$422,000.00
Citrus Sandblast LLC	Yes	Yes	\$162,750.00

Certified by: Mike Watson
 Mike Watson, Parks Coordinator

All companies are from Florida except Enterprises G (Winterville) and Saffo Contractors (Wilmington). Saffo was found to be responsible, specializing in resurfacing projects such as this.

COG 1025367 v47



City of Greenville,
North Carolina

Meeting Date: 12/12/2019
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
Alyce Hawkins	Registered Motor Vehicle	166.01
Carlos Diaz	Registered Motor Vehicle	103.93
Carney Roberson	Real Estate	289.71
Carolyn Wallace	Registered Motor Vehicle	156.31
Corelogic	Real Estate	1,984.90
David Semeniuk	Registered Motor Vehicle	373.96
Eman Badwan	Registered Motor Vehicle	110.99
Glenn Taylor	Registered Motor Vehicle	214.06

James Weese	Registered Motor Vehicle	201.41
Judith Kasperek	Registered Motor Vehicle	274.58
Kelly Harrington	Registered Motor Vehicle	110.35
Lenora Huffman	Real Estate	304.94
LGFCU	Real Estate	556.63
Melissa Brinkley	Registered Motor Vehicle	191.67
Rosemary Hayes	Registered Motor Vehicle	164.77
Sean Connoly	Registered Motor Vehicle	133.20
Shelia Jones	Registered Motor Vehicle	156.75
Trung Nguyen	Registered Motor Vehicle	212.77
Vanessa Kain	Registered Motor Vehicle	182.38
Walter Oakley	Registered Motor Vehicle	109.21
	REFUND TOTAL:	\$5,998.53

Fiscal Note: The total to be refunded is \$5,998.53.

Recommendation: Approval of tax refunds by City Council.



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Ordinance to annex Langston West, Phase 11, Section 2 involving 8.3920 acres located at the current terminus of Moxie Lane

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Langston West, Phase 11, Section 2 involving 8.3920 acres located at the current terminus of Moxie Lane. The subject area is currently undeveloped and is anticipated to yield 22 single-family residences.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: December 2, 2019
2. City Council public hearing date: December 12, 2019
3. Effective date: December 12, 2019

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 8.3920
4. Voting District: 2
5. Township: Winterville
6. Zoning: RA20 (Residential-Agricultural) and R9S (Residential)

7. Land Use: Existing: Vacant
Anticipated: 22 single-family lots

8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	22 x 2.47*	54
Current Minority	-----	0
Estimated Minority at full development	54 x 45.7%	25
Current White	-----	0
Estimated White at full development	54 - 25	29

* - average household size in Pitt County

9. Rural Fire Tax District: Red Oak

10. Greenville Fire District: Station #5 (Distance of 3.5 miles)

11. Present Tax Value: \$488,250
Estimated Future Tax Value: \$5,676,000

Fiscal Note: The total estimated tax value at full development is \$5,676,000.

Recommendation: Approve the attached ordinance to annex Langston West, Phase 11, Section 2 involving 8.3920 acres

ATTACHMENTS:

- ☐ **COG-_1119507-v1-Annexation_-_Langston_West_Ph_11_Sect_2_1119519**
- ☐ **Survey**

ORDINANCE NO. 19-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 12th day of December, 2019, after due notice by publication in The Daily Reflector on the 2nd day of December, 2019; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “Langston West, Phase 11, Section 2” involving 8.3920 acres as prepared by Stroud Engineering, PA.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the current terminus of Moxie Lane.

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina, lying northwest of NCSR 1134 (Thomas Langston Road) and being bounded on the north by AMA Holdings, LLC (Deed Book 2849 Page 26), on the east by Langston West, Sections 8 & 9 (Map Book 81, Page 144), on the south by Langston West, Phase 11, Section 1 (Map Book 84, page 136), and on the west by AMA Holdings, LLC (Deed Book 2849, Page 26 and Map Book 14 Page 12) all of the Pitt County Registry.

Thence beginning at an existing iron pipe found on the western right-of-way of Birch Hollow Drive, the northeast corner of Lot 381, Langston West, Phase 11, Section 1 (Map Book 84, Page 136), the True Point of Beginning.

Thence from the True Point of Beginning, leaving the western right-of-way of Birch Hollow Drive and following the northern boundary of Lot 381, Langston West, Phase 11, Section 1 N 78°39’12” W a distance of 148.16 feet to the northwest corner of Lot 381, a point in the eastern line of AMA Holdings, LLC (Deed Book 2849, Page 26 and Map Book 14, Page 12), thence along the eastern line of AMA Holdings LLC S 84°31’36” E a distance of 746.44 feet to the northwest corner of Lot 330, Langston West, Sections 8 & 9 as recorded in Map

Book 81, Page 144, thence leaving the southern boundary of AMA Holdings, LLC and following the boundary of Langston West, Sections 8 & 9 S 25°13'22" W a distance of 373.64 feet to the northeast corner of Lot 260, Langston West, Phase 11, Section 1 as recorded in Map Book 84, Page 136, thence along the northern boundary of Langston West Phase 11, Section 1 the following calls: N 83°32'08" W a distance of 276.14 feet, thence N 81°01'22" W a distance of 88.29 feet, thence S 45°11'22" W a distance of 73.57 feet, thence S 24°45'52" W a distance of 163.23 feet, thence N 76°39'12" W a distance of 215.5 feet to a point on the western right-of-way of Birch Hollow Drive, thence S 13°20'48" W a distance of 19.16 feet to the True Point of Beginning. The above described parcel is listed as Parcel Number 84392 by the Pitt County Tax Assessor's Office and contains 8.3920 Acres.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district two. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district two.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 12th day of December, 2019.

ADOPTED this 12th day of December, 2019.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

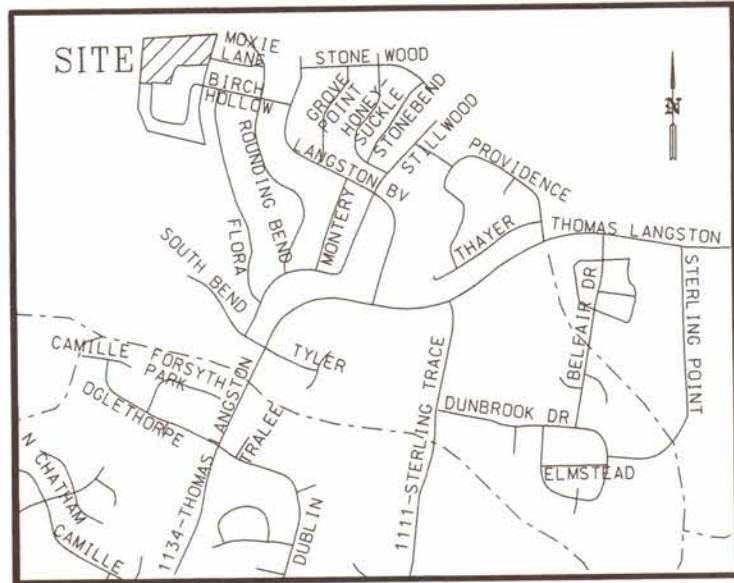
I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this ____th day of _____, 2019.

