



Agenda

Greenville City Council

December 6, 2021

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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 Meyerhoeffer**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

VII. Consent Agenda

1. Request for Authorization to Condemn Property for Greenville Utilities Commission's

Easement Acquisition for the Southeast Sewer Service Area Project

2. Resolution of Intent to Close a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad
3. Resolution of Intent to Close a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad
4. Resolution authorizing the filing of two applications to the U.S. Department of Homeland Security for the FY 2022 FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects
5. Lease agreement proposal for the replacement of the current golf and utility cart fleet at Bradford Creek Public Golf Course
6. Contract with Riverside Recreation, LLC for the Provision of Watersports Services at Wildwood Park
7. Acceptance of Donation of Heart Sculpture from Pitt County Arts Council

VIII. Old Business

8. Continued from November 8, 2021 - Resolution authorizing a lease agreement with American Legion Post 160 for the property and improvements known as the Old West End Fire Station located at the northeast corner of Chestnut Street and North Skinner Street, being a portion of Tax Parcel #28982

IX. New Business

9. Amendment to the CDBG-CV Small Business Assistance Program
10. Approval of 2021 HOME Investment Partnership Funds Commitment for a Multi-family Rental Housing Development
11. Review of Proposed Projects Funded with American Rescue Plan Act Funding
12. Budget Ordinance Amendment #5 to the 2021-22 City of Greenville Budget (Ordinance #21-035) and Capital Projects Funds (Ordinance #17-024)

X. Review of December 9, 2021 City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Request for Authorization to Condemn Property for Greenville Utilities Commission's Easement Acquisition for the Southeast Sewer Service Area Project

Explanation: Greenville Utilities Commission has been successful in obtaining 25 of the 26 easements needed to complete the Southeast Sewer Service Area project. The project design is complete, and the required state permits are expected to be received within the next few weeks. Once the permits have been received, the project will be ready to advertise for construction bids. All easements must be obtained before advertising the project for bids. To obtain this final easement, it appears it will be necessary to initiate condemnation under the power of eminent domain granted to the Commission and the City of Greenville.

Efforts to negotiate with one property owner have been unsuccessful. After several unsuccessful attempts to negotiate, the Commission sent a Notice of Intent to Condemn to the property owner, which was received on April 7, 2021. The property owner has indicated condemnation will be necessary. By filing condemnation actions and depositing the estimated fair market value of the easement to be acquired, the easement automatically is granted by operation of law to the City of Greenville for the use and benefit of Greenville Utilities Commission and the property owner can thereafter request a jury trial to determine whether the deposited amount is "just compensation" for the "taking."

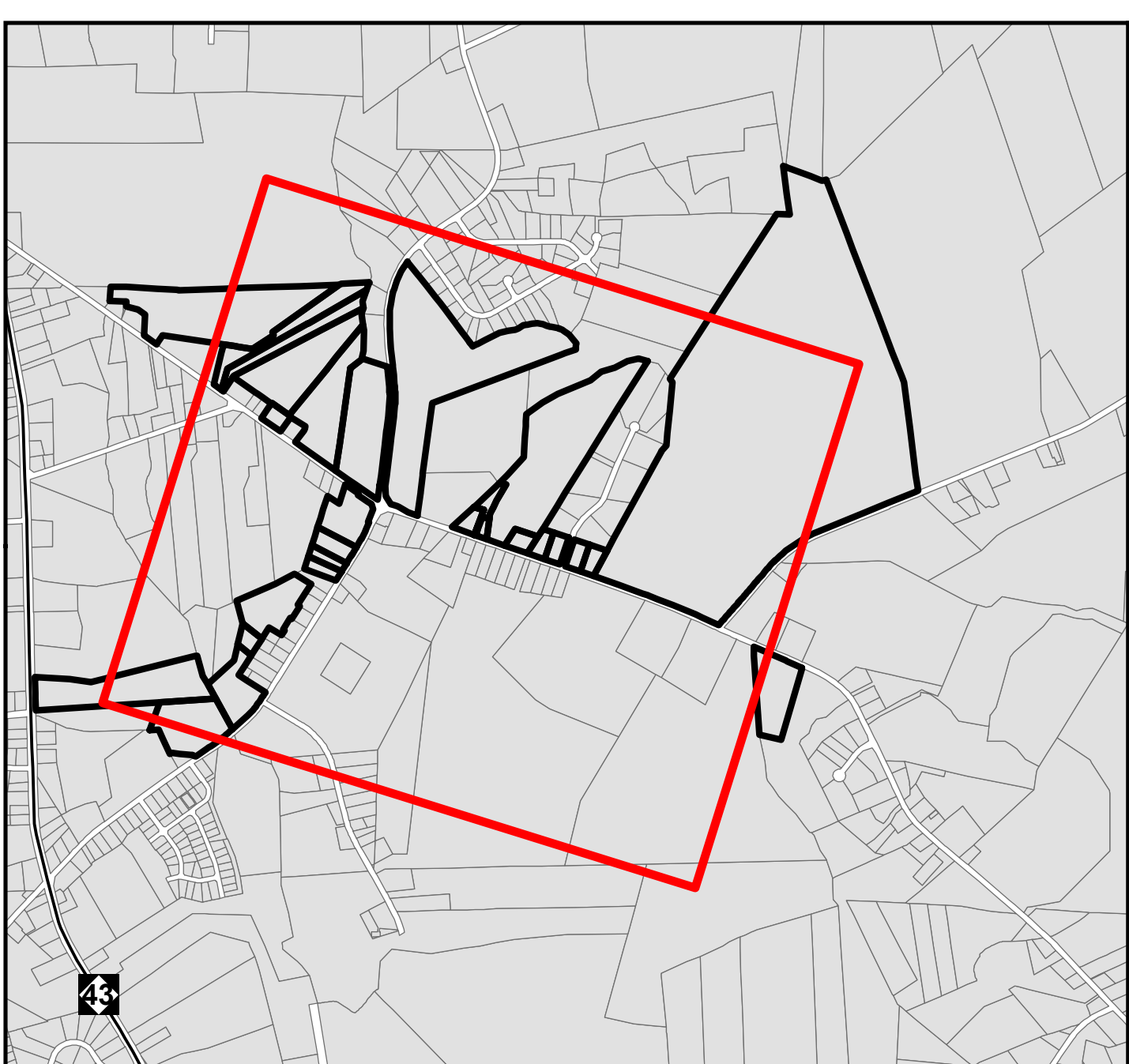
In order to move forward with the project, it has become necessary to move ahead with the condemnation process. On November 18, 2021, the GUC Board of Commissioners approved staff's recommendation to initiate condemnation actions to acquire the easement necessary for the Southeast Sewer Service Area project and recommends similar action by City Council.










Fiscal Note: No costs to the City.

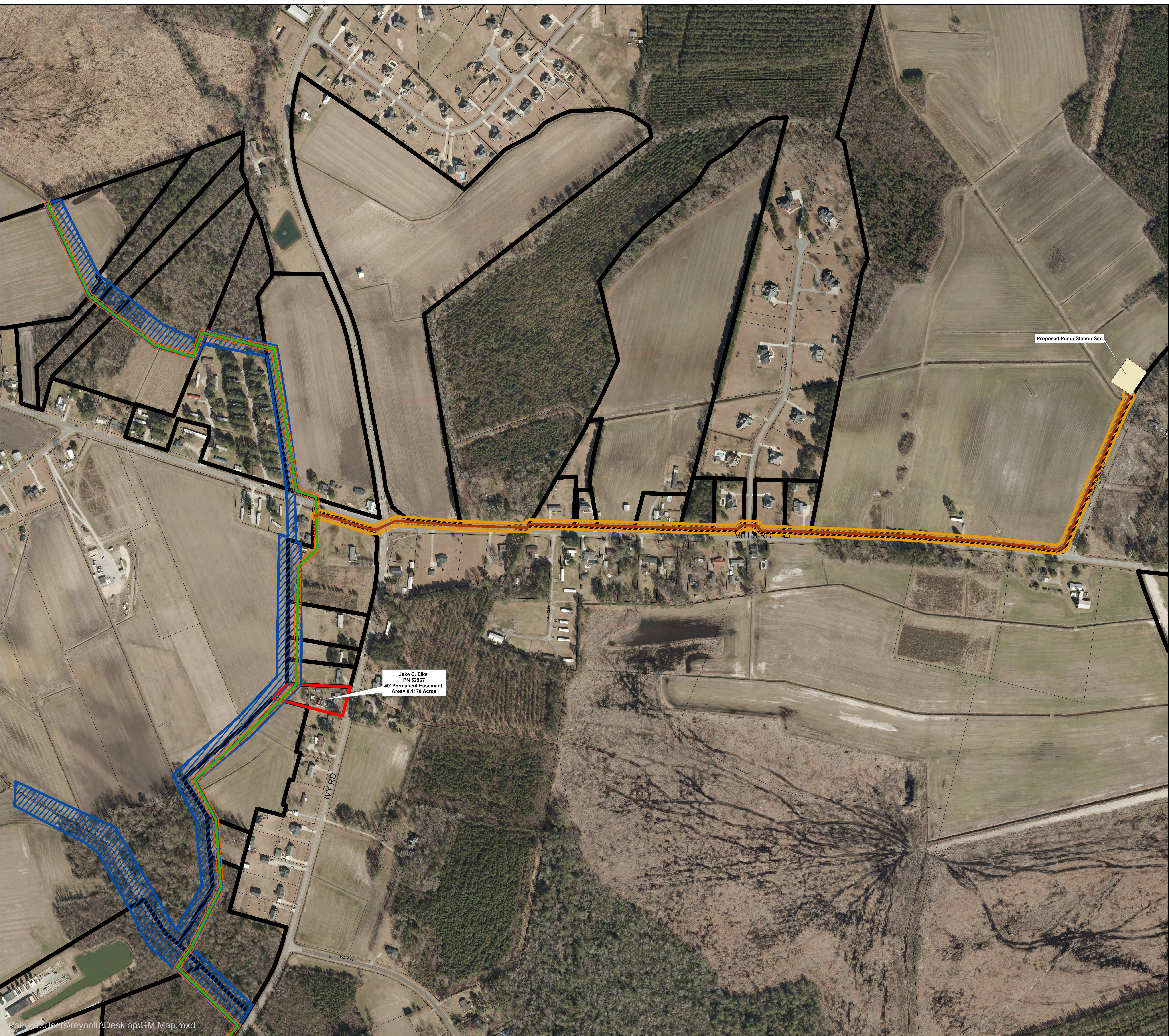
Recommendation: Approval to initiate condemnation actions to acquire the easement necessary for GUC's Southeast Sewer Service Area Project.

ATTACHMENTS


 [GM Map.pdf](#)



- Legend**
-  Proposed Force Main
 -  Proposed Sewer Outfall
 -  Proposed Pump Station Site
 -  Temporary Construction Easement
 -  Force Main Easement
 -  SE Sanitary Sewer Easements
 -  Force Main Easement Parcels
 -  Condemned Parcel
 -  Gravity Main Easement Parcels




**SE Sanitary Sewer Project
Pitt Co., NC**

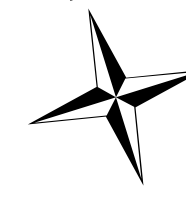
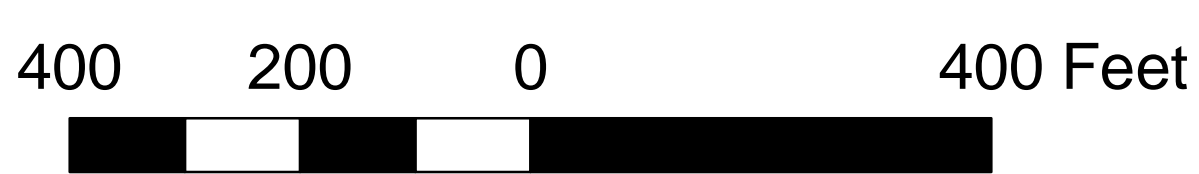


Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
Phone: (252) 752-7166
Fax: (252) 329-2172

GUC DISCLAIMER:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.