Notary Public

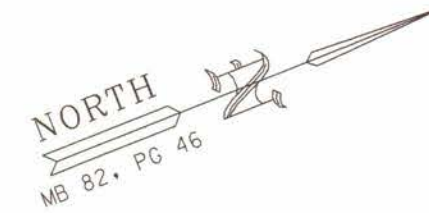
My Commission Expires: _____

1119519

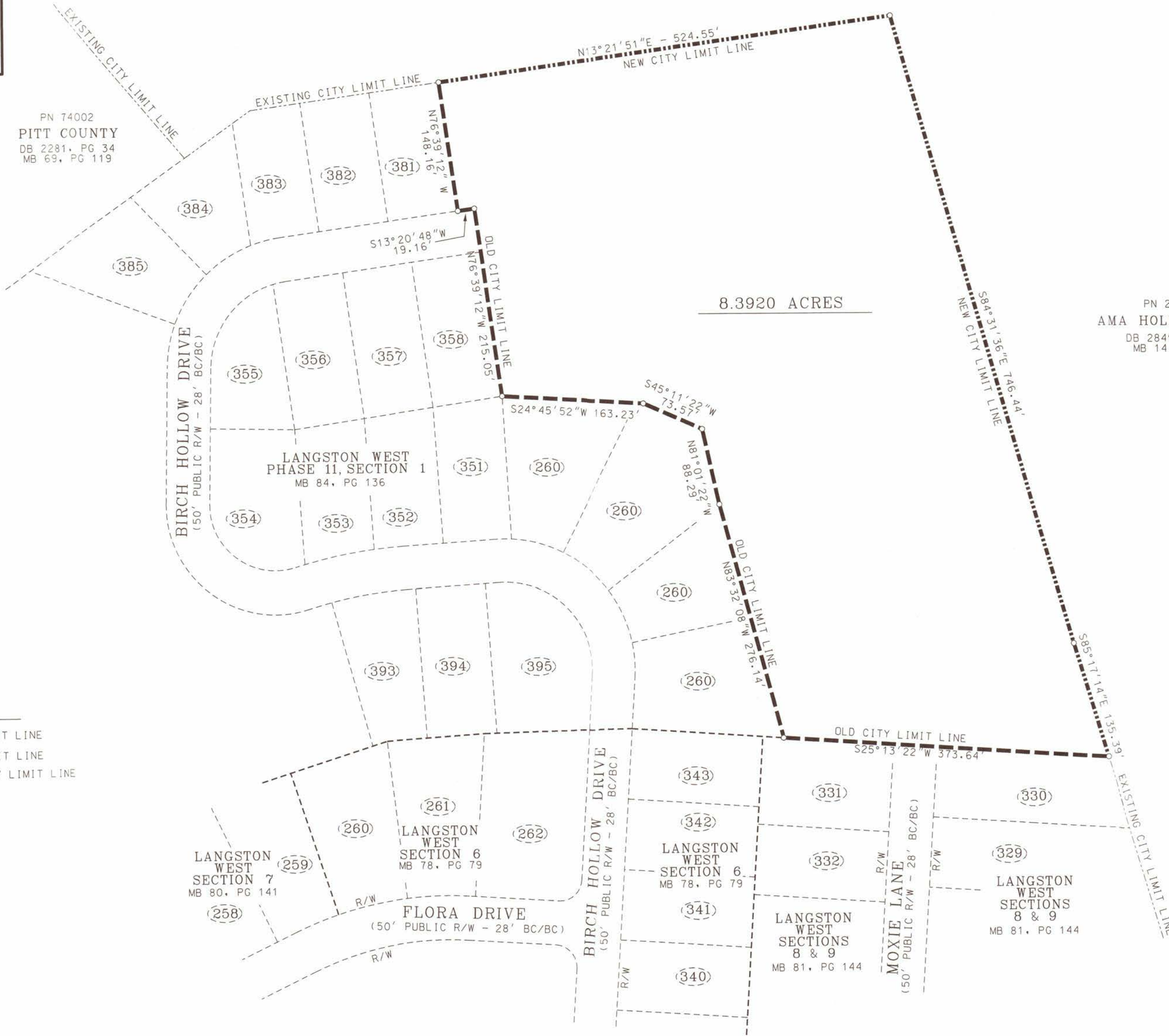


VICINITY MAP
SCALE: 1"=1000'

PN 23627
AMA HOLDINGS, LLC
DB 2849, PG 26
MB 14, PG 12



PN 74002
PITT COUNTY
DB 2281, PG 34
MB 69, PG 119

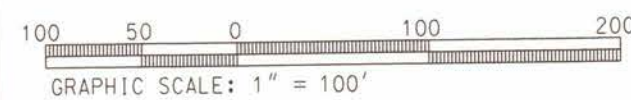


PN 23627
AMA HOLDINGS, LLC
DB 2849, PG 26
MB 14, PG 12

THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES:
"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".

LEGEND:

- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE



PARCEL NO. 84392
REFERENCE: A PORTION OF DEED BOOK 3636, PAGE 459
AND MAP BOOK 82, PAGE 46

FOR REVIEW ONLY

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS MAP WAS DRAWN BY DEE MULLALLY UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY HOWARD BARNUM; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS DAY OF _____, 20____.

SIGNED: _____
PROFESSIONAL LAND SURVEYOR L-4146

NORTH CAROLINA, PITT COUNTY
I, _____, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT _____, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

LANGSTON WEST, PHASE 11, SECTION 2 WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA		MAP NO.
BILL CLARK HOMES OF GREENVILLE, LLC 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858 (252) 355-5805		
STROUD ENGINEERING, P.A. LICENSE NO. C-0647 107-B COMMERCE ST. GREENVILLE, NC 27858 (252) 756-9352	SURVEYED: N/A DRAWN: DM CHECKED: DTB	APPROVED: DTB DATE: 6/10/19 SCALE: 1" = 100'

MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY		
THE CITY OF GREENVILLE		
DATE	ORDINANCE NO.	8.3920 ACRES AREA



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item:

Ordinance requested by the Planning and Development Services Department to amend the City Code by altering regulations related to drive-through facilities and the number of allowed menu boards

Explanation:

Abstract: Ordinance requested by the Planning and Development Services Department to amend the City Code by altering regulations related to drive-through facilities and the number of allowed menu reader boards.

History: As part of the desire to update the City Code to be compatible with modern development, the Planning and Development Services Department is proposing to alter the restrictions on menu reader boards.

Currently, the City's zoning ordinance allows for one menu reader board per drive-through facility. At the time the ordinance was developed, a typical restaurant would have had only one order point. Modern development patterns have been moving toward multiple drive-through lanes and facilities, which would create a need for multiple order points and accompanying menu reader boards. The resulting increase of order points requires an increase in the number of menu-reader boards allowed under the current ordinance. Another unaddressed site improvement is the use of pre-browse menu boards. These are typically smaller preview boards in advance of the full menu reader board and order point.

There are already sites within the city that have more than one order point and menu-reader board. Since this development pattern is already extant here as well as most other municipalities, the increase in allowable menu-reader boards and inclusion of pre-browse boards would be appropriate.

Proposed changes and additions:

Definition:

Drive-through facilities. Facilities which are accessory to a principal use whereby goods or services may be offered directly to customers in motor vehicles by means which eliminate the need for customers to leave their motor vehicles. Each pickup point and associated order point(s) shall constitute a single facility.

Additional standards:

Restaurant menu reader boards. No restaurant menu reader board shall exceed 42 square feet in surface area or eight feet in height. Menu reader boards shall be set back not less than 20 feet from any property line. ~~One~~ Two menu reader boards shall be allowed per each drive-through facility, not to exceed one per order point, and the display shall contain no commercial advertisement that can be viewed from any adjacent street right-of-way or property line. The signage shall not be included in the calculation of or count towards the total allowable sign area.

Restaurant menu pre-browse boards. A full menu shall not be displayed on a restaurant menu pre-browse board. No restaurant menu pre-browse board shall exceed 20 square feet in surface area or eight feet in height. Restaurant menu pre-browse boards shall be setback not less than 20 feet from any property line. Two menu pre-browse boards shall be allowed per each drive-through facility, not to exceed one per order point, and the display shall contain no commercial advertisement that can be viewed from any adjacent street right-of-way or property line. The signage shall not be included in the calculation of or count towards the total allowable sign area.

Additional staff comments:

The proposed changes will allow each drive-through lane to have one menu reader board and one restaurant pre-browse menu board in addition to clarifying what constitutes such a facility. These boards do not contain commercial messages visible from off-site.

Comprehensive Plan

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the following adopted policy in Horizons 2026: Greenville's Community Plan.

Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy

Policy 4.3.1 Modernize and Diversify Local Economy

Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.

Fiscal Note:

No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy, *Policy 4.3.1 Modernize and Diversify Local Economy*:

Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its November 19, 2019 meeting.

If City Council determines to approve the request, a motion to adopt the attached ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy, *Policy 4.3.1 Modernize and Diversify Local Economy*:

Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.

ATTACHMENTS:

- ❑ COG-_1117438-v1-Ordinance_menu_reader_boards_1117442
- ❑ Minutes_-_text_amendment_for_menu_reader_boards_1119509

ORDINANCE NO. 19-
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on December 12, 2019, at 6:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN;

Section 1: That Title 9, Chapter 4, Article B, Definitions, Section 22 of the City Code is hereby amended by deleting the definition for "Drive-through facilities" in its entirety and substituting the following:

"Drive-through facilities. Facilities which are accessory to a principal use whereby goods or services may be offered directly to customers in motor vehicles by means which eliminate the need for customers to leave their motor vehicles. Each pickup point and associated order point(s) shall constitute a single facility."

Section 2: That Title 9, Chapter 4, Article N, Section 233(E) of the City Code is hereby amended by deleting said subsection in its entirety and substituting the following:

“(E) *Restaurant menu reader boards.* No restaurant menu reader board shall exceed 42 square feet in surface area or eight feet in height. Menu reader boards shall be set back not less than 20 feet from any property line. Two menu reader boards shall be allowed per each drive-through facility, not to exceed one per order point, and the display shall contain no commercial advertisement that can be viewed from any adjacent street right-of-way or property line. The signage shall not be included in the calculation of or count towards the total allowable sign area.”

Section 3: That Title 9, Chapter 4, Article N, Section 233 of the City Code is hereby amended by the addition of the following subsection:

“(M) *Restaurant menu pre-browse boards.* A full menu shall not be displayed on a restaurant menu pre-browse board. No restaurant menu pre-browse board shall exceed 20 square feet in surface area or eight feet in height. Menu pre-browse boards shall be setback not less than 20 feet from any property line. Two menu pre-browse boards shall be allowed per each drive-through facility, not to exceed one per order point, and the display shall contain no commercial advertisement that can be viewed from any adjacent street right-of-way or property line. The signage shall not be included in the calculation of or count towards the total allowable sign area.”

Section 4: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 6: That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of December, 2019.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1117442

Excerpt from the draft Planning & Zoning Commission Minutes (11/19/2019)

ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND THE CITY CODE BY ALTERING REGULATIONS RELATED TO DRIVE-THROUGH FACILITIES AND THE NUMBER OF ALLOWED MENU BOARDS – APPROVED

Mr. Brad Sceviour explained that the request is to update the City's current standards relevant to the number of menu and pre-browse boards allowed at drive-through facilities. This text amendment was triggered through a cooperative effort with the McDonalds Corporation. This amendment will help to modernize the City's current standards with modern fast food restaurant menu reader board standards related to the number of order points. This request will allow facilities with multiple order points to have a full menu reader board and a pre-browse board at each order point.

Mr. Robinson opened the public hearing.

Mr. Kenneth Hayward, McDonald's Corporation Representative, spoke in favor of the request.

No one spoke in opposition.

Mr. Robinson closed the public hearing.

Motion made by Mr. Parker, seconded by Mr. Faison to recommend approval for the proposed text amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: First public hearing for the 2020-2021 Annual Action Plan for the CDBG and HOME Investment Partnership Funds

Explanation: **Abstract:** As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnership funds, the City must prepare an Annual Action Plan every year of its 2018-2022 Consolidated Plan, outlining planned activities and funding amounts.

Explanation: The Planning and Development Services Department Housing Division is in the process of identifying activities for the 2020-2021 fiscal year Annual Action Plan. As a requirement to receive funding from the U. S. Department of Housing and Urban Development, the City must prepare an Annual Action Plan each year. The Plan details all anticipated projects and their associated funding amounts.

The following are the projects which the Housing Division proposes to deliver to the community:

- Planning and Administration
- Owner-Occupied Home Rehabilitation
- Down Payment Assistance
- New Construction
- Acquisition of Substandard Properties
- Public Service
- Public Facility Improvements
- Demolition and Clearance

Fiscal Note: Exact funding amounts have not been awarded. However, it has been standard practice to use the current year award amount as a base for the upcoming allocation. Once the U. S. Congress has approved a budget, the City will be notified of the program funding for the upcoming year.

Recommendation: Staff recommends that City Council hold the first Annual Action Plan public hearing.



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Resolution Approving an Exchange of Property with POBO, LLC

Explanation: **Abstract:** City staff will present a resolution for the exchange of City-owned property located on Bayswater Road for other properties owned by POBO, LLC also located on Bayswater Road. One portion of property to be acquired by the City as part of this exchange will serve as the future location of the southside Fire-Rescue station. A separate portion of property to be acquired as part of the exchange will be a large stormwater retention pond serving the Bayswater Road area that will double as a park area for the Bayswater community and other surrounding communities.

Explanation: City staff is proposing an exchange of property whereby the City will receive a tract of land identified as tax parcel 82543 that is located on Bayswater Road and is owned by POBO, LLC. Parcel 82543 is approximately 261,800 square feet (6 acres) and has an appraised value of \$1,701,700. The exchange of parcel 82543 will reserve an easement on the tract to access a cell tower at parcel #84010.

As part of the exchange, the City will also receive a stormwater retention pond that is located on Bayswater Road and is owned by POBO, LLC. The stormwater pond is located on a portion of tax parcel 74327 and 08092.

In exchange, the City will convey a City-owned tract of land identified as tax parcel 79548, which is located on Bayswater Road. Parcel 79548 is approximately 83,612 square feet (1.92 acres) and has an appraised value of \$710,700.

The 1.92 acres that comprise City-owned tax parcel 79548 were appraised at \$8.50 per square foot. Approximately 3.0 acres of the 6.0 acres that comprise POBO tax parcel 82543 were also appraised at \$8.50 per square foot. As a result, the City is receiving full consideration for the property being exchanged with POBO. The City will incur annual costs related to the stormwater retention pond including routine maintenance and environmental testing. Such costs will be absorbed into the City's annual operating budget.

The 6.0 acres to be acquired by the City (parcel 82543) will serve as the future site of the southside Fire-Rescue station, for which the City will begin design upon the exchange of the properties. The stormwater retention pond to be acquired by the City will double as a park area for the Bayswater community and other surrounding communities.

As a part of the exchange agreement, POBO has agreed to the following terms:

- a) POBO will install a five foot sidewalk around the perimeter of the stormwater retention pond, and
- b) POBO will install a four or five foot aluminum or better fence around the perimeter of the stormwater retention pond

The exchange procedure involves City Council adopting a resolution authorizing the exchange upon 10 days' public notice. The notice was published on or before December 2, 2019. A public hearing is not required. Attached is the exchange resolution being requested for approval. Also attached is a summary sheet related to the transaction as well as various maps of the properties.

Fiscal Note:

City receiving the parcels indicated and no longer owning the other parcel. There will be annual maintenance costs associated with the stormwater pond that will be absorbed into the City's annual operating budget.

Recommendation:

Staff recommends that City Council adopt the resolution authorizing the exchange of property with POBO, LLC.

ATTACHMENTS:

- ☐ **Resolution_Authorizing_Exchange_of_Bayswater_Road_Property_1119895**
- ☐ **Bayswater Drive Summary**

RESOLUTION NO. - 19
RESOLUTION APPROVING AN EXCHANGE OF PROPERTY WITH POBO, LLC

WHEREAS, the City owns a tract of land which is approximately 2 acres, (Tax Parcel 79548), and further identified as Block B, Lot 2 on the map entitled Firetower Junction recorded in MB 72, Page 129;

WHEREAS, POBO, LLC (“POBO”) owns a 6 acre tract of land (Tax Parcel 82543) and further identified as Block B, Lot 4B on the map entitled Firetower Junction recorded in MB 78, Page 156, and POBO owns a stormwater retention and management facility (“facility”) and such facility sits upon a portion of Tax Parcel 74327 and Tax Parcel 08092;

WHEREAS, the City (through its City Council) and POBO wish to exchange the above described properties;

WHEREAS, public notice of the intent of the City Council to authorize an exchange of real property at a regular meeting was published as required by law;

WHEREAS, the City Council has determined that the City of Greenville will receive a full and fair consideration for its property in the exchange; and

WHEREAS, North Carolina General Statute 160A-271 authorizes the exchange of real property by the City of Greenville;

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

The exchange of property by and between the City of Greenville and POBO, LLC, is hereby approved, said exchange involving the City conveying Tax Parcel 79548, which is approximately 2 acres located on Bayswater Road and having a value of approximately \$710,700 in exchange for Tax Parcel 82543 which is approximately 6 acres located on Bayswater Road and having a value of approximately \$1,701,700.

In addition, POBO conveys a stormwater retention and management facility (“facility”) and such facility sits upon a portion of Tax Parcel 74327 located on Bayswater Road and Tax Parcel 08092 located on E. Firetower Road, and such facility to be subdivided, made a separate parcel and conveyed to the City.

POBO will retain an access easement on Parcel 82543 for the purpose of accessing a cell tower (identified as Tax Parcel 84010) which is located on Parcel 82543.

Either the Mayor or City Manager is authorized to execute the appropriate instruments necessary to carry out the exchange.

This the 12th day of December, 2019.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

City of Greenville
Proposed Property Exchange with POBO, LLC

The following nonbinding terms outline the intent of both the City of Greenville and POBO, LLC related to the exchange of property on Bayswater Road. The terms represent the arrangement that is acceptable to both the City of Greenville, and POBO, LLC. Agreement as to the following terms are intended to be the basis for moving forward with contractual exchange / purchase agreements:

Property Subject to Transaction (see Attachment A):

Tax Parcel	Owner	Acres
79548	City of Greenville	1.92
82543	POBO, LLC	6.01
08092	POBO, LLC	28.55
74327	POBO, LLC	8.89

Exchange of Property:

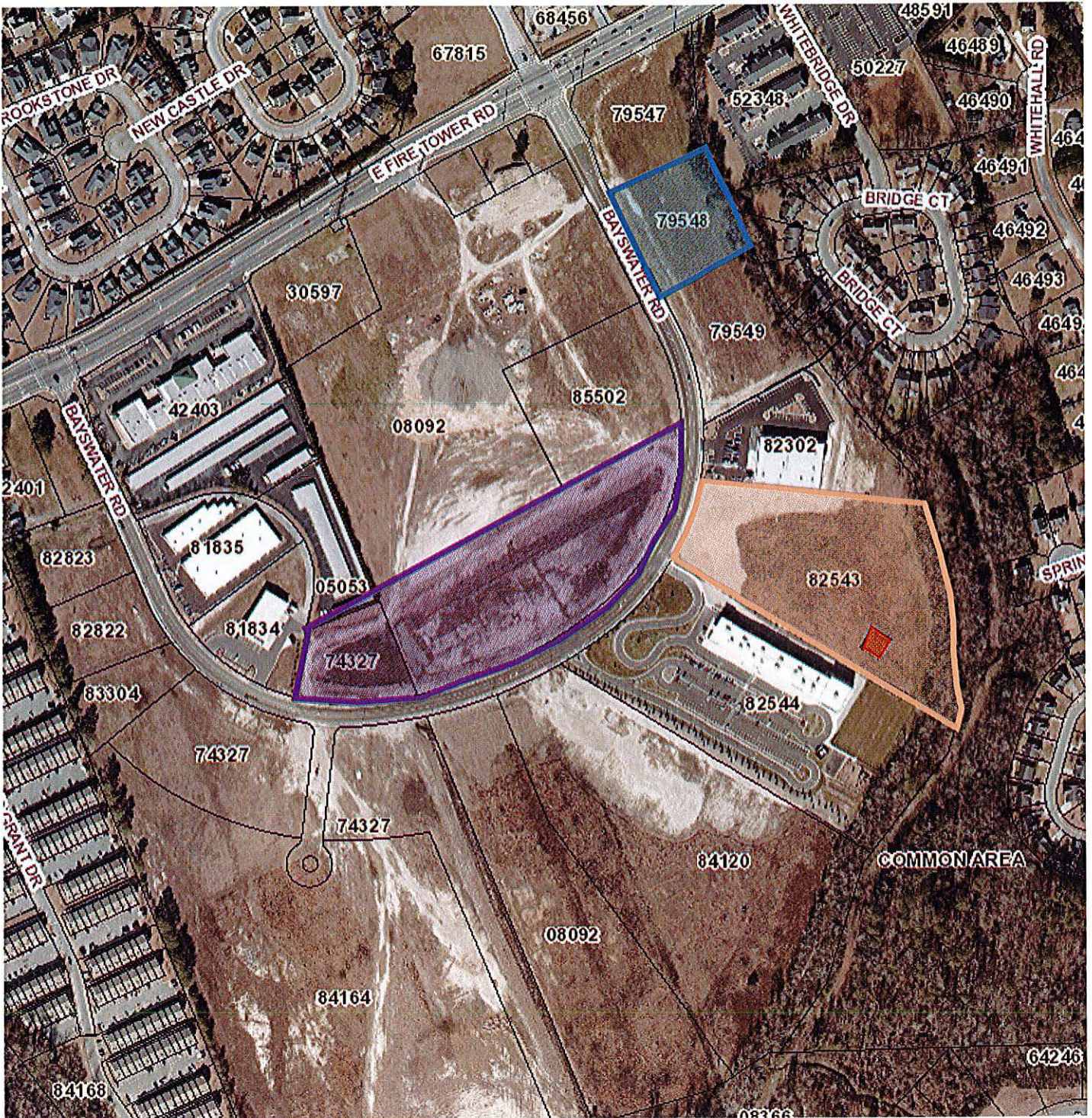
1. The City of Greenville will convey tax parcel 79548 (1.92 acres) to POBO, LLC in exchange for tax parcel 82543 (6.01 acres).
2. In addition to #1 above, POBO, LLC will convey to the City of Greenville that portion of tax parcel's 08092 and 74327 that contains the stormwater retention pond. Tax parcel's 08092 and 74327 will be required to be subdivided to create a new tax parcel for the stormwater retention pond and that portion of property conveyed to the City of Greenville.