Know what's below.
Call before you dig.
Contact North Carolina 811 at "811" or 800-522-4849 for on-site utilities location services prior to any excavations.



City of Greenville, North Carolina

Meeting Date: 12/06/2021

-
- Title of Item:** Resolution of Intent to Close a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad
- Explanation:** Closure of a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad is being requested by the adjoining property owner, Carawan Oil Company, Inc. A Resolution of Intent to Close is attached for consideration by City Council.
- Fiscal Note:** There is no fiscal impact in closing this unopened/unimproved section of Line Avenue.
- Recommendation:** Approve the Resolution of Intent to Close a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad, setting a public hearing on January 13, 2022 to consider the Resolution to Close.
-

ATTACHMENTS

-  [COG-#1156222-v1-Resolution_of_Intent_to_Close_a_portion_of_Line_Avenue_.pdf](#)
-  [Z-2671_Line_Avenue_Street_Closing_2021-11-18.PDF](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF LINE AVENUE FROM THE
NORTHERN RIGHT OF WAY OF DICKINSON AVENUE TO THE
SOUTHERN RIGHT OF WAY OF CLNA RAILROAD

WHEREAS, the City Council intends to close a portion of Line Avenue in accordance with the provisions of G.S. 160A-299;

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

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being that portion of the right of way Line Avenue from the northern right of way of Dickinson Avenue to the southern right of way of CLNA Railroad being more particularly described as follows:

Description: Beginning at an existing right of way disc marking the intersection of the northern right of way of Dickinson Avenue (SR 1598) and eastern right of way of Line Avenue, with said point also being the southwestern corner of the now or formerly City of Greenville property recorded in Deed Book 1247, Page 164, of the Pitt County Registry and being located as S10°28'24"W - 53.59 feet from an existing right of way disc on the western right of way of Moye Boulevard; thence from the POINT OF BEGINNING and running with the northern right of way of Dickinson Avenue (SR 1587), S55°05'25"W - 50.65 feet to a point, the intersection of the northern right of way of Dickinson Avenue (SR 1598) and western right of way of Line Avenue, thence with running with the western right of way of Line Avenue and the now or formerly Carawan Oil Company property, recorded in Deed Book M-44, Page 553, of the Pitt County Registry, N 26°09'34" W - 145.65 feet to an existing iron rod (disturbed #4 rebar), a common corner of Carawan Oil Company property and the 20' Alley dedicated by Deed Book M-16 Page 417, Map Book 2 Page 182, Deed Book M-44 Page 553 of the Pitt County Registry; thence continuing along the western right of way of Line Avenue and the eastern line of said Alley, N 26°09'34" W - 21.19 feet to an existing iron rod (#4 rebar), said point marking the intersection of western right of way of Line Avenue and the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad); thence with the southern right of way of CLNA Railroad, N 83°08'16" E - 53.04 feet to a point marking the intersection of the eastern right of way of Line Avenue with and the southern right of way the CLNA Railroad and being the northwest corner of the City of Greenville property recorded in Deed Book 1247 Page 164; thence with the eastern right of way of Line Avenue, the western line

of the aforementioned City of Greenville property, S 26°09'34" E - 141.60 feet to the POINT OF BEGINNING; having an area of 0.18 acres more or less and being that portion of Line Avenue shown on a Street Closing Map for A Portion of Line Avenue, Rivers and Associates, Inc. drawing Z-2671, dated October 25, 2021, and incorporated herein by reference.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 13th day of January, 2022, at 6:00 p.m., to consider the advisability of closing the aforesaid street section. At such public hearing, all objections and suggestions will be duly considered.

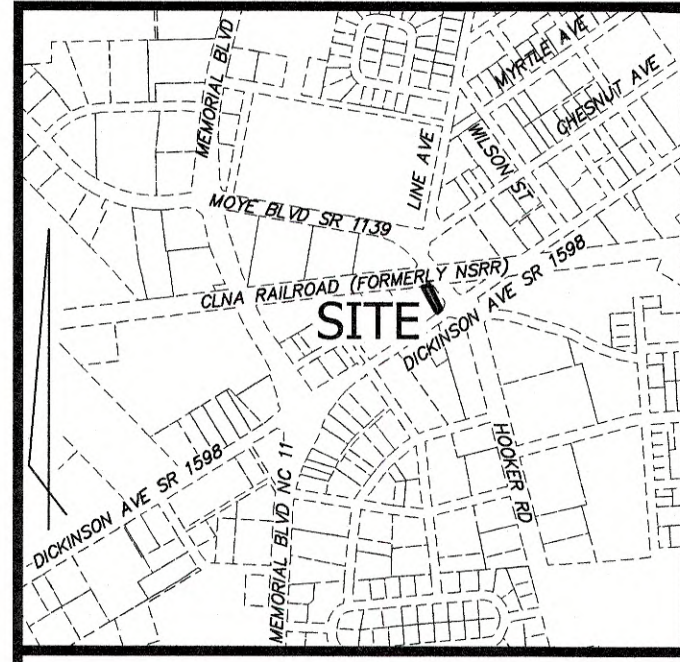
BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that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

Duly adopted this the 6th day of December, 2021.

P.J. Connelly, Mayor

ATTEST:

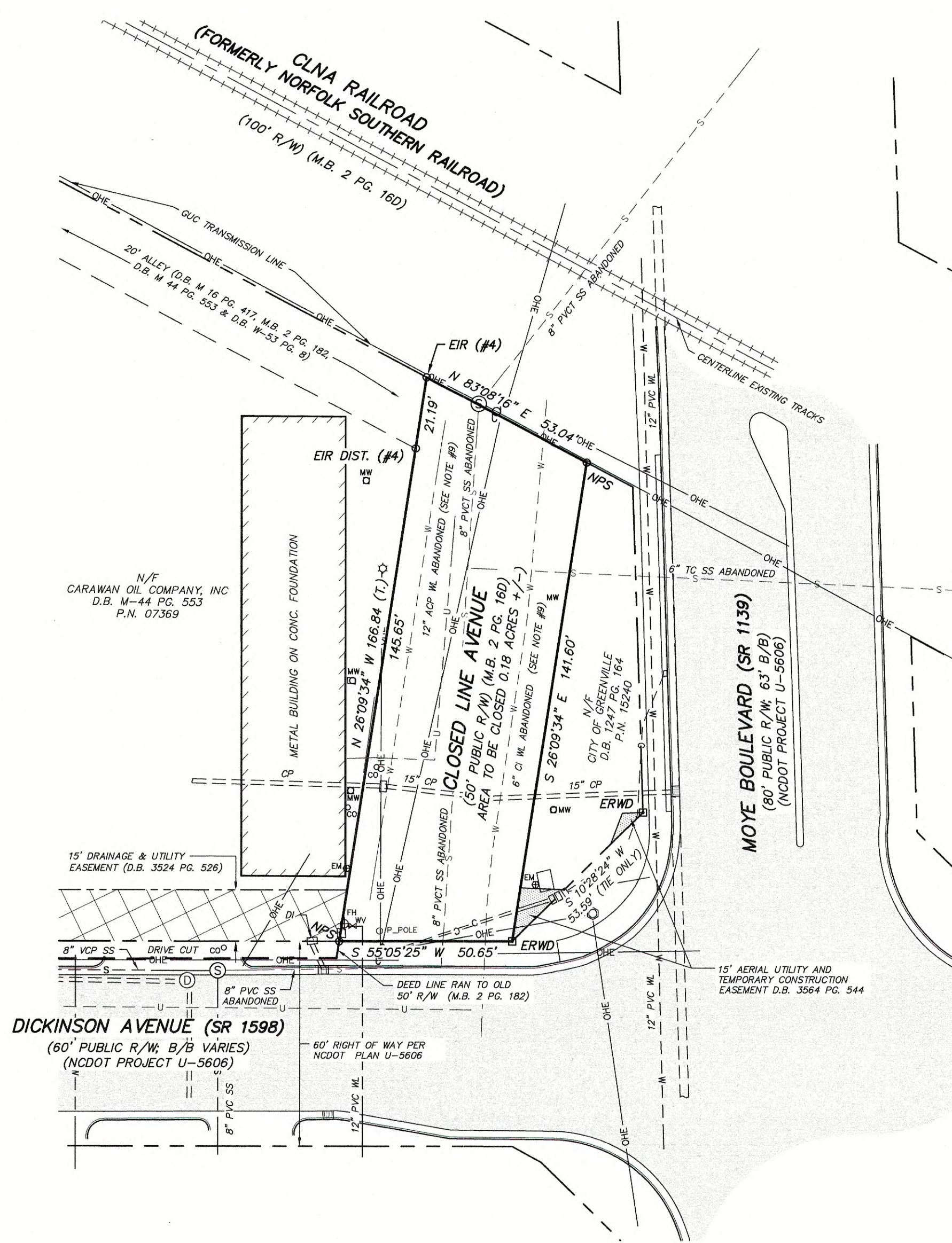
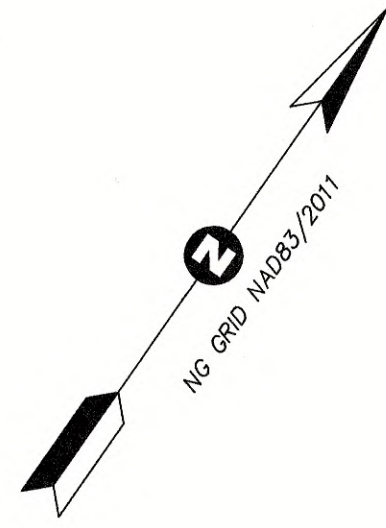
Valerie Shiuwegar, City Clerk



VICINITY MAP
SCALE: 1" = 1000'

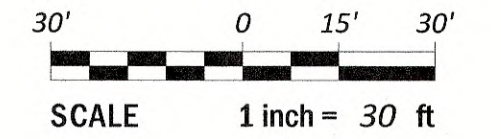
LEGEND

	STREET CLOSING BOUNDARY
	RIGHT OF WAY (R/W)
	PITT COUNTY GIS PARCEL LINES
	WATER LINE
	ABANDONED WATER LINE
	SANITARY SEWER LINE
	ABANDONED SANITARY SEWER LINE
	OVERHEAD ELECTRIC LINE
	UNKNOWN UTILITY INDICATED ON PLAN U-5606
	UNDERGROUND COMMUNICATION LINE
	EASEMENT
	STORM DRAINAGE PIPE
	BUILDING
	RAILROAD TRACK
	ELECTRIC METER
	UTILITY POLE
	LIGHT POLE
	PROPOSED POLE LOCATION
	TRAFFIC SIGNAL POLE
	FIRE HYDRANT
	WATER VALVE
	CLEAN OUT
	MONITORING WELL (ABANDONED)
	NO POINT SET
	EXISTING IRON ROD
	REBAR SIZE NUMBER
	EXISTING RIGHT OF WAY DISC
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	CATCH BASIN
	DRAINAGE INLET
	NOW OR FORMERLY
	PARCEL NUMBER
	DEED BOOK
	MAP BOOK
	PAGE
	CONCRETE
	BACK TO BACK (CURB)
	ASPHALT
	15' DRAINAGE & UTILITY EASEMENT (D.B. 3524 PG. 526)
	15' AERIAL UTILITY EASEMENT (D.B. 3564 PG. 544)



NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- NO POINTS SET UNLESS OTHERWISE INDICATED.
- THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720467700K PANEL 4677, EFFECTIVE JULY 7, 2014.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
- PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL FIELD LOCATION OF MARKINGS PAINTED BY NC811 AND IN PART FROM MAPS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. REFERENCE NC811 TICKETS: A212993910. NOTHING MARKED BY NC811
- THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- ACCORDING TO RIVERS DRAWING W-2463 (MOYE-HOOKER CONNECTOR); THESE WATER LINES WERE TO BE ABANDONED IN PLACE AFTER RELOCATION OF WATER LINE CONNECTIONS AND CONSTRUCTION OF MOYE BOULEVARD.



MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF LINE AVENUE.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

REFERENCES:

P.N. 07369
P.N. 15240
D.B. M 44 PG. 553
D.B. 1247 PG. 164
D.B. W 53 PG. 8
M.B. 2 PG. 16D
M.B. 2 PG. 182
M.B. 24 PG. 15
D.B. 3564 PG. 544
D.B. 3524 PG. 526
NCDOT PROJECT PLAN U-5606
RIVERS DRAWING Z-1631
RIVERS DRAWING W-2463

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

REVIEW OFFICER
DATE _____

SOURCE OF TITLE

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

PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JP ON 9/2/2021-9/22/2021; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 25TH DAY OF OCTOBER, 2021.

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L-4262

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

DATE 10/25/2021

SURVEY RB/JP DRAFT PH/MS
DESIGN CHECK PWH

Rivers
& ASSOCIATES, INC.
riversandassociates.com Since 1918

NC License: F-0334
**Engineers
Planners
Surveyors
Landscape Architects**
107 East Second Street
Greenville, NC 27858
(252) 752-4135

**STREET CLOSING MAP FOR
A PORTION OF LINE AVENUE**

CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE 1" = 30'
DRAWING NO. Z-2671
SHEET 1 OF 1

Scanned 11/18/2021

P:\LandDev\Ward-SO\TRACT-Memorial-Dickinson-20210930\SURVEY_DWG\Z-2671_HARTMAN-18-Nov-21 @ 3:07:04 PM





City of Greenville, North Carolina

Meeting Date: 12/06/2021

-
- Title of Item:** Resolution of Intent to Close a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad
- Explanation:** Closure of a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad is being requested by the adjoining property owners, Carawan Oil Company, Inc., Anne Balance May, Heirs, and Ward Holdings, LLC.
- A Resolution of Intent to Close this portion of Truman Street is attached for consideration by City Council.
- Fiscal Note:** There is no fiscal impact in closing this unopened/unimproved section of Truman Street.
- Recommendation:** Approve the Resolution of Intent to Close a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad, setting a public hearing on January 13, 2022 to consider the Resolution to Close.
-

ATTACHMENTS

-  [COG-#1156223-v1-Resolution_of_Intent_to_Close_a_portion_of_Truman_Street.pdf](#)
-  [Z-2672_Truman_Street_Closing_2021-11-18.pdf](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF TRUMAN STREET FROM THE
NORTHERN RIGHT OF WAY OF WEST STREET TO THE
SOUTHERN RIGHT OF WAY OF CLNA RAILROAD

WHEREAS, the City Council intends to close a portion of Truman Street in accordance with the provisions of G.S. 160A-299;

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

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being that portion of the right of way Truman Street from the northern right of way of West Street to the southern right of way of CLNA Railroad being more particularly described as follows:

Description: Beginning at an existing iron pipe (disturbed 1.5" outside diameter), marking the intersection of the northern right of way of West Street and eastern right of way of Truman Street, said point also being a common corner with the now or formerly Carawan Oil Company property recorded in Deed Book X-53 Page 789 of the Pitt County Registry and being located as, S 59°23'28" W - 9.61 feet from an existing iron pipe on the northern right of way of West Street and the eastern right of way of Truman Street; thence from the POINT OF BEGINNING with the northern right of way of West Street, S 59°23'28" W - 30.11 to an existing 1 inch pinch pipe, the intersection of the northern right of way of West Street and western right of way of Truman Street; thence with the western right of way of Truman Street, the now or formerly Ward Holdings, LLC, property recorded in Deed Book 4200 Page 828 of the Pitt County Registry, and the eastern line of the now or formerly Anne Balance May Heirs property referenced in Estate File 2019-545 and recorded in Deed Book 3106 Page 183 of the Pitt County Registry, N 35°27'41" W - 228.06 to an existing iron pipe (1 inch outside diameter), witnessed by a piece of vertical railroad track, said corner marking the intersection of the western right of way of Truman Street with the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad) and also being the northeast corner of the aforementioned Anne Balance May Heirs property; thence with the southern right of way of CLNA Railroad, N83°08'16" E - 34.17 to a point marking the intersection of eastern right of way of Truman Street with the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad); thence with the eastern right of way of Truman Street, the western line of the aforementioned Carawan Oil Company property, S35°27'41" E - 214.25 feet to the POINT OF BEGINNING; having an area of 0.15 acres more or less and being that portion of Truman Street shown on a Street Closing Map for A Portion of Truman Street, Rivers and Associates, Inc. drawing Z-2672, dated November 16, 2021, and incorporated herein by reference.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 13th day of January, 2022, at 6:00 p.m., to consider the advisability of closing the aforesaid street section. At such public hearing, all objections and suggestions will be duly considered.

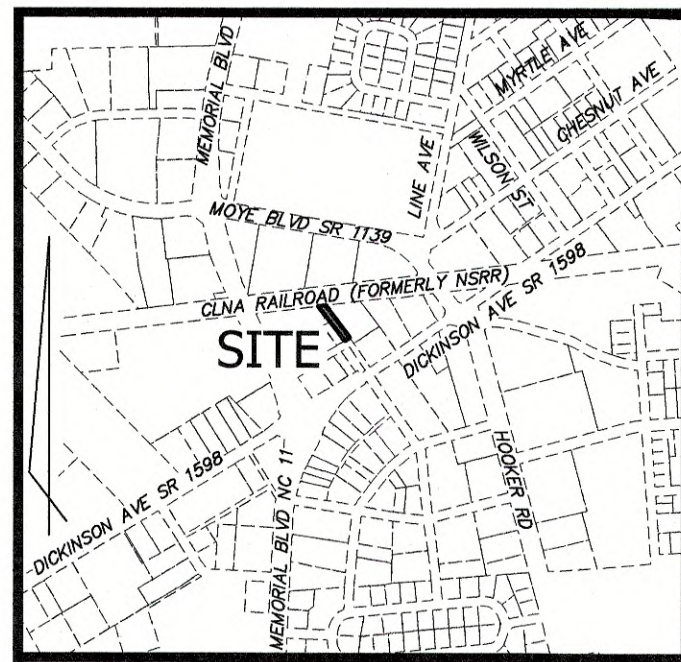
BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that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

Duly adopted this the 6th day of December, 2021.

P.J. Connelly, Mayor

ATTEST:

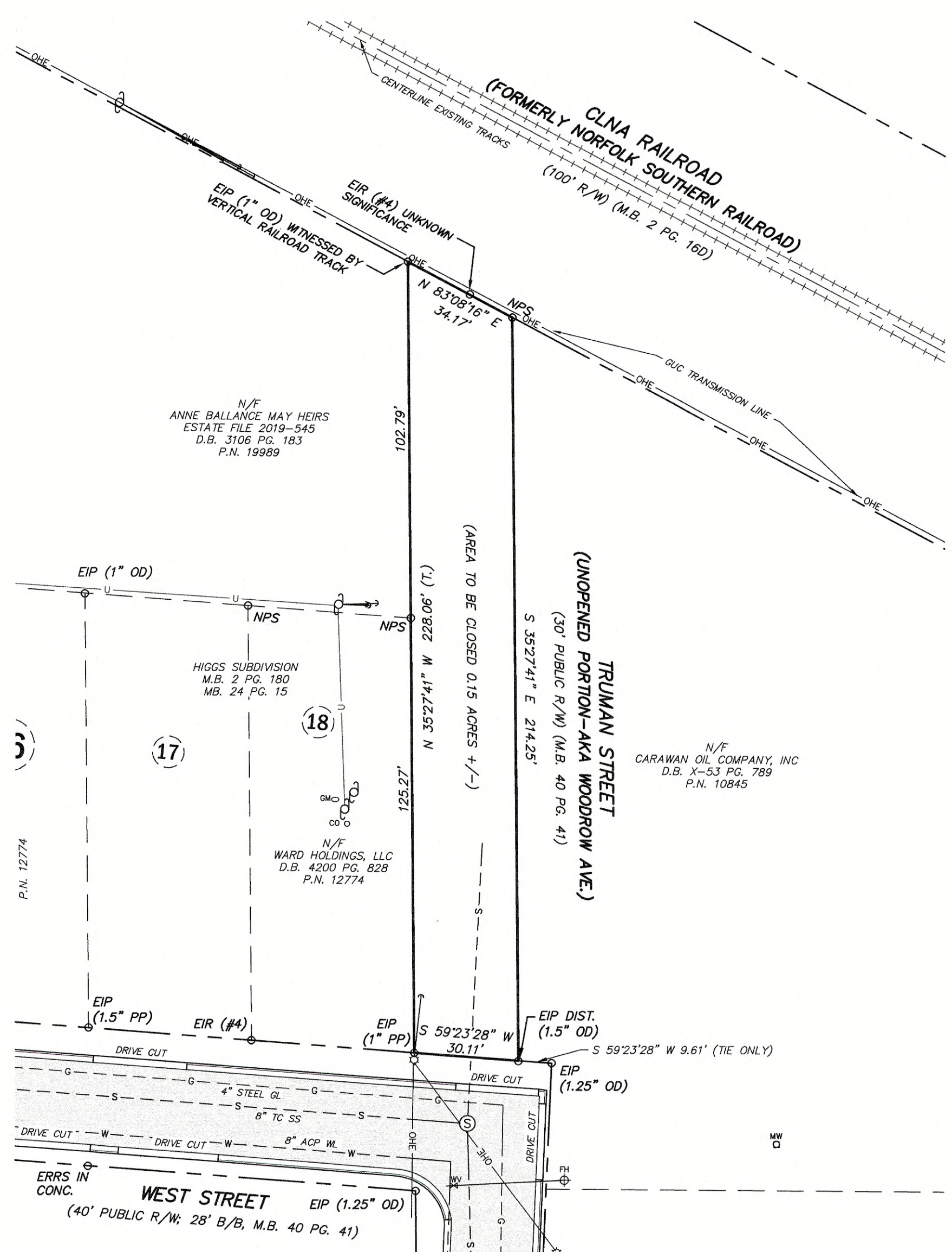
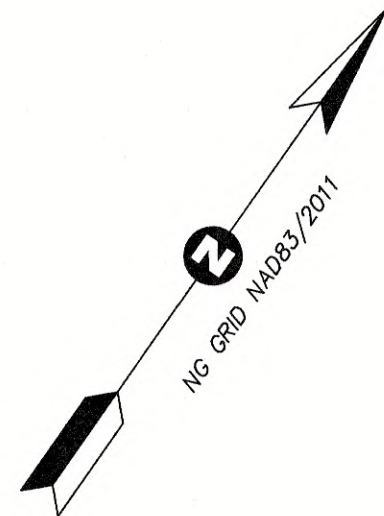
Valerie Shiuwegar, City Clerk



VICINITY MAP
SCALE: 1" = 1000'

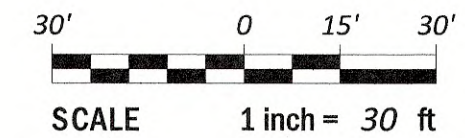
LEGEND

	STREET CLOSING BOUNDARY
	RIGHT OF WAY (R/W)
	PITT COUNTY GIS PARCEL LINES
	WATER LINE - WL (GUC INFORMATION)
	SANITARY SEWER LINE - SS (GUC INFORMATION)
	OVERHEAD ELECTRIC LINE
	GAS LINE - GL (GUC INFORMATION)
	OVERHEAD UTILITY
	RAILROAD TRACK
	UTILITY POLE
	LIGHT POLE
	POLE ANCHOR
	GAS METER
	FIRE HYDRANT
	WATER VALVE
	CLEAN OUT
	MONITORING WELL (ABANDONED)
	SANITARY SEWER MANHOLE
	EIP O EXISTING IRON PIPE
	EIR O EXISTING IRON ROD
	NPS O NO POINT SET
	(#4) REBAR SIZE NUMBER
	(OD) OUTSIDE DIAMETER
	(PP) PINCHED TOP PIPE
	AKA ALSO KNOWN AS
	ACP ASBESTOS CEMENT PIPE
	TC TERRACOTTA
	CONC. CONCRETE
	P.N. PARCEL NUMBER
	D.B. DEED BOOK
	M.B. MAP BOOK
	PG. PAGE
	CONC. CONCRETE
	B/B BACK TO BACK (CURB)
	(17) PLATTED LOT NUMBER
	ASPHALT



NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
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- THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720467700K PANEL 4677, EFFECTIVE JULY 7, 2014.
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- UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL FIELD LOCATION OF MARKINGS PAINTED BY NC811 AND IN PART FROM MAPS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. REFERENCE NC811 TICKETS: A213020568. NOTHING MARKED BY NC811.
- THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENCRDACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.



MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF TRUMAN STREET.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

REFERENCES:

- P.N. 12774
- P.N. 10845
- P.N. 12989
- D.B. 4200 PG. 828
- D.B. 824 PG. 431
- D.B. X-53 PG. 789
- D.B. 3106 PG. 183
- M.B. 2 PG. 16D
- M.B. 2 PG. 180
- M.B. 24 PG. 15
- M.B. 40 PG. 41
- ESTATE FILE 2019-545
- ESTATE FILE 2016-314
- RIVERS DRAWING Z-1631

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

REVIEW OFFICER _____
DATE _____

SOURCE OF TITLE

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

PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JP ON 9/2/2021-9/22/2021; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 16TH DAY OF NOVEMBER, 2021.

PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER L-4262

Professional Land Surveyor Seal for Patrick W. Hartman, L-4262, dated 11/16/2021.

Rivers & Associates, Inc. - Landscape Architects
107 East Second Street, Greenville, NC 27858
riversandassociates.com Since 1918

STREET CLOSING MAP FOR
A PORTION OF TRUMAN STREET
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE 1" = 30'
DRAWING NO. Z-2672
SHEET 1 OF 1

Scanned 11/18/2021

P:\LandDev\Ward-SOTRUCT-Dickinson-20210803\SURVEY_DWG\Z-2671_Line Ave Street Closing.dwg, 2/26/21, HARTMAN, 11/16/2021 @ 3:05:44 PM



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Resolution authorizing the filing of two applications to the U.S. Department of Homeland Security for the FY 2022 FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects

Explanation: The Building Resilient Infrastructure and Communities (BRIC) Program is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program. It supports states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. Guiding principles of the program are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.

Attached (Attachment A) for City Council consideration is a resolution authorizing the filing and execution of a federal grant application for the design and construction of two stormwater capital improvement projects identified in the Watershed Master Plans. If awarded, the City would receive 70% of the total projects costs. The remaining 30% would be a local match funded by the Stormwater Utility Fund.

The planning level details for these projects are found in the Greens Mill Run Watershed Master Plan. Project descriptions are provided for Greenbriar Flood Mitigation and Stream Restoration and St. Andrews Drive Critical Infrastructure Protection and Stream Restoration in attachments B, and C, respectively.

The two projects were previously submitted as Letters of Interest to the NC Department of Emergency Management for preliminary review and were selected to move forward to the full application.

Fiscal Note: The total amount for the two applications is \$6,060,239.00. The total required non-federal match is \$1,749,170.00




1. Greenbriar Flood Mitigation and Stream Restoration
 90. Total = \$1,237,090.00
 91. Non-Federal Match = \$371,127.00

2. Andrews Critical Infrastructure Protection and Stream Restoration
 149. Total = \$4,823,149.00
 150. Non-Federal Match = \$1,378,043.00

The funding for the non-federal match is proposed to come from the Stormwater Utility Fund.

Recommendation: Adopt the attached resolution approving the grant request and authorizing the filing and execution of the application for the FY2022 FEMA Building Resilient Infrastructure and Communities Grant Program.

ATTACHMENTS

-  [COG-#1156165-v1-2022_BRIC_Grant_Resolution.pdf](#)
-  [COG-#1140287-v1-BRIC_Agenda_Item_Attachment_B.pdf](#)
-  [COG-#1156166-v1-2022_BRIC_Agenda_Item_ATTACHMENT_C.pdf](#)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE FILING OF THREE APPLICATIONS TO THE
U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE FY2022 FEMA BUILDING
RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM
FOR STORMWATER CAPITAL PROJECTS**

WHEREAS, the Federal Emergency Management Agency (FEMA) in the U. S. Department of Homeland Security is offering a new program known as Building Resilient Infrastructure and Communities (BRIC)Program; and

WHEREAS, the BRIC Program aims to shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience; and

WHEREAS, FEMA anticipates BRIC funding projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design; and

WHEREAS, the City of Greenville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, actions taken through this Program may result in lower flood insurance premiums through the Community Rating System and improved resiliency; and

WHEREAS, this program is available to certain municipalities in the State of North Carolina as sub-applicants under the North Carolina application; and

WHEREAS, the deadline for final application by the State of North Carolina is January 28th, 2022; and

WHEREAS, this grant application requires a 30 percent local match from the municipality or other non-federal funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

1. That the City Manager is authorized to execute and file applications on behalf of the City of Greenville with the U.S. Department of Homeland Security and the North Carolina Department of Emergency Management to aid in the financing of planning, design, and construction of stormwater infrastructure projects titled: a) Greenbriar Flood Mitigation and Stream Restoration, b) St. Andrews Drive Critical Infrastructure Protection and Stream Restoration
2. That the City Manager is authorized to execute and file the Assurances and other

documents the Federal Emergency Management Agency requires before awarding a Federal assistance grant or cooperative agreement.

3. That the City Manager is authorized to submit additional information as the Federal Emergency Management Agency or the North Carolina Department Emergency Management may require in connection with the application or project.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That after certification of funds by the Chief Financial Officer, the City Manager is hereby authorized to execute the grant agreement on behalf of the City of Greenville and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

ADOPTED this the 6th day of December, 2021.

P.J. Connelly, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on 6th day of December, 2021.

Valerie Shiuwegar, City Clerk

Date

SEAL

Greenbriar Flood Mitigation and Stream Restoration



The Greenbriar Drive drainage system includes both open channel and closed pipe systems draining approximately 186 acres from Hooker Road, Fairlane Road, and Greenville Boulevard and is part of the larger Greens Mill Run watershed. This drainage area is 100% built out with a mix of single family, multifamily, and commercial properties. The main 60" RCP trunkline between Fairlane Road and Greenbriar Drive was shown to be undersized and the double 42" RCP under Fairlane Road near Club

Road also did not meet the required 10-year level of service. In addition, the open channel that runs parallel to Club Road is incised with erosion problems along the entire reach endangering the roadway. Residents on Fairlane Road reported yard flooding 2 - 3 times per year and residents on Greenbriar Road report flooding across the road during heavy rain events.

Greenbriar drive west of Club Road is also a dead-end street. During events when the road is flooded, residents and emergency services may be unable to access in or out of the 10 residential properties on the dead-end section. This presents a potential life threatening situation.

The proposed improvements include installation of an additional 42" culvert under Fairlane Road, an additional 60" culvert under Greenbriar Drive, replace existing culverts at the intersection of Greenbriar Dr and Club Rd with two 7'x4' concrete box culverts, acquisition of property and easements, daylighting existing piped section of stream downstream of Greenbriar Dr, installation of floodplain benching and bank stabilization in the open channel stream along Club Rd, and potentially installing a detention and water quality treatment pond downstream of Greenbriar Dr.

These improvements impact several residential properties and are modeled to provide the desired 10-year level of service on Fairlane Rd, Club Rd, and Greenbriar Dr, as well as protect against erosion to Club Rd and the properties adjacent the stream. The stream restoration will use natural channel design and green reinforcement techniques such as tubular mesh netting filled with growth media that allows for native planting and natural stabilization.

The residence at 110 Greenbriar is surrounded on all sides with public drainage infrastructure. It is proposed to be acquired and removed and the lot used to daylight the existing piped stream segments and install a detention and water quality pond. This facility would help to provide detention during heavy rain events and reduce further downstream flooding as well as provide

pollutant removal before discharging into the impaired watershed. This facility will also provide a passive recreational and educational facility for the neighborhood.

The City is currently contracted with a consultant to provide design and construction drawings for this project. At the time of this letter of interest, the project is currently in the review of the 30% design drawings. A public meeting with nearby residences was held to discuss the overall plan concepts and to gather input.

5.1.6 St. Andrews Drive

The proposed stabilization project located near St. Andrews Drive is along a confined section of an unnamed tributary to Greens Mill Run, positioned between Southwest Greenville Boulevard and Fairlane Road, running parallel to St. Andrews Drive (**Figure 5-6** and **Figure 5-7**). Several residential and commercial properties are adjacent to the site. The project extends for approximately 3,650 feet along the tributary, of which 3,200 feet are impaired. The site's drainage area is approximately 0.08 square miles, with 87% urban land-use and 48% impervious area. Wetlands are not present on the property per the NWI.

The soils according to NRCS soil maps, are Lynchburg, Exum, Rains, and Coxville fine sandy loam, Goldsboro sandy loam, and Lenoir loam. The soils range from HSG B to D, and are considered hydric soils, with the exception of the Exum and Coxville series. The Lynchburg, Exum, Rains and Goldsboro soils are underlain by a friable sandy clay loam and experience a seasonal high water table and ponding. The Coxville and Lenoir soils have a subsoil consisting of firm sandy clay to clay and experience a seasonal high water tables as well.

An exposed gravity sewer line crosses the stream in the middle section of the project (**Picture 5-11**), and numerous stormwater pipes discharge along the channel. There are several electric transformer boxes that are close to the top bank, with a few areas of localized scour threatening structures (**Picture 5-12**). Bank erosion is threatening the structural integrity of a residential building at 313 St. Andrews Drive (**Picture 5-13**). The top of bank is also close to the Keswick Apartment's pool deck and several residential fences. Additional utilities along the stream section include a water crossing at Sedgefield Drive and a water and gas line at near the culvert Fairlane Road.



Picture 5-11: Exposed Gravity Sewer Crossing



Picture 5-12: Electric Transformers at Top of Bank



Picture 5-13: Threatened Structures Near Top of Bank

The majority of the stream channel is deeply incised with bank heights approximately 7 feet to 12 feet. The stream is hydraulically disconnected from its floodplain. The channel at the upstream and downstream limits of the project is moderately incised, approximately 3 feet to 4 feet, and appears to be connected to the floodplain. There is a small section in the upstream area where a low bench was graded into the right bank and is vegetated (**Picture 5-14**). Although the left bank is nearly vertical at this location, this stream section appears to be stable. Additionally, there is a small section in the downstream channel where the bank height is approximately 3 feet and appears to be stable and connected to its floodplain.