Duties of the City of Greenville:

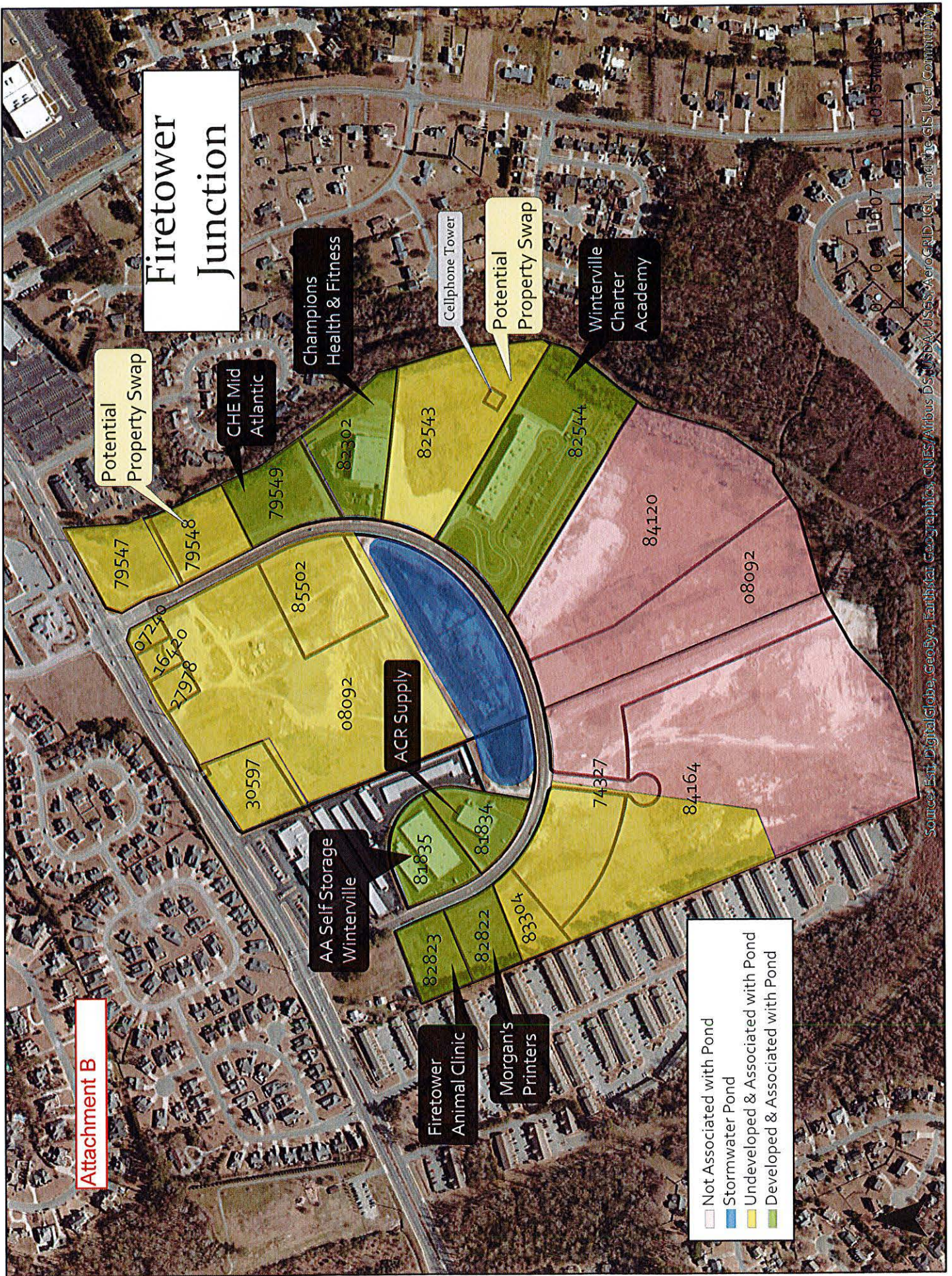
- The City of Greenville will purchase and install vegetation or a water fountain in or around the stormwater retention pond as required by policy of the City.
- The City will accept the stormwater drainage from the associated lots as denoted in Attachment B.

Duties of POBO, LLC:

- POBO, LLC will install a five foot sidewalk around the perimeter of the stormwater retention pond. The City of Greenville shall approve the exact placement of the sidewalk before construction.
- POBO, LLC will install a four or five foot aluminum or better fence around the front perimeter of the stormwater retention pond and a four or five foot black chain-link fence or better along the back perimeter of the stormwater retention pond. The City of Greenville shall approve the exact placement of the fence before installation.
- POBO, LLC will submit a final plat application and fee to create the stormwater retention pond as a separate independent tax parcel. The final plat shall include the stormwater pond calculation table.
- POBO, LLC shall inform the City of Greenville of any potential land transfers for properties associated with the stormwater retention pond.
- POBO, LLC shall give the City of Greenville first right of refusal on the purchase of the cell tower property (Pitt County parcel number 84010) in the event POBO, LLC decided to sell the parcel.



-  Parcel 79548: City of Greenville
-  Parcel 82543: POBO, LLC
-  Parcels 74327 and 08092: POBO, LLC



Attachment B

Firetower Junction

Potential Property Swap

CHE Mid Atlantic

Champions Health & Fitness

Cellphone Tower

Potential Property Swap

Winterville Charter Academy

ACR Supply

AA Self Storage Winterville

Firetower Animal Clinic

Morgan's Printers

- Not Associated with Pond
- Stormwater Pond
- Undeveloped & Associated with Pond
- Developed & Associated with Pond

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item:

Presentation of a Letter of Intent between the City of Greenville and Co X Holdings, LLC related to the commercial development of Evans Street property for a boutique style hotel

Explanation:

Abstract: City staff will present for Council approval a Letter of Intent between the City of Greenville and Co X Holdings, LLC related to the commercial development of Evans Street property for a boutique style hotel. The Letter of Intent outlines the terms of the development project that are acceptable to both the City and Co X. Upon approval of the Letter of Intent, Co X will move forward with project design so as to bring a purchase agreement back to Council for the purchase of the property.

Explanation: At the November 14, 2019 City Council meeting, Council received a presentation from Co X Holdings, LLC related to the private development of City-owned property located at 421 and 423 Evans Street on the block between 4th and 5th Streets. The site is commonly referred to as the "hammock lot" and currently serves as a connection between the Fourth Street Parking Garage and Evans Street. The property consists of two tax parcels (Pitt County tax parcels 14486 and 51695) that comprise approximately .19 acres. The property has a current fair market value of approximately \$203,000 as of a November 30, 2018 appraisal.

Co X Properties is proposing the development of a boutique style hotel with a rooftop bar and lounge on the Evans Street site. The hotel would be a minimum 3-star hotel with between 60 and 90 guest rooms. The developer's investment in the project is projected to be between \$16 and \$19 million and produce annual property taxes of between \$62,000 and \$74,000. The project is projected to result in an increase of approximately 90 to 120 people in the Uptown district on a daily basis, thereby providing a direct economic impact to all business in the center city.

At the November 14th Council meeting, staff explained that it had been working with Co X on a letter of intent (LOI) in relation to the project and would bring the LOI to Council for approval. The LOI outlines the terms of the project arrangement that are

acceptable to both the City and to Co X. A copy of the LOI is attached for consideration of Council. The following are the sections of the LOI:

- Project Location and Phases
- Boutique Style Hotel Component
- Hotel Parking
- Public Investment

Also included with this agenda item is a summary of the LOI components for Council's review.

Upon Council's approval of the LOI, Co X will begin moving forward with the design of the project. From there, City staff will work with Co X to bring forward a purchase agreement for the property to Council for approval.

Fiscal Note: No direct cost at this time.

Recommendation: Consider approval of the Letter of Intent between the City of Greenville and Co X Holdings, LLC related to the commercial development of the Evans Street property for a boutique style hotel.

ATTACHMENTS:

- ☐ **Co_X_LOI_Council_12-12_1120144**
- ☐ **Powerpoint**



December 12, 2019

Mr. M. Scott Diggs
Co X Holdings, LLC
1112 North Flagler Drive
Fort Lauderdale, FL 33304

Dear Mr. Diggs:

Thank you for your interest in the development of City owned property located at 421 and 423 Evans Street (the "Project Area"). The City of Greenville (the "City") is interested in exploring further with you an arrangement for Co X Holdings, LLC ("Co X") and / or assigns to work with the City on this project.

To this end, please consider this nonbinding letter of intent (the "LOI"). This LOI outlines the terms for this arrangement which would be acceptable to the City. As stated, this LOI would be nonbinding, and any contractual terms of this arrangement would be set forth in a purchase agreement between the City and Co X and other documents (the "Definitive Documents"). However, for the sake of reaching an agreement in the most expeditious way possible, it is very important that the City and Co X have an understanding as to the basic terms of this arrangement. So if Co X does not agree with any of the following terms or needs to add any additional terms, please let the City know. Once we have an agreement to the basic terms of this arrangement and have an executed LOI, we will move forward with the preparation of the Definitive Documents.

The terms which the City thinks will work best for the Project are as follows:

Project Location:

- The location of the City owned properties designated as the project area shall consist of all or a portion of the following Pitt County tax parcels: 14486 and 51695. A map of the tax parcels are included in Attachment A.
- The project shall consist of the construction of a boutique style hotel located in the project area to be owned and operated by Co X. The project area shall be utilized only for the construction and operation of a boutique style hotel.
- The City shall fund a survey of the property to determine the exact acreage to be disposed by the City to Co X as part of the project.

- The City and Co X shall mutually agree as to the exact tax parcels and acreage to be conveyed as part of the project.

Boutique Style Hotel Component:

- A closing conveying the project area property shall occur within twelve months of the approval date of the purchase agreement by City Council.
- A deposit in the amount of \$10,000 will be made by Co X to the City related to the conveyance of the property within five working days of the City Council's approval date of the purchase agreement for the property. The deposit will be refundable within 180 days from the City Council's approval date of the purchase agreement for the property if Co X notifies the City within that period that it has determined not to purchase the property or the City notifies Co X it has determined not to convey the property. If Co X does not notify the City that it has determined to not purchase the property within that period, then Co X shall deposit an additional \$10,000 with the City within five working days of the end of the 180 day period. The \$20,000 deposit will be refundable only if there is a failure of the agreement related to the City's conveyance of the property (title issues, environmental, etc.) or the City notifies Co X that it has determined not to convey the property. The \$20,000 deposit shall be applied to the purchase price at closing and shall be deposited with a mutually agreed upon escrow agent.
- Co X shall pay, at closing, the fair market value for the property as valued per the independent, third party appraisal funded by the City and dated November 30, 2018.
- Co X shall apply for a building permit for the project within twelve months of the approval date of the purchase agreement by City Council. In the event a building permit for the project is not applied for within the twelve month period, the City at its option may refund any payments made by Co X less the amount of the deposit and the ownership of the property will revert to the City.
- Co X shall develop all properties in conformity with the purchase agreement and comply with governmental zoning or other regulatory requirements.
 - Co X shall provide the City with both preliminary and final plans for its review for consistency with the purchase agreement prior to the building permit being applied.
 - The City shall have the right to approve the architectural design and all exterior building materials and finishes for the project's development and site improvements to be constructed on the property which are consistent with surrounding properties and meet the City's architectural guidelines. Approval shall not be unreasonably denied, withheld or conditioned from the City.
 - The architectural designs, site improvements and site plan submitted for construction shall be consistent in all aspects with the designs agreed to and approved by the City and considered as an element of the Agreement unless otherwise approved by the City.
 - During construction, Co X will allow the City access onto all properties so that the City may conduct inspections of the work for consistency with the purchase agreement.

- Co X shall complete the project within twenty months of the construction of the hotel slab. The completion date may be extended to a date beyond twenty months only upon mutual agreement of the City and Co X (the “Extended Date”). The City shall not unreasonably deny an extension of the completion date requested by Co X. Rain days prior to the structure being dried in and force majeure events will be credited against the twenty-month period and any subsequent extended period. The project shall be deemed complete upon issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to Co X by the City.
 - If the project is not completed within twenty months of the construction of the hotel slab, or the project is not completed by the Extended Date, then beginning 120 days following the end of the twenty month period, or 120 days following the Extended Date, Co X shall pay the City \$500 per day, as liquidated damages, until the project is completed. The City shall not issue the Certificate of Occupancy to Co X until all assessed liquidated damages have been paid by Co X to the City.
- The following restrictions shall apply to the hotel component:
 - The hotel brand, design, and quality to be located on the property shall be reviewed by the City and Co X.
 - The hotel shall be a boutique hotel with the amenities, features, and character recognized by the hospitality industry as boutique in nature.
 - The hotel shall have a minimum of 60 rooms with a roof top bar and lounge.
 - The hotel shall be a hospitality industry rated minimum of three stars.
 - The hotel development company selected to manage the property must have documented references of successful operations in other municipalities.
 - Co X shall provide to an agreed upon third party the following deliverables:
 - Review of existing studies, reports, and plans for the project.
 - Opinion as to the fiscal capacity and experience of Co X and/or its development partners to accomplish the proposed development.
- Co X shall conform and install streetscape improvements with materials as specified in the adopted streetscape master plan for the areas that are located within the public street rights-of-way abutting the property.
- The City shall cooperate with Co X’s general contractor as to any needed street closures related to the hotel development during the construction period.
- Co X shall include an art component in the project.

Hotel Parking:

- The City shall designate in the City owned parking deck, located on the block of 4th Street and Cotanche Street, one parking space per hotel room to be utilized by Co X to provide parking for reserved hotel patrons only. Co X shall annually lease the designated parking spaces in the City owned parking deck from the City as follows:

- The City shall lease no more than ten parking spaces in the City owned parking deck to Co X at a rate equal to 100% of the City's monthly public lease rate as included in the City's Manual of Fees and approved by Council on an annual basis as a component of the budget ordinance (the "Full Rate"). The full rate spaces leased to Co X shall be designated to Co X hotel patrons only, 24 hours per day, 7 days per week and not available to the general public.
 - All remaining parking spaces requested to be leased by Co X on a monthly basis within the City owned parking deck that are not designated as full rate spaces shall be leased to Co X at a rate equal to 30% of the City's monthly public lease rate as included in the City's Manual of Fees and approved by City Council on an annual basis as a component of the budget ordinance (the "Reduced Rate"). The reduced rate spaces shall be designated to Co X reserved hotel patrons only during the timeframe of Monday through Friday between 4 p.m. and 9 a.m. and the weekend timeframe of Friday at 4 p.m. through Monday at 9 a.m. The designated reduced rate spaces shall be available for use by the general public and/or Co X reserved hotel patrons during the timeframe of Monday through Friday between 9 a.m. and 4 p.m.
 - The designated reduced rate and full rate parking spaces leased by Co X from the City in the City owned parking deck shall only be used by Co X for the benefit of current reserved patrons of the hotel and shall not be used for any other purpose.
 - The annual lease rate charged to Co X for the hotel use of the designated reduced rate and full rate parking spaces within the City owned parking deck shall be adjusted on an annual basis to equal the City's monthly public lease rate as included in the City's Manual of Fees and approved by Council on an annual basis as a component of the budget ordinance.
- The City shall designate a minimum of three on-street parking spaces on Evans Street, on the block located between 4th street and 5th Street, as 20 minute parking that will be available to the general public and available to hotel patrons for pick up and drop off parking. The City shall place signage in front of each designated space that shall read as follows: "20 Minute Parking, Pickup/ Drop-Off Parking." Co X shall not be required to lease the designated spaces on a monthly basis.

Public Investment:

- Subject to a public hearing and majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the "Grant") to Co X equal to 75% of the annual City property taxes paid by Co X on the hotel property for a period of seven fiscal years, contingent upon the following requirements:
 - The hotel project shall be complete with the issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to Co X by the City.
 - Co X's investment in the hotel shall be greater than or equal to \$12 million.
 - Co X shall submit an application for a building permit for the project within twelve months of the approval date of the purchase agreement by City Council.

- Co X shall submit proof of payment of annual City property taxes before remittance of the annual grant to Co X.
- The City shall waive the payment by Co X of the following City Building Inspection Permitting Fees to the City that are directly related to the construction of the hotel: building permit fees, electrical permit fees, mechanical permit fees, and plumbing permit fees.
- The City shall utilize the net proceeds received by the City from Co X for the conveyance of the City owned property in the project area to fund the following:
 - Installation of a covered walkway from the hotel to the parking garage in an amount not to exceed \$50,000. Any additional costs above \$50,000 related to the purchase, construction, and installation of a covered walkway shall be the expense of Co X.
 - Relocation of sewer line to the public alley located west of Cotanche Street and south of the 4th Street public parking deck in an amount not to exceed \$100,000.
 - Net proceeds remaining from the conveyance of the property, after consideration for the covered walkway and relocation of the sewer line, shall be utilized by the City for streetscape improvements on Evans Street between 4th and 5th Street. The streetscape improvements funded by the City with proceeds from the conveyance shall be independent of the streetscape improvements required to be installed by Co X in compliance with the City's adopted streetscape master plan. The City and Co X shall work together in determination of the exact streetscape improvements to be made as well as the exact location(s) of the streetscape improvements to be made with the net proceeds.
- The City shall make efforts to provide for future streetscape improvements along the Evans Street block and within all of Uptown so as to continually foster an environment conducive to economic growth.
- The City shall designate the City owned Harris parking lot (Pitt County tax parcel 23573), located on the corner of 4th Street and Cotanche Street, as a laydown area for Co X during hotel construction. The City shall be responsible for relocating the existing leases occupying the Harris parking lot to another public parking location during the construction period.

If the above terms are acceptable, please sign below where indicated. We are excited about the opportunity to move forward with you to develop the Definitive Documents and to make this project become a reality.