Picture 5-14: Near Vertical Left Bank and Low Bench on Right Bank

The majority of the channel's riparian buffer is vegetated with a mix of herbaceous and woody shrubs and overstory trees. There are a numerous locations where scour has exposed tree root balls along the channel bank, and several locations where stream incision has caused trees to fall into/across the channel. At the upstream and downstream limits, the floodplain is maintained (mowed) to the top of bank. Existing stream bank revetments (stacked concrete sandbags, riprap, etc.) are present at several within the project area.

Data collected at the St. Andrews Drive site included one cross-section, one BEHI/NBS assessment, and installation of six bank pins. The cross-section was located about mid-channel, and the bank pins were installed approximately 1,500 feet upstream and 1,200 feet downstream of the cross-section location. The existing channel has a very fine sand substrate and the stream banks are sparsely vegetated. At the cross-section location, the channel bottom is approximately 3 feet wide, with a maximum bank height of 7 feet, and a top width of 13 feet. In the Rosgen stream classification system, the channel classifies as a G5 stream type.

The BEHI and NBS assessment conducted at the cross-section location resulted in High/Low values for the left and right bank, respectively. Maximum bank erosion was estimated to be 0.1 ft/yr. The measured bank erosion at the bank pins validated this estimate, with a measured average erosion at the bank pins of 0.05 feet over an eight month period, or approximately 0.08 ft/yr. While the measured bank erosion at the two locations was considered a typical erosion rate

for urban channels (0.1 ft/yr), the channel is deeply incised with other areas of accelerated bank erosion. Using the Channel Evolution Model, many locations along this stretch of the stream were determined to be unstable, showing signs of channel degradation and bank failures. Without stabilization measures numerous gas, sewer, and stormwater utilities; commercial and residential structures; fences, and other adjacent features are at risk of being damaged by continued bank and channel erosion.

Bank stabilization, channel modifications, and grade controls are proposed to protect structure foundations and utilities, reduce sediment loading, prevent future channel downcutting, and reduce tree loss. These objectives are achieved by implementing several design elements:

- Small bankfull bench and grading upper bank to terrace floodplain at a maximum 2H:1V slope
- Gabion walls where utilities and structures constrain creation of a wider bankfull bench
- Elevate channel bed to provide cover over existing sewer crossing
- Grade controls (e.g. cross vanes, J-hooks, etc.)
- Stabilize graded and disturbed areas with coir mat and plantings (liverstakes, shrubs, trees and permanent seeding)

Grading to create a bankfull bench and stabilize the upper banks is proposed for approximately 2,300 feet of channel to create a floodplain bench at a lower elevation, similar to the stable upstream section near the bank pins at 403 St. Andrews Drive. This also serves to provide additional flow area and mitigate some of the high shear stress forces acting on the existing stream bank. Gabion walls are proposed for a channel length of 900 feet to provide protection where existing infrastructure is close to the top of bank and insufficient space exists to create a bankfull bench while maintaining a setback from the top of bank. Walls are proposed specifically at residential structures located at 313 St. Andrews Drive, 319 St. Andrews Drive, 305 Bridle Circle, 302 Sedgefield Drive, and commercial infrastructure at 1530 Hooker Road. In total, the proposed stabilization will restore approximately 3,200 feet of stream.

The exposed sewer is a risk not only to the sewer infrastructure, but also for debris jams to form, which may constrict channel conveyance, increase shear stress, and potentially scour the stream bed and banks. It is proposed that the channel bed be raised to provide one foot of cover over the existing sewer pipe. A grade control located just downstream of the crossing is proposed to maintain the raised bed elevation. A series of grade controls downstream of the crossing are proposed to gradually lower the channel elevation to tie into the existing channel grade. Additionally, the grade controls are proposed to prevent future headcut migration and channel incision. A minimum of six grade controls are recommended, which equates to approximately one per 500 feet of channel.

The planting plan includes liverstakes and both a temporary and permanent seed mix for the stream banks, suitable for frequent flooding conditions. The riparian buffer disturbed during the construction phase is proposed to be replanted with a riparian seed mix, and herbaceous and woody shrubs and trees.



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Lease agreement proposal for the replacement of the current golf and utility cart fleet at Bradford Creek Public Golf Course

Explanation: The current lease of 60 golf carts and 3 utility carts was signed in 2018 and will expire on August 30, 2022. The current monthly payment is \$4,327.13 per month. Due to the condition of the existing fleet and lead time for delivery of new golf carts, the City would like to proceed with ordering 60 new golf carts and 2 utility carts that will be covered under a new lease agreement that will begin upon receipt of the equipment, which is anticipated to be October 2022.

The City of Greenville currently contracts with Indigo Golf Partners, formally known as Billy Casper Golf, to manage the Bradford Creek Public Golf Course. E-Z-GO will arrange the lease agreement through a finance partner. The lease will contain "non-appropriation clauses" for governmental entities so the City can be released from the lease if Indigo Golf Partners were to default on the operational agreement and then if funds for the continuance of the lease were not appropriated. Although the City is under contract with Indigo Golf Partners for the operation of the course, this lease will be in the name of the City. Structuring the agreement in this manner protects the City and ensures the ongoing operation of the course in the event that contract management with Indigo Golf Partners is ever terminated in the future.

Approving this proposal now will initiate the replacement process for the new golf cart fleet and provide the time needed for carts to be delivered in October 2022.

Fiscal Note: Five (5) year lease for 60 new golf carts and 2 new utility carts is \$4,357.16 per month. Funds are available in the approved FY 20/21 Expense Budget presented by Indigo Golf Partners for the management of Bradford Creek Public Golf Course.

Recommendation: Authorize the City Manager to accept the attached proposal and sign the lease upon acceptance of the equipment which includes 60 E-Z-GO golf carts and 2 Cushman utility carts for \$4,357.16 per month, for 60 months.

ATTACHMENTS

 [Bradford Creek Quote.pdf](#)

THE BEST WILL ALWAYS
HAVE OUR NAME ON IT



PREPARED FOR:

**Bradford Creek Golf Club/ City of
Greenville**



PARTNER WITH THE INDUSTRY LEADER



ELiTE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

72V
AC ELECTRIC

September 21, 2021

Jonathon McLawhorn
Bradford Creek Golf Club/ City of Greenville
4950 OLD PACTOLUS RD
GREENVILLE, 27834

Dear Jonathon McLawhorn,

E-Z-GO® is honored to prepare this exclusive proposal for Bradford Creek Golf Club/ City of Greenville and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Bradford Creek Golf Club/ City of Greenville.

With sincere appreciation,

Ethan Fowler
Territory Sales Mgr
efowler01@textron.com



Proposal

Bradford Creek Golf Club/ City of Greenville

September 21, 2021



RXV GAS

STANDARD FEATURES

BEST-IN-CLASS-FUEL ECONOMY	A SMOOTH, QUIET REFINED RIDE	INTEGRATED STARTER/GENERATOR
2-YEAR OIL CHANGE INTERVALS	LOWEST COST OF OPERATION	GREENEST GAS ENGINE

ACCESSORIES

Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	60
Sand Bottle (Single)	120
Message Holder	60
Windshield, Fold Down	60
Custom Logo/Decals	60
Parts Package	1
Freight	60
Body Color Forest Green	60
Standard Seat Grey	60
Tow Bar Permanent	60
Sun Canopy, 54" Black	60
Cooler & Bracket	60
Spoke, Silver (Set of 4)	60
USB Port	60

Proposal

Bradford Creek Golf Club/ City of Greenville

September 21, 2021



CUSHMAN

HAULER 1200 GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	1,200-LB VEHICLE LOAD CAPACITY	800-LB BED LOAD CAPACITY
12-CU-FT CARGO BED	FUNCTIONAL DASHBOARD WITH STORAGE	1,500-LB TOWING CAPACITY

ACCESSORIES

Body Color Forest Green	2
Side Decals Matte Black (no decal)	2
Contoured Seat Grey	2
K500 18 x 8.5-8, 6 Ply Rated, Black Wheel	2
Two Wheel Mechanical Brakes	2
Brush Guard	2
Halogen Headlights	2
Fuel/Oil Gauge	2
Hour Meter (Gas Models)	2
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	2
2 in (5 cm) Receiver (Rear)	2
Freight	2

Proposal

Bradford Creek Golf Club/ City of Greenville

September 21, 2021



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2022	RXV Gas	60	48 Month	\$76.59	\$4,595.40
	2022	Hauler 1200 Gas	2	48 Month	\$151.11	\$302.22
MONTHLY AMOUNT						\$4,897.62

FAIR MARKET VALUE LEASE 2

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2022	RXV Gas	60	60 Month	\$68.32	\$4,099.20
	2022	Hauler 1200 Gas	2	60 Month	\$128.98	\$257.96
MONTHLY AMOUNT						\$4,357.16

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	Jan. - Dec.	September	One month after delivery

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, **Bradford Creek Golf Club/ City of Greenville** current lease schedule(s) **008-0646832-102** will be terminated after **Aug 30, 2022** payment has been made provided the lease is current and in good standing.

Upon acceptance of this proposal, **Bradford Creek Golf Club/ City of Greenville** current lease schedule(s) **008-0646832-103** will be terminated after **Aug 30, 2022** payment has been made provided the lease is current and in good standing.

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, **Bradford Creek Golf Club/ City of Greenville** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

Bradford Creek Golf Club/ City of Greenville

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2021 E-Z-GO RXV Fleet and TXT Fleet gasoline or lead-acid electric vehicle (the "Vehicles") and/or battery charger purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
MAJOR SUSPENSION COMPONENTS - Steering Gearbox, steering column, shocks, struts and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
LEAD ACID DEEP CYCLE BATTERY – TXT ELECTRIC MODELS: <ul style="list-style-type: none"> • Standard Battery • Standard Battery with optional water fill system 	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
LEAD ACID DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
GAS CAR BATTERY (Gas cars with added electrical loads must be equipped with heavy duty battery)	2 years
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
SEATS - Seat bottom, seat back and hip restraints	3 years
POWERTRAIN – Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN – Electric axle	3 years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL OPTIONS AND ACCESSORIES - All options and accessories supplied by Company at time of purchase	2 years
ALL OTHER COMPONENTS - All other components supplied by Company at time of purchase	2 years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 Days
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date of:

- Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is one (1) year from the date of manufacture of the Vehicle.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the TSV Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate or improper maintenance, neglect, abuse, improper usage, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, routine scheduled oil and filter changes, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- shows indications that the charger has been modified to charge vehicles not approved for the charger;
- gasoline vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used in an application other than a fleet golf vehicle such as a Personal Transportation Vehicle (PTV), utility vehicle, or other non-fleet golf vehicle
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company for the application.



USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO NON-APPROVED GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If the Company elects to repair or replace a defective part, the Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORESEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- Claims for battery warranty replacement require specific testing, as specified by the TSV Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility;
 - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may perform vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of the warranty period.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by a Company representative prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind the Company beyond the terms of this Limited Warranty without the express written approval of the TSV Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided in a separate Statement with the Vehicle

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO EZGO.TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646534G21

Limited Warranty Terms and Conditions – TSV Commercial / Turf Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2021 Commercial / Turf vehicle (the "Vehicle") and/or battery charger purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and



labor is extended to the Original Retail Purchaser or the Original Retail Lessee (“Purchaser”) for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the “Warranty Period”):

Vehicle	Warranty Period
Cushman Commercial/Turf Vehicles (Refresher, Shuttle, Hauler, Truckster LS, LX, MS, MX, MS-E, MX-E): <ul style="list-style-type: none"> • Frame - workmanship • All other parts and components unless otherwise noted 	Lifetime 2 years
<ul style="list-style-type: none"> • INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening 	90 days
<ul style="list-style-type: none"> • Lead Acid Deep Cycle Batteries 	Earlier of 2 years or 23,000 amp hours*
<i>* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.</i>	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser’s location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date:

- of Vehicle delivery to the Purchaser’s location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner’s Manual, including but not limited to proper tire inflation, lack of charging, inadequate Lead Acid battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
 - lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
 - gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
 - shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
 - shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
 - has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline or Vehicle without installation of a heavy duty 12V battery;
 - has non-Company approved electrical accessories or electrical energy consuming devices installed on an electric powered Vehicle without installation of an adequately sized DC to DC converter to draw energy from the entire battery pack;
 - adjustments are made to the injection pump fuel delivery system or CVT system; or
 - is equipped with non-standard tires not approved by the Company.
- USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser’s sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT



LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 46529G21





City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Contract with Riverside Recreation, LLC for the Provision of Watersports Services at Wildwood Park

Explanation: Recreation and Parks staff are working on various initiatives to activate Wildwood Park, which opened to the public on October 16, 2021. The goal of staff is to activate the park with a variety of outdoor recreational programming opportunities and events. The park has a recently installed kayak launch and floating dock which provides a great opportunity for watersports activities.

In order to further promote and provide park patrons with access to watersports equipment a Request for Proposals (RFP) was issued to secure a contract from one or more vendors for the delivery of kayak/canoe/paddleboard rental services at Wildwood Park. The RFP was released to the public on March 1, 2021, re-advertised on April 12, 2021, and closed on April 19. The City received one proposal after the re-advertisement from Riverside Recreation, LLC. After meeting with Riverside Recreation, LLC, the evaluation team decided to recommend the vendor as a contracted provider of watersports services at Wildwood Park and to move forward with contract negotiations. The execution of this contract was delayed due to ongoing construction at Wildwood Park until October 2021. Watersports services will begin in the spring of 2022.

Attached is a proposed contractual agreement between the City of Greenville and Riverside Recreation, LLC for the provision of watersports services at Wildwood Park.

The following are a couple of highlights from the agreement:

The Vendor agrees to pay a monthly fee of \$200.00 to the City during the months of each April through October for the provision of watersports services at Wildwood Park.

As part of the lease agreement, Riverside Recreation will provide various outdoor recreational activities which will help City staff activate Wildwood Park. Those services include instructional classes to help introduce and educate citizens on water safety, watersports rental services (kayaks, canoes, stand up paddle (SUP) boards) and assisting with various special events held at the park. Classes planned for Wildwood Park include Beginning SUP-Boarding Class, Beginning Kayaking Class and Tandem Kayaking Class. Classes will begin in

the spring of 2022.

In addition to rental services and classes, Riverside Recreation will also offer both public and private tours for guest who would like a certified tour guide for their outdoor adventure.

The term of this Agreement shall be deemed to have begun on the Effective Date and shall continue for a three (3) year period commencing January 1, 2022 and concluding December 31, 2024 (i.e. "Initial Term"), with the City of Greenville reserving the option to renew the contract for two (2) additional one (1) year periods under the same or mutually negotiated conditions.

Fiscal Note:

The vendor agrees to pay a monthly fee of \$200.00 to the City during the months of each April through October for use of Wildwood Park to provide watersports services.

Recommendation:

Approve the contract with Riverside Recreation, LLC for the Provision of Watersports Services at Wildwood Park.

ATTACHMENTS

 [1150530 - Riverside Recreation Lease - Wildwood Park - 1 - COG.DOCX](#)

This Agreement for the provision of Watersports Services at Wildwood Park for the City of Greenville (the "Agreement") is entered into as of this _____ day of _____, 2021 (the "Effective Date"), by and between Riverside Recreation LLC (the "Vendor") and the City of Greenville, North Carolina (the "City").

RECITALS

WHEREAS, the City desires that the Vendor provide certain Watersports Services, and the Vendor desires to provide such Services; and

WHEREAS, the City and the Vendor have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS:

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- 1.1 Exhibit A Specifications for Wildwood Park Watersports Services
- 1.2 Exhibit B Riverside Recreation Proposal
- 1.3 Exhibit C Required Vendor Skills and Knowledge

2. DUTIES OF THE VENDOR:

The Vendor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.

3. DUTIES OF THE CITY:

The City shall perform those duties described in Exhibit A of this Agreement.

4. PAYMENT FOR SERVICES:

The Vendor shall submit payments to the City's Representative by the end of each month for all services provided in that month. Payments shall be submitted to the following:

City of Greenville
Recreation and Parks Department
Attn: Mark Tysinger
PO Box 7207
Greenville, NC, 27835

The Vendor agrees to pay a monthly fee of \$200.00 to the City during the months of each April through October for the provision of watersports services at Wildwood Park, as specified in the Request for Proposals for the Provision of Water Sports Services at Wildwood Park issued by the City and dated April 19, 2021.

5. TERM:

The term of this Agreement shall be deemed to have begun on the Effective Date and shall continue for a three (3) year period commencing January 1, 2022 and concluding December 31, 2024 (i.e. “Initial Term”), with the City of Greenville reserving the option to renew the contract for two (2) additional one (1) year periods under the same or mutually negotiated conditions.

6. NON-APPROPRIATION OF FUNDS:

If the City does not appropriate the funding needed by the City to make any payments under this Agreement directly to the Vendor for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Vendor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

7. TERMINATION OF CONTRACT:

7.1 Termination Without Cause:

The City or the Vendor may terminate the Agreement at any time without cause by giving thirty (30) days prior written.

7.2 Termination for Default by Either Party:

By giving written notice to the other party, either party may terminate the Agreement upon the occurrence of one or more of the following events:

7.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Agreement, provided that, unless otherwise stated in the Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

7.2.2 The other party attempts to assign, terminate or cancel the Agreement contrary to the terms hereof; or

7.2.3 The other party ceases to do business as an ongoing concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under these Agreements shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party’s assets or properties.

Any notice of default shall identify this Section of the Agreement and shall state the party's intent to terminate the Agreement if the default is not cured within the specified period.

7.3 Additional Grounds for Default Termination by the City:

By giving written notice to the Vendor, the City may also terminate the Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- 7.3.1 Failure to perform the duties as described in this Agreement and documented by the City at any location for reasons other than weather, flooding, City construction or City park closure for more than eight (8) workdays (consecutively or in aggregate) in any month during the Agreement with notice given to the Vendor by the City after day five (5); or
- 7.3.2 The Vendor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the Agreement, Vendor's Proposal, or any covenant, agreement, obligation, term or condition contained in the Agreement; or
- 7.3.3 The Vendor takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Agreement; or failure to provide the proof of insurance as required by the Agreement; or
- 7.3.4 The Vendor materially breaches the terms of any other agreement in existence between the City and the Vendor.
- 7.3.5 The City determines that the Vendor and/or any of its employee(s) knowingly or willingly violated any Federal, State, and Local laws, rules, regulations, policies and security procedures that may be detrimental to the City either on or off the lease property.

7.4 Obligations upon Expiration or Termination:

Upon expiration or termination of these Agreements, the Vendor shall promptly return to the City all materials or supplies that are owned by the City.

7.5 Substitute Performance:

The parties acknowledge that time is of the essence in performing the Services, and that if the Vendor fails to perform any part of the Services within the time frame set forth in this Agreement; the City may take any of the following actions without limiting any other remedies it may have:

- 7.5.1 Employ such means as it may deem advisable and appropriate to continue the Services with another service provider until the matter is resolved and the Vendor is again able to perform its obligations under this Agreement; and

7.5.2 Deduct any and all operating expenses reasonably incurred by the City in continuing the work from any money then due or to become due to the Vendor and, should the City's costs exceed the amount due from the Vendor, collect the net additional amount incurred by the City from the Vendor.

7.6 Cancellation of Orders and Subcontracts:

In the event this Agreement is terminated by the City for any reason, the Vendor shall upon the effective date of termination (unless the City's notice of termination directs otherwise), immediately discontinue all service in connection with this Agreement. Upon the effective date of termination, the Vendor shall be afforded the same rights, privileges, and access to the river at Wildwood Park available to the general public and other watersports vendors utilizing the loading and unloading zone for water access at Wildwood Park.

7.7 Early Termination:

As soon as practicable after receipt of notice of termination, the Vendor shall submit a statement to the City showing in detail the Services performed under this Agreement through the date of termination. In the event of termination prior to the end of the term, the Vendor agrees to compensate the City as follows:

7.7.1 The amount owed for rent on or before the date of termination in accordance with the charges set forth in this Agreement.

8. VENDOR PERSONNEL AND SUBCONTRACTORS:

8.1 City Standards of Employment:

To ensure the safety and well-being of its citizens, the City reserves the right to perform background checks at the City's expense on personnel or contracted employees assigned by the Vendor to perform services under the Agreement. The City will notify the Vendor of any concerning findings that do not conform with the City's standard employment policy. If at any time, the findings of a background check or the conduct of an employee or contracted employee negatively impacts the performance of service, creates a hostile environment for citizens or employees of the City, and/or raises concerns for safety or well-being, the City of Greenville will notify the Vendor in writing with any supporting evidence as appropriate. The Vendor will have 30 days to investigate and provide necessary remediation to cure the concern up to and including termination of the employee.

Specific causes for concern include but are not limited to: (i) unsatisfactory performance; (ii) dishonesty; (iii) belligerent conduct; (iv) lack of technical knowledge, skills or abilities; or (v) violation of City rules or policies.

If the Vendor is unable to cure the concern or provides an unsatisfactory remedy, the City has the right to terminate the contract with 30 day written notice as provided in Section 7.

Nothing in this section shall be construed to allow the City hiring or firing authority of Vendor employees.

8.2 Compliance with Procedures:

Vendor agrees that its personnel and the personnel of its subcontractors shall comply with all rules, regulations, policies and security procedures of the City when on City's premises.

8.3 Employee Services Performed:

The Vendor shall assure that its employees serve the public in a courteous, helpful and impartial manner. All employees of the Vendor shall refrain from belligerent behavior and/or profanity. Correction of any such behavior or language shall be the responsibility of the Vendor.

8.4 Non-Discrimination:

The Vendor agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability.

9. OTHER OBLIGATIONS OF VENDOR:

9.1 Work on City of Greenville Premises:

The Vendor shall ensure that its employees and agents will, whenever on the City's premises, obey all instructions and directions issued by the City, regarding City rules and policies and work on City premises.

9.2 Damage to Equipment or Facilities:

The Vendor shall be responsible for any damage to or loss of the City's equipment or facilities, which is caused by the Vendor or its agents or subcontractors.

10. RELATIONSHIP OF THE PARTIES:

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to:

10.1 Give any party the power to direct or control the day-to-day activities of the other; or

10.2 Constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or

10.3 Make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

The Vendor shall be responsible for hiring, firing, training, and otherwise supervising their employees, and shall be solely responsible for their pay and any benefits, government forms and reports, social security payments, and other necessary paperwork, all of which shall be available to the City for inspection upon seventy-two (72) hour notice. The Vendor shall comply with all state, federal, or local laws, ordinances, codes, rules, or regulations bearing on the conduct of the work including equal opportunity employment laws, OSHA regulations, minimum wage and hour regulations as set forth in the Fair Labor Standards Act, and National Fire Protection Association regulations. The Vendor shall be responsible for verification of any employee's eligibility to legally work in the United States.

11. HOLD HARMLESS AND INDEMNITY AGREEMENT:

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City, its employees, agents, and consultants against any liability arising out of or in connection with any of the operations or obligations of Vendor, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of Vendor or anyone directly or indirectly employed by them or anyone for whose acts the Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exists as to a party or person described in this paragraph.