Sincerely,

Ann E. Wall, City Manager
City of Greenville, NC

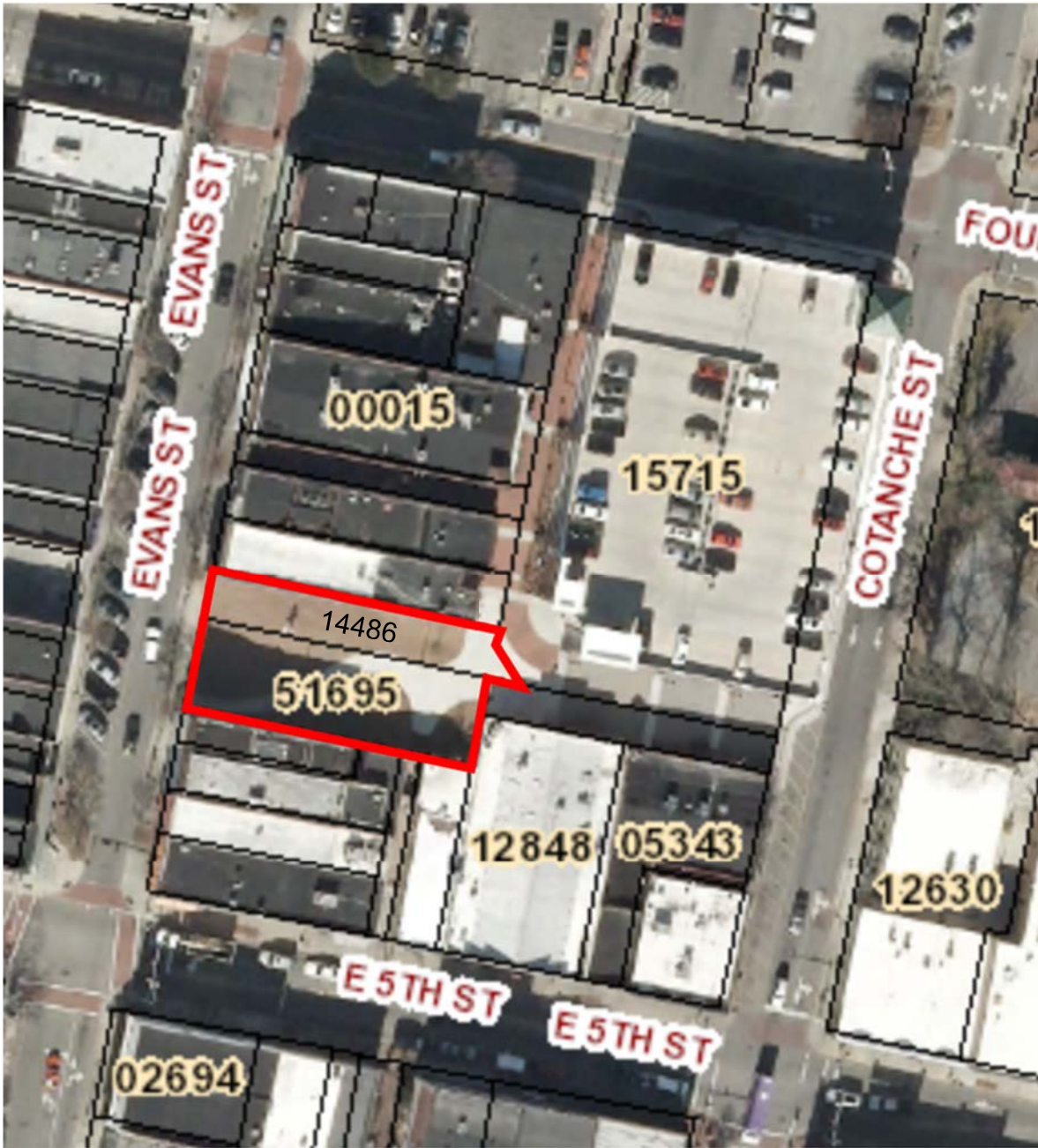
The above terms of this LOI are accepted, subject to the agreement of the terms as to all definitive documents.

Signature

Date

Name: M. Scott Diggs, Co X Holdings Co-Founder / Managing Member

ATTACHMENT A



Tax Parcel	Owner
14486	City of Greenville
51695	City of Greenville



Greenville
NORTH CAROLINA

Find yourself in good company®



**EVANS STREET HOTEL
LETTER OF INTENT**

City of Greenville & Co X Properties LOI

Discussion Items

- 1 PROJECT SUMMARY
- 2 WHAT IS A LETTER OF INTENT?
- 3 PROJECT REQUIREMENTS
- 4 LEASE PARKING
- 5 PUBLIC INVESTMENT





Find yourself in good company®

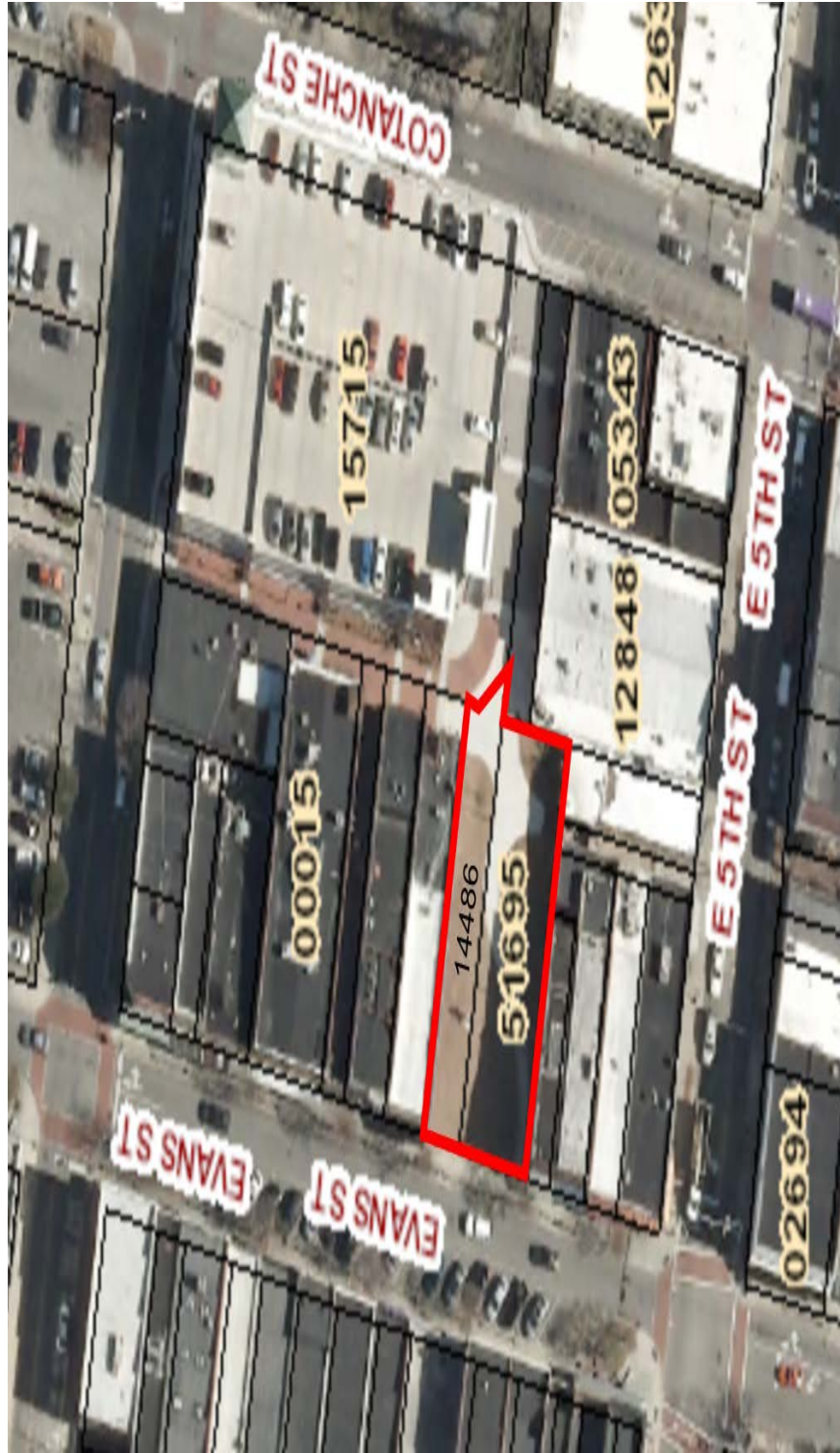


PROJECT SUMMARY

PROJECT OVERVIEW

- Proposed Development:
 - Boutique Style Hotel Located on Evans Street Between 4th and 5th Street
 - Between 60 and 90 Rooms
 - Full Service Hotel with Rooftop Bar & Lounge
 - Estimated Developer Investment Based on Number of Rooms:
 - 60 Room Hotel: \$16,000,000
 - 90 Room Hotel: \$19,000,000
 - Impact to the City:
 - Puts Public Property Back on the Tax Rolls for Private Development
 - Property Would be Sold to Developer at FMV (Approximately \$203,000)
 - Increases the Number of People in Uptown on a Daily Basis by 90 to 120
 - Increases Annual Tax Revenues by \$67,000 to \$80,000
 - Further Enhances Opportunity for Future Economic Growth Uptown
-

PROJECT OVERVIEW



FINANCIAL IMPACT TO THE CITY OF GREENVILLE

15 Year Pro Forma

	60 Rooms	90 Rooms
Revenue		
Sale of Property to Developer	\$ 203,000	\$ 203,000
City Permit Fees	50,000	60,000
Tax Revenues:		
Property Tax	811,200	963,300
Sales Tax	56,940	71,175
Subtotal	868,140	1,034,475
Leased Parking Revenue	642,460	964,093
Total Revenue	\$ 1,763,600	\$ 2,261,568
Expense		
Uptown Streetscape Improvements	\$ (203,000)	\$ (203,000)
Capital Investment Grant (CIG)	(327,600)	(389,025)
City Permit Fees Waived (Estimated)	(50,000)	(60,000)
Total Expense	\$ (580,600)	\$ (652,025)
Revenue Less Expense	\$ 1,183,000	\$ 1,609,543

PROJECT SUMMARY
 LETTER OF INTENT
 PROJECT REQUIREMENTS
 LEASED PARKING
 PUBLIC INVESTMENT

FINANCIAL IMPACT TO THE CITY OF GREENVILLE

15 Year Pro Forma Net Revenue

	60 Rooms	90 Rooms
Years 1 - 5	\$ 208,200	\$ 294,483
Years 6 - 10	393,800	546,380
Years 11 - 15	581,000	768,680
Total	\$ 1,183,000	\$ 1,609,543

Net Revenues Do Not Include:

- Occupancy Tax Revenue Received on Hotel Utilization
- Additional Tax Revenues From Growth in Surrounding Area Property Values
- Additional Sales Tax Revenues From Expanded Commercial Activity in Uptown



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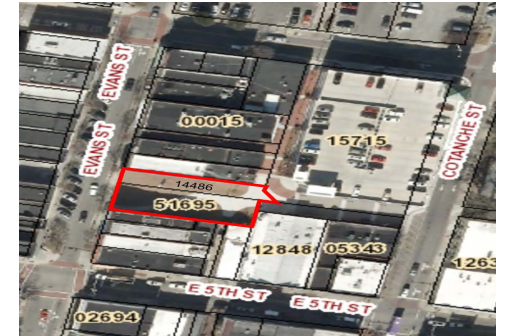


WHAT IS A LETTER OF INTENT?

WHAT IS A LETTER OF INTENT?

Letter of Intent:

- Outlines the Terms of the Project Arrangement that are Acceptable to both the City and to Seacoast Communities
- The Letter is Considered Nonbinding
- Any Contractual Terms Would be Set Forth in the Purchase Agreements for the Property



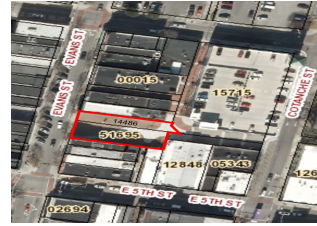


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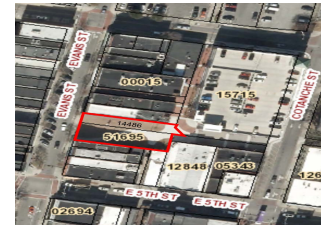
PROJECT REQUIREMENTS

PROJECT REQUIREMENTS



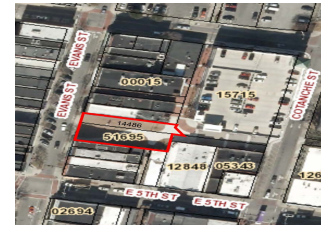
- Co X Shall Purchase Tax Parcels 14486 and 51695 at Fair Market Value
- The Property Shall be Utilized Only for the Construction and Operation of a Boutique Style Hotel
- Closing on the Property Shall Occur Within 12 Months of the Approval Date of the Purchase Agreement

PROJECT REQUIREMENTS



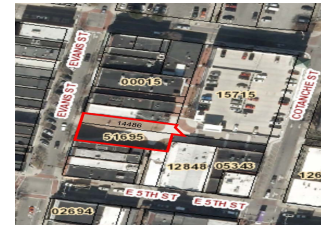
- Co X Shall Apply for a Building Permit Within 12 Months of the Approval Date of the Purchase Agreement
 - If a Permit is not Applied for Within 12 Months Then Ownership of the Property Reverts Back to the City
 - City has Option to Refund Any Payments Made for Purchase of Property to Co X

PROJECT REQUIREMENTS



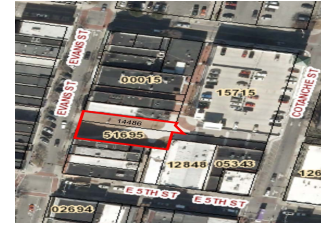
- Co X Shall Complete the Project Within 20 Months of the Construction of the Hotel Slab
 - The City and Co X may Mutually Agree to Extend the Completion Date
 - If the Project is Not Completed Within the 20 Months, or the Extended Date, the City Shall Begin Accessing Liquidated Damages at a Rate of \$500 per Day

PROJECT REQUIREMENTS



- The City Shall Approve the Architectural Design and All Exterior Materials and Finishes of the Project
- Co X Shall Include an Art Component in the Project
- Co X Shall Install Streetscape Improvements that are in Compliance with the Dickinson Avenue Streetscape Master Plan

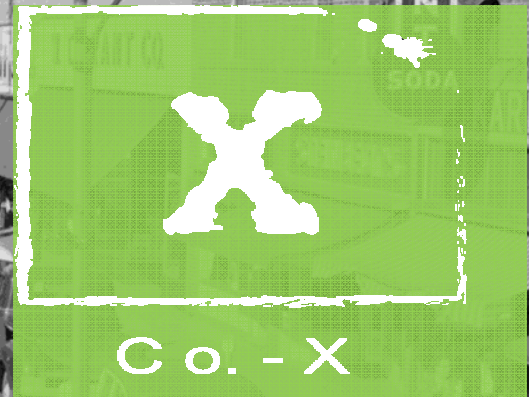
PROJECT REQUIREMENTS



- The Following Restrictions Shall Apply to the Hotel:
 - The Hotel Brand, Design, and Quality Shall be Reviewed by the City and Co X
 - The Hotel Shall Have a Minimum of 60 Rooms with a Rooftop Bar and Lounge
 - The Hotel Shall be a Hospitality Industry Rated Minimum of 3 Stars
 - Hotel Development Company Must Have Documented References of Successful Operations in Other Municipalities



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LEASE PARKING

LEASED PARKING TO HOTEL FROM PARKING DECK

- The Hotel Requesting to Lease Between 60 and 90 Spaces in the Parking Deck From the City for Hotel Use (Depending on Number of Hotel Rooms)
- The Spaces to be Leased are Currently Being Utilized by the City for City Employee Parking
- The City will Relocate City Employees from the Parking Deck to a New City Parking Lot to be Constructed
- There are Two Types of Spaces that will be Leased to the Hotel from the Parking Deck:
 - Full Rate Space: Leased to Hotel at City's Full Monthly Rate per Space
 - Reduced Rate Space: Leased to Hotel at a Reduced Monthly Rate per Space

LEASED PARKING TO HOTEL FROM PARKING DECK

Type of Space Leased	Available to Hotel	Available to General Public
Full Rate Space	- 24 Hours, 7 Days per Week	Not Available for Public Use
Reduced Rate Space	- Monday-Friday 4 p.m. to 9 a.m. - All Weekend From Friday at 4 p.m. to Monday at 9 a.m.	Monday - Friday 9 a.m. - 4 p.m. (Peak Time for Public Use)

PROJECT SUMMARY
LETTER OF INTENT
PROJECT REQUIREMENTS
LEASED PARKING
PUBLIC INVESTMENT

LEASED PARKING TO HOTEL FROM PARKING DECK

Hotel Size	Full Rate Spaces	Reduced Rate Spaces	Total Spaces
60 Room Hotel	7	53	60
90 Room Hotel	10	80	90
Lease Rate / Space / Month	\$ 64.00	\$ 19.20	

- The Annual Lease Rate Charged to the Hotel will be Adjusted on an Annual Basis as Approved by Council and Included in the City's Adopted Annual Budget and Manual of Fees

PROJECT SUMMARY
LETTER OF INTENT
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LEASED PARKING TO HOTEL FROM PARKING DECK

- Summary of Lease Revenue:

	60 Room Hotel		90 Room Hotel	
	Full Rate	Reduced Rate	Full Rate	Reduced Rate
Lease Rate Charged to Developer	\$ 64.00	\$ 19.20	\$ 64.00	\$ 19.20
# of Leased Spaces Required	7	53	10	80
Months per Year	12	12	12	12
Annual Leased Parking Revenue	\$ 5,376	\$ 12,211	\$ 7,680	\$ 18,432

LEASED PARKING TO HOTEL FROM PARKING DECK

- Supplemental Parking Revenue From General Public Use of Reduced Rate Spaces:

General Public: Monday - Friday, 9 am to 4 pm
 Number of Reduced Rate Spaces
 Total Hours Available to the Public per Week
 Weeks per Year
 Total Hours Available to Public per Year
 Estimated Percentage of Time Utilized by Public
 Estimated Hours Used by General Public
 Parking Rate per Hour
 Supplemental Parking Revenue From General Use

60 Room Hotel	90 Room Hotel
35	35
53	80
1,855	2,800
52	52
96,460	145,600
33.0%	33.0%
31,832	48,048
\$ 1.00	\$ 1.00
\$ 31,833	\$ 48,049

PROJECT SUMMARY
 LETTER OF INTENT
 PROJECT REQUIREMENTS
 LEASED PARKING
 PUBLIC INVESTMENT

LEASED PARKING TO HOTEL FROM PARKING DECK

- Summary of Parking Revenue:

Full Rate Revenue from Hotel Lease

Reduce Rate Revenue from Hotel Lease

Supplemental Parking Revenue From General Use

Total Projected Parking Deck Lease Revenue

	60 Room Hotel	90 Room Hotel
	\$ 5,376	\$ 7,680
	\$ 12,211	\$ 18,432
	\$ 31,833	\$ 48,049
	\$ 49,420	\$ 74,161



Greenville
NORTH CAROLINA

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PUBLIC INVESTMENT

MODELED PUBLIC INCENTIVES

- City Capital Investment Grant on Hotel Development:
 - 75% of Annual Property Tax for 7 Years
- Waiver of Inspection Permitting Fees: Building, Electrical, Mechanical, Plumbing
- Reinvest Proceeds From Sale of Property into the Following Public Improvements:
 - Covered Walkway Connecting the Parking Deck and the Hotel (Maximum Allowance of \$50,000)
 - Relocation of Sewer Line to the Public Alley Located West of Cotanche Street and South of 4th Street Parking Deck (Maximum Allowance of \$100,000)
 - Streetscape Improvements on Evans Street Anywhere Between 4th and 5th Street that are not Required by Developer as Part of the Project

MODELED PUBLIC INCENTIVES

- City Shall Designate the City Owned Harris Parking Lot as a Laydown Area for Co X During the Hotel Construction:
 - Lot is Located on the Corner of 4th Street and Cotanche Street
 - City will Relocate Existing Leases Occupying the Harris Lot to Another Parking Location During the Construction Period



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PROJECT SUMMARY

PROJECT SUMMARY

- Represents a Projected Investment in Uptown of Between \$16 and \$19 Million
- Puts Public Property Back on the Tax Rolls
- Projects a Conservative, Positive Financial Impact to the City as Follows:

15 Year Pro Forma Net Revenue		
	60 Rooms	90 Rooms
Years 1 - 5	\$ 208,200	\$ 294,483
Years 6 - 10	393,800	546,380
Years 11 - 15	581,000	768,680
Total	\$ 1,183,000	\$ 1,609,543

- Increases the Number of People in Uptown on a Daily Basis by 90 to 120
- Enhances Opportunity for Future Economic Growth in Uptown

PROJECT SUMMARY





City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Budget ordinance amendment #6 to the 2019-2020 City of Greenville budget (Ordinance #19-031), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the Recreation and Parks Capital Projects Fund (Ordinance #17-024)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2019-2020 budget and other funds as identified.