12. INSURANCE:

The Vendor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Agreement:

Workers' Compensation Insurance:

Limits:

- Workers Compensation: Statutory for the State of North Carolina
- Employers Liability: Bodily Injury by Accident \$1,000,000 each accident
- Bodily Injury by Disease \$1,000,000 policy limit
- Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

Commercial General Liability:

Limits:

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

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations

The City must be added as an Additional Insured to the Commercial General Liability policy.

Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

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

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's Risk Manager for approval before commencing work. The Vendor shall be required to provide the City no less than thirty (30) days notice of cancellation, or any material change, to any insurance coverage required by this Agreement.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the insurance company name and NAIC number clearly identified.

The City's review or acceptance of Certificates of Insurance shall not relieve the Vendor of any requirement to provide the specific insurance coverages set forth in the Agreement. Nor shall the City's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

13.1 Warranties, Representations and Covenants:

The Vendor represents warrants and covenants that:

- 13.1.1 Each Employee provided by the Vendor shall have the qualifications, skills and experience necessary to perform the services described in the Scope of Service executed by the parties with respect to such Employee; and
- 13.1.2 All information provided by the Vendor about each Employee is accurate; and
- 13.1.3 Each Employee is an employee of the Vendor, and the Vendor shall make all payments and withholdings required for by law for such Employee.

13.2 Additional Warranties:

The Vendor further represents and warrants that:

- 13.2.1 It is a business, (if a corporation) duly incorporated, validly existing and in good standing under the laws of the state of North Carolina and qualified to do business in North Carolina; and
- 13.2.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; and
- 13.2.3 The execution, delivery, and performance of this Agreement have been duly authorized by the Vendor; and

- 13.2.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- 13.2.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.2.6 The Vendor shall not violate any agreement with any third party by entering into or performing this Agreement.

14. MISCELLANEOUS:

14.1 Entire Agreement:

This Agreement is the entire Agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

14.2 Amendment:

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.3 Approvals:

All approvals or consents required under this Agreement must be in writing.

14.4 No Publicity or Statements to the Press:

No advertising, sales promotion or other material of the Vendor or its agents or representatives may identify or reference this Agreement or the City in any manner absent the City's prior written consent. As a condition of entering into this Agreement, the Vendor further agrees to refrain from making any statement to the media regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement absent the City's prior written approval. Failure to comply with this Section by the Vendor shall constitute a material breach and, without limiting other remedies the City may have, shall entitle the City to terminate this Agreement for default.

14.5 Familiarity and Compliance with Laws and Ordinances:

The Vendor agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Vendor further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

14.6 Taxes:

The Vendor shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services, provided that if the federal government imposes

end-user usage taxes that would otherwise be payable by the City, the Vendor has the right to pass on those taxes to the City.

14.7 Non-Assign ability:

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

14.8 E-Verify Requirements:

If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the Vendor represents and covenants that the Vendor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "Vendor," "Vendor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the Vendor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

14.9 Choice of Law and Forum; Service of Process. (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. Such actions shall neither be commenced in nor removed to federal court. This subsection (i) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Vendor is not a natural person (for instance, the Vendor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Vendor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Vendor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Vendor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Vendor. This subsection (ii) does not apply while the Vendor maintains a registered agent in N.C. with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

14.10 The Vendor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance by the City's Risk Management Division is granted by the City.

Executed contract documents, insurance certifications and other information requested, are to be sent to:

Greenville Recreation & Parks Department
Attn: Mark Tysinger
City of Greenville
PO Box 7207
Greenville, N.C. 27835-7207
Email: mtysinger@greenvillenc.gov

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

CITY OF GREENVILLE:

VENDOR: Riverside Recreation LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF GREENVILLE
RECREATION AND PARKS DEPARTMENT
SPECIFICATIONS FOR
WILDWOOD PARK WATERSPORTS SERVICES

1.0 SCOPE:

- 1.1 The scope of work shall include general rental, care and maintenance of various watercraft instruments to the public to include: kayaks, canoes, stand-up paddleboards (SUP), and pedal boats. The Vendor shall receive the approval of the City before operating and serving the public with any gas-powered instruments at the Wildwood Park.

2.0 GENERAL:

- 2.1 All watercraft shall be cared for during the Agreement period, or as needed based on the Vendor's discretion.
- 2.2 Rental services shall be completed in a professional manner with the client's health in mind and shall conform to the specifications listed in this document.
- 2.3 Failure of the Vendor to meet or perform work to these specifications as determined by the Greenville Recreation and Parks Department (GRPD) shall warrant written notice to the Vendor specifying areas of nonperformance or unacceptable performance and the Vendor shall have seven (7) days to rectify stated issues. Immediate cancellation of the contract may occur if performance is not rectified in seven (7) days.
- 2.4 Within seven (7) days of notice to proceed, the Vendor must be prepared to begin work on the awarded contract.
- 2.5 It shall be understood that the rules and specifications outlined in this contract are to ensure the safety of clients, GRPD employees, and Vendor employees.

3.0 RENTAL SERVICE(S):

- 3.1 The Vendor is expected to offer rentals, in a timely manner. This timeframe will be determined by the Vendor but, must also include a period of time from April through October.
- 3.2 The GRPD will be responsible for providing the Vendor with the area at Wildwood Park specified in the RFP.
- 3.3 The Vendor shall provide all watercraft and implements required to safely execute watersport services.
- 3.4 All unused watercraft will be secured at all times. The Vendor shall ensure vessels are replaced after completing rentals.
- 3.5 The Vendor shall maintain clean, seaworthy vessels at all times during the contract period. Any vessel deemed not seaworthy shall be removed immediately, and identified for Vendor employees to recognize.

3.6 The GRPD will provide the Vendor with access to the aforementioned area, and will be granted access between the hours of 5:00 a.m. and 11:00 p.m. If the Vendor requires access after normal operating hours, clearance will need to be approved by the Parks Superintendent as soon as possible prior to the work being performed.

4.0 ADDENDUM:

4.1 Addendum: 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.

4.2 Amendment: The contract may be amended from time to time through written agreement by both parties.

4.3 Unless a contingency is deemed necessary by the Vendor or GRPD staff, all rentals are expected to be kept within the specified season. Suitable deviations include, but are not limited to inclement weather, family emergencies, natural disasters, fire, and force majeure.

4.4 At no point shall the Vendor be permitted to remove or manipulate, from park grounds, any amenity or barricade with the exception that the GRPD deem it necessary for completing rentals in the execution of this contract. This will need to be cleared with the GRPD prior to removing any item.

Required Vendor Skills and Knowledge

The Vendor must be an experienced and competent in the rental, training, and leasing or various non-motorized watercraft. Specific skills include, but not limited to:

- ACA level II certification for Coastal Kayaking
- CPR and First Aid Certifications
- Understanding and utilizing available, real time data as a tool to determine the safety of renting vessels to the public during elevated river levels. This may be but, is not limited to, river level predictions, current flow rate, water temperature, and air temperature.
- North Carolina Wildlife Resources Commission Safety requirements for non-motorized vessels
- Hazard recognition and mitigation for clients using rental vessels. The Vendor shall make every reasonable effort to inform clients of potential hazards, and inform them of the proper rules of the road regarding navigable waters.
- Vessel safety limits as established by the US Coast Guard or the vessel manufacturer regarding weight, gear, and person(s)
- Proper techniques for fitting participants with a personal flotation device
- Proper etiquette when utilizing a public facility in the execution of contract requirements
- The ability to safely load and offload clients from vessels



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Acceptance of Donation of Heart Sculpture from Pitt County Arts Council

Explanation: The "Low-Poly Open Heart (REDI)" sculpture by Matthew Duffy was selected through the DownEast National Juried Outdoor Sculpture Exhibition and placed in front of City Hall in January 2021. Selected sculptures in the DownEast Sculpture Exhibition are placed for one year.

The Civic Arts Committee approved a recommendation from the Pitt County Arts Council to apply for a grant through a private foundation to purchase the sculpture and donate it to the City as a permanent acquisition. The grant was approved by the private foundation, and the Pitt County Arts Council will purchase the sculpture and donate it to the City of Greenville for it to remain at City Hall, if approved by City Council.

Fiscal Note: No cost to the City of Greenville. The sculpture, valued at \$25,000, will be purchased by the Pitt County Arts Council, through a grant from a private foundation, and donated to the City upon approval by City Council.

Recommendation: Accept the donation of the Heart sculpture from the Pitt County Arts Council

ATTACHMENTS

 [PCAC_CITY HALL HEART SCULPTURE.pdf](#)



**CIVIC ARTS COMMITTEE
RECOMMENDATION FOR PUBLIC ART
PLACEMENT ON PUBLIC PROPERTY**

REQUESTED

AGENDA DATE: November 8, 2021 City Council Workshop 4:00pm to present
December 6, 2021 City Council Meeting 6:00pm for action

PROJECT: Permanent Acquisition of Sculpture to remain in front of City Hall

LOCATION: City Hall

TYPE OF ART: Large scale sculpture

PROJECT TYPE: Commission RFP RFQ Community
 Donation Competition

ARTIST AND
TITLE:

Matthew Duffy, "Low-Poly Open Heart (REDI)"

PROJECT
STATEMENT:

n/a

SIZE ESTIMATE: 5'x2'x2'

SELECTION
PROCESS:

Originally this artwork was chosen through a national competition/RFP process posted on a national call for entries platform Café for the DownEast National Juried Outdoor Sculpture Exhibition. There were 98 entries from across the country. Jurors Tom Drugan and Laura Haddad have reduced the list to 20 acceptable entries. The DownEast/ Greenway Sculpture subcommittee was formed to make initial recommendations. The Civic Arts Committee approved these recommendations on 12/01/2020. The Civic Arts Committee then approved the recommendation to apply for a grant through a private foundation to be able to purchase the sculpture and donate it to the City of Greenville as a permanent acquisition. This grant was approved, and the Pitt County Arts Council would like to purchase the sculpture and donate it to the City of Greenville.

COMMITTEE'S
COMMENTS:

The Pitt County Arts Council Board of Directors and the Civic Arts Committee are honored to present the donation of Matthew Duffy's sculpture "Low-Poly Open Heart" to the City of Greenville. Both the Civic Arts Committee and Pitt County Arts Council Board of Directors have approved this donation through the receipt of a grant from a private foundation. This sculpture is seen as both a representation of the love of our City but also the love and kindness for our all of our community members. The sculpture has already been embraced by our citizens and tourists who post selfies, engage with it, and appreciate it.

SURFACE/
MATERIALS:

Sculpture is placed on a concrete pedestal.

IMPLEMENTATION
TIMEFRAME:

Permanent acquisition. The sculpture to remain in place past the February 2022 proposed rotation date.

STAKEHOLDERS/
PARTNERS/
SUPPORTERS:

Pitt County Arts Council at Emerge
City of Greenville Public Works Department (logistics)

PROJECT
BUDGET:

\$25,000

COST TO CITY:

\$0

FUNDED BY:

Pitt County Arts Council at Emerge through a grant from a private local foundation

IMPLEMENTATION
PROCESS:

Sculpture is already in place. Nothing additional is required.

MAINTENANCE:

Artist has agreed to touch up and provide maintenance from non-vandalism issues for up to 3 years of purchase.

CIVIC ARTS
RECOMMENDS:

It is the recommendation of the Civic Arts Committee to approve the acquisition of Matthew Duffy's "Low-Poly Open Heart (REDI)" and for it to remain in front of City Hall.