Explanation: Attached for consideration at the December 9, 2019, City Council meeting is an ordinance amending the 2019-2020 City of Greenville budget (Ordinance #19-031), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the Recreation and Parks Capital Projects Fund (Ordinance #17-024).

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 designate funding for the construction of the Beach Volleyball Courts.	General	\$ 200,000
B	To recognize funds received from City employees as well as citizens for the 2019 United Way campaign.	General	\$ 2,870
C	To consolidate funding related to the Recreation and Parks Capital Project fund Tar River Legacy Plan Project.	FEMA-Hurricane Rec & Parks Capital	\$ 51,340

Fiscal Note:

The budget ordinance amendment affects the following funds:

<u>Fund Balance</u>	<u>2019-20</u> <u>Original</u> <u>Budget</u>	<u>Amend #6</u>	<u>2019-20</u> <u>Budget per</u> <u>Amend #6</u>
General	\$ 86,707,721	\$ 202,870	\$ 86,910,591
Debt Service	5,559,881	-	5,559,881
Public Transportation (Transit)	3,335,374	-	3,335,374
Fleet Maintenance	4,635,802	-	4,635,802
Sanitation	8,001,526	-	8,001,526
Stormwater	9,820,127	-	9,820,127
Housing	1,733,500	-	1,733,500
Health Insurance	14,003,384	-	14,003,384
Vehicle Replacement	4,759,009	-	4,759,009
Facilities Improvement	3,667,375	-	3,667,375
Capital Reserve	390,000	-	390,000
Convention & Visitors Authority	1,645,047	-	1,645,047
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	251,340	9,783,052
Fire/Rescue Capital Projects	6,000,000	-	6,000,000
Donations	280,687	-	280,687
Greenways Capital Projects	6,565,846	-	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	2,212,100	-	2,212,100
Community Development Capital	18,804,227	-	18,804,227
Special Revenue Grant	8,839,958	-	8,839,958

Recommendation: Approve budget ordinance amendment #6 to the 2019-2020 City of Greenville budget (Ordinance #19-031), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the Recreation and Parks Capital Projects Fund (Ordinance #17-024).

ATTACHMENTS:

▣ **Budget_Ordinance_Amend__6_1120042**

ORDINANCE NO. 19-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#5) Amending the 2019-20 Budget (Ordinance #19-031), FEMA-Hurricane Project Fund
(Ordinance #17-002), and the Recreation and Parks Capital Projects Fund (Ordinance #17-024)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	Budget Amendment #6			2019-20 Budget per Amend #6
		A.	B.	Total Amend #6	
ESTIMATED REVENUES					
Property Tax	\$ 34,306,950	\$ -	\$ -	\$ -	\$ 34,306,950
Sales Tax	20,404,423	-	-	-	20,404,423
Video Prog. & Telecom. Service Tax	869,544	-	-	-	869,544
Rental Vehicle Gross Receipts	165,181	-	-	-	165,181
Utilities Franchise Tax	7,100,000	-	-	-	7,100,000
Motor Vehicle Tax	1,568,863	-	-	-	1,568,863
Other Unrestricted Intergov't	895,982	-	-	-	895,982
Powell Bill	2,182,000	-	-	-	2,182,000
Restricted Intergov't Revenues	597,674	-	-	-	597,674
Licenses, Permits and Fees	4,433,229	-	-	-	4,433,229
Rescue Service Transport	3,205,109	-	-	-	3,205,109
Parking Violation Penalties, Leases,	247,302	-	-	-	247,302
Other Sales & Services	389,868	-	-	-	389,868
Other Revenues	864,187	-	-	-	864,187
Interest on Investments	850,000	-	-	-	850,000
Transfers In GUC	6,639,369	-	-	-	6,639,369
Appropriated Fund Balance	1,988,040	200,000	2,870	202,870	2,190,910
Total Revenues	\$ 86,707,721	\$ 200,000	\$ 2,870	\$ 202,870	\$ 86,910,591
APPROPRIATIONS					
Mayor/City Council	\$ 530,273	\$ -	\$ -	\$ -	\$ 530,273
City Manager	2,497,630	-	-	-	2,497,630
City Clerk	285,386	-	-	-	285,386
City Attorney	531,965	-	-	-	531,965
Human Resources	2,884,134	-	2,870	2,870	2,887,004
Information Technology	3,302,329	-	-	-	3,302,329
Engineering	5,228,222	-	-	-	5,228,222
Fire/Rescue	15,908,008	-	-	-	15,908,008
Financial Services	2,603,807	-	-	-	2,603,807
Recreation & Parks	7,393,535	-	-	-	7,393,535
Police	26,029,451	-	-	-	26,029,451
Public Works	5,890,724	-	-	-	5,890,724
Planning & Development	3,095,657	-	-	-	3,095,657
OPEB	700,000	-	-	-	700,000
Contingency	100,000	-	-	-	100,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	(1,950,887)
Capital Improvements	-	-	-	-	-
Total Appropriations	\$ 75,030,234	\$ -	\$ 2,870	\$ 2,870	\$ 75,033,104
OTHER FINANCING SOURCES					
Transfers to Other Funds	\$ 11,677,487	\$ 200,000	\$ -	\$ 200,000	\$ 11,877,487
Total Other Financing Sources	\$ 11,677,487	\$ 200,000	\$ -	\$ 200,000	\$ 11,877,487
Total Approp & Other Fin Sources	\$ 86,707,721	\$ 200,000	\$ 2,870	\$ 202,870	\$ 86,910,591

Section II: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	A.	C.	Total Amend #6	2019-20 Budget per Amend #6
ESTIMATED REVENUES					
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	3,503,152	200,000	-	200,000	3,703,152
Transfer from Debt Service	32,500	-	-	-	32,500
Transfer from Capital Reserve	2,122,153	-	-	-	2,122,153
Bond Proceeds	2,100,000	-	-	-	2,100,000
Transfer from CD Cap Project Fund	82,965	-	-	-	82,965
Transfer from FIP	44,818	-	-	-	44,818
Transfer from FEMA-Hurricane	66,000	-	51,340	51,340	117,340
Transfer from Public Works Capital	30,000	-	-	-	30,000
Total Revenues	<u>\$ 9,531,712</u>	<u>\$ 200,000</u>	<u>\$ 51,340</u>	<u>\$ 251,340</u>	<u>\$ 9,783,052</u>
APPROPRIATIONS					
South Greenville Reconstruction	\$ 3,499,500	\$ -	\$ -	\$ -	\$ 3,499,500
Trillium Park Equipment Project	1,000,000	-	-	-	1,000,000
Town Common Renovations	1,446,965	-	-	-	1,446,965
Water Sports Facility Project	274,942	-	-	-	274,942
Westside Land Acquisition & Dev	368,453	-	-	-	368,453
Town Common Gateway (TC)	2,123,965	-	(486,605)	(486,605)	1,637,360
Tar River Development (TRP)	486,632	-	(10,982)	(10,982)	475,650
Eastside Park (EPKD)	181,255	-	(169,185)	(169,185)	12,070
Thomas Foreman Press Box	30,000	-	-	-	30,000
Tar River Development (TAR RIVER)	-	-	718,112	718,112	718,112
Volleyball Courts	120,000	200,000	-	200,000	320,000
Total Appropriations	<u>\$ 9,531,712</u>	<u>\$ 200,000</u>	<u>\$ 51,340</u>	<u>\$ 251,340</u>	<u>\$ 9,783,052</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>C.</u>	<u>Total Amend #6</u>	<u>2019-20 Budget per Amend #6</u>
ESTIMATED REVENUES				
North Carolina Division of Emergency Management	\$ 2,211,500	\$ -	\$ -	\$ 2,211,500
Transfer from General Fund	600	-	-	600
Total Revenues	<u>\$ 2,212,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,212,100</u>
APPROPRIATIONS				
City Property	\$ 473,248	\$ -	\$ -	\$ 473,248
Debris Removal	1,508,674	(51,340)	(51,340)	1,508,674
Transfer to Other Funds	230,178	51,340	51,340	230,178
Total Appropriations	<u>\$ 2,212,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,212,100</u>

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

Adopted this 12th day of December, 2019

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 12/12/2019
Time: 6:00 PM

Title of Item: Update on Bradford Creek Public Golf Course

Explanation: Council Member Will Bell requested that staff provide an update on the Bradford Creek Public Golf Course.

Fiscal Note: No direct cost

Recommendation: Hear presentation from staff.