ATTACHMENTS:

Image of Matthew Duffy's "Low-Poly Open Heart (REDI)"



Photo Courtesy of Aaron Hines/City of Greenville

“Low-Poly Open Heart (REDI)”

Matthew Duffy

Washington, DC

5'x2'x2'

Welded Laser-Cut Aluminum Diamond Plate, Tractor Paint

Location: City Hall



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Continued from November 8, 2021 - Resolution authorizing a lease agreement with American Legion Post 160 for the property and improvements known as the Old West End Fire Station located at the northeast corner of Chestnut Street and North Skinner Street, being a portion of Tax Parcel #28982

Explanation: American Legion Post 160 has been leasing the Old West End Fire Station located on the northeast corner of Chestnut Street and North Skinner Street since 1982. The Post uses the building for its meetings and activities and allows other groups to use it for meetings and activities. The annual lease payment is \$1, but the Post is responsible for all repairs, maintenance, and utilities expenses.

The previous lease was for a five-year term of March 1, 2015 through February 29, 2020. The lease has expired, and the Post wishes to enter into a new lease to allow for continued use of the property. The attached letter from the Post requests that they be allowed to lease the property for 5-10 years.




The proposed lease is for a five-year period under basically the same terms as the previous lease with an option for the Post to continue the lease for another five (5) years after the expiration of the initial five-year term. The required notice of the intent to authorize the lease has been published. A copy of the proposed lease is attached.

The attached resolution approves the lease agreement with American Legion Post 160 for the property currently known as the Old West End Fire Station located on the northeast corner of Chestnut Street and North Skinner Street for a term of five (5) years commencing on October 11, 2021, and terminating on October 10, 2026, with an option for an additional five (5) years, for the annual rental sum of one dollar (\$1) and does further authorize the City Manager to execute said lease agreement.

Fiscal Note: \$1 to be received as an annual lease payment

Recommendation: Approval of the resolution authorizing the lease agreement with the American Legion Post 160 and authorizing the City Manager to execute the lease agreement

ATTACHMENTS

-  [American Legion Request for Lease.pdf](#)
-  [Resolution Approving Lease with American Legion.pdf](#)
-  [Lease Agreement with American Legion.pdf](#)

RECEIVED



PASICO NORFLEET
AMERICAN LEGION POST 160
PO BOX 1543, GREENVILLE, NORTH CAROLINA 27835

JUL 26 2021

CITY MANAGER'S OFFICE

July 26, 2021

Ms. Ann E. Wall, City Manager

Greenville, NC 27834

Dear Ms. Wall

In response to your letter dated June 8, 2021, we at Pasico Norfleet Post 160 would definitely want to renew our lease for a period of five (5) to ten (10) years.

Please find enclosed a check for \$10.00 to show that the American Legion Post 160 wishes to execute a new lease.

If any further information is necessary, please contact Curtis Best, Post Commander at 2552-756-7519.

Best regards,

Curtis Best, Commander

Pasico Norfleet Post 160

RESOLUTION NO. ___-21
RESOLUTION APPROVING A LEASE AGREEMENT WITH
AMERICAN LEGION POST 160

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease; and

WHEREAS, the required notice has been published and the City Council is convened in a regular meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with American Legion Post 160 for the property currently known as the Old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and North Skinner Street, being a portion of Tax Parcel #28982, for a term of five (5) years commencing on October 11, 2021, and terminating on October 10, 2026, with an option for an additional five (5) years, for the annual rental sum of one dollar (\$1).

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute said Lease Agreement and the City Manager is authorized to negotiate any additional terms necessary for the lease that are in the best interest of the City not inconsistent with the terms herein.

This the 11th day of October, 2021.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

#1141761

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the 11th day of October, 2021, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and American Legion Post 160, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A building known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and N. Skinner Street, and a specific tract of land upon which the building is located and immediately abutting the building being bounded on the south by the northern right-of-way of Chestnut Street, on the west by the eastern right-of-way of N. Skinner Street, on the north by a line parallel with Chestnut Street forty (40) feet north of the backline of the building, and on the east by a line parallel with N. Skinner Street twenty (20) feet east of the east side of the building at the bottom of the swale, and further described as being a portion of Tax Parcel 28982.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for five (5) years, commencing on the 11th day of October, 2021, and expiring on the 10th day of October 2026. Provided that all conditions of this Lease Agreement have been properly complied with by the LESSEE, the LESSEE may at its option extend the term of this Lease Agreement for an additional term of five (5) years by giving to the LESSOR written notice of its intention to do so not later than the 1st day of August, 2026, and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of October of each year. Rent payments shall be delivered to the City Manager of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall use the leased premises for meetings and sponsored functions of the LESSEE and for other meetings and functions specifically approved by the LESSEE. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR.

4. Additional Limits and Conditions.

In addition to the restrictions on the use of the leased premises set forth in paragraph 3, the LESSEE agrees to the following limits and conditions governing the use of the leased premises:

- a. The possession of and use of alcoholic beverages is prohibited on the leased premises, except for scheduled social functions of the LESSEE held exclusively for the members and guests of the LESSEE.
- b. All use of the leased premises must cease by 9:00 PM, except for scheduled social functions of the LESSEE held exclusively for members and guests of the LESSEE and scheduled meetings of the LESSEE held exclusively for members and guests of the LESSEE.
- c. There shall be no music or sound at the leased premises which violates the provisions of the Noise Control Ordinance contained in Chapter 5 of Title 12 of the Greenville City Code.
- d. Persons not participating in scheduled meetings or functions or activities at the leased premises will not be allowed to loiter on the premises and will be considered as trespassers.

5. Trespass Agreement.

LESSEE shall complete and file with the Greenville Police Department a Trespass Agreement which authorizes Greenville Police Department officers to remove and/or arrest trespassers upon the leased premises. LESSEE shall ensure that the Trespass Agreement is kept current and effective during the term of this Lease Agreement.

6. Use as Polling Site.

LESSOR specifically reserves the right to use the leased premises as a voting polling place when needed.

7. Activities Report.

Within thirty (30) days of a request by the LESSOR, the LESSEE shall provide a written report to the LESSOR on the meetings, functions, and activities occurring on the leased premises during the term of this Lease Agreement.

8. Signage.

No signs shall be erected on the leased premises without the prior written approval of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that LESSEE shall be permitted to install a sign, subject to the approval of the LESSOR, to identify the building as being occupied by American Legion Post 160.

9. Acceptance of Leased Premises.

The LESSEE agrees to accept the leased premises in its present physical condition.

10. Repairs and Maintenance.

The LESSEE shall, at its expense, be responsible for all maintenance and repairs, both major and minor, of the leased premises. The responsibility of the LESSEE includes, but is not limited to, the following maintenance of the leased premises:

- a. Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- b. Maintenance of lawns.
- c. Fire extinguisher servicing, pest control, and outside trash disposal.

The LESSEE shall, at its expense, be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made.

The LESSEE shall, at its expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant, and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

11. Annual Inspection:

During the term of this Lease Agreement, the LESSEE and LESSOR shall make an annual inspection of the leased premises to determine the state of maintenance and repair and to discuss any mutual concerns regarding the upkeep and maintenance of the leased premises. The Fire Marshal, Chief Building Inspector, Building and Grounds Superintendent of the Public Works Department, and Risk Manager, or their designees, shall represent the LESSOR in the annual inspection. The Post Commander or his designee shall represent the LESSEE in the annual inspection. Other employees of the LESSOR or members of the LESSEE may participate in the inspection.

12. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

13. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

14. Taxes and Assessments.

LESSEE shall pay any taxes or assessments imposed on the leased premises during the term of this LEASE. In addition, LESSEE shall be responsible for any taxes imposed on the property of LESSEE used on the leased premises.

15. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

16. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

17. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

18. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs, functions, and activities conducted or approved by the LESSEE on or within the demised premises.

19. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

20. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

21. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the leased premises or upon the right, title, or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify, and save harmless the LESSOR from and in respect of any and all such claims.

22. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

23. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold, and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

24. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
Post Commander
American Legion Post 160
P.O. Box 1543
Greenville, NC 27835

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

25. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

26. Amendment.

This Lease Agreement shall not be altered, amended, or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

27. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

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

CITY OF GREENVILLE

BY: _____
Ann E. Wall, City Manager

AMERICAN LEGION POST 160

BY: _____
Curtis L. Best, Post Commander

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Ann E. Wall, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Curtis L. Best, Post Commander of American Legion, Post 160, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Amendment to the CDBG-CV Small Business Assistance Program

Explanation: Under the CARES Act, the City received two rounds of Community Development Block Grant (CDBG-CV) funding specifically for Coronavirus response and recovery efforts totaling \$1,164,559. These funds have been designated in the 2020 Annual Action Plan for rental assistance, business assistance, non-profit support and related administrative costs. On April 1, 2021, staff began accepting applications for both the Emergency Rental Assistance and Small Business Assistance Programs.

The initial business assistance allocation was \$672,802. To date, fourteen (14) awards have been approved for Greenville businesses totaling \$184,516.78. The Small Business Assistance Program reimburses eligible applicants up to \$15,000 for rent/mortgage payments, employee wages, or business insurance expenses incurred on or after December 1, 2020. While many local businesses have received awards from other assistance programs, such as the Paycheck Protection Program (PPP), many seeking recovery assistance from the City are reporting eligible expenses that exceed the existing award amount. Potentially eligible expenses denied reimbursement due to the existing award cap total \$303,768.44.

Staff recommends increasing the Small Business Assistance program award cap, as permissible by the US Department of Housing and Urban Development, from \$15,000 to \$50,000 to further meet the needs to affected businesses. The program was temporarily suspended on November 15, 2021 with intent to reopen following consideration of an amendment to the maximum award.

Fiscal Note: The original budget allocation for the Small Business Assistance program was \$672,802. There is a remaining balance of \$488,285.22.

Recommendation: Staff recommends increasing the maximum award cap for the Small Business Assistance program from \$15,000 to \$50,000.



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Approval of 2021 HOME Investment Partnership Funds Commitment for a Multi-family Rental Housing Development

Explanation: Provision of affordable housing is an identified priority of the adopted 2018 Consolidated Plan. Partnerships involving an allocation of City of Greenville HOME program funds with developments that also use the NC Low Income Housing Tax is a common partnership development method utilized. Since 2010, the City of Greenville has partnered with affordable housing developers that have produced over 264 units of affordable housing. On August 25, 2021, Housing staff issued a call to developers to allow interested developers to submit proposals for funding considerations. On September 21, 2021, one request was received from the Taft-Mills Group. The Taft-Mills Group, an affiliate of Greenville-based Taft Family Ventures, was successful in their submission of Arlington Trace to the North Carolina Housing Finance Agency (NCHFA) for Low-Income Housing Tax Credits (LIHTC). The site is located off Dickinson Avenue, near the intersection of Arlington Boulevard where future development proposes one hundred percent of the units developed be available to households with incomes at or below 60% of the area median income (AMI) adjusted for family size. A family of four (4) at 60% AMI would earn \$38,040 annually. The proposed development will consist of eighteen (18) one-bedroom, one hundred and two (102) two-bedroom, and sixty (60) three-bedroom units with rents ranging from \$642-\$897.

Of the 180 units, 10% will be set aside for vulnerable populations at higher risk of homelessness. The 18 unit set-aside is intended to provide units meant to serve veterans and victims of domestic violence seeking transitional housing. The goal in having designated units is designed to promote the development of affordable housing while proactively working alongside local providers who are skilled in the delivery of supportive services. The ultimate goal of the set-aside effort is to provide residents with an environment that is safe, stable, and promotes independence. Taft-Mills Group successfully partnered with the City of Greenville in 2017 and completed Park Place Commons a development of 88-units of affordable housing for elderly citizens (using HOME funds and the NC Low Income Tax Credit program). Taft-Mills has received approval from the NC Housing Finance Agency for the project.

Assistance will be in the form of a forgivable loan of \$1,000,000 amortized over a 30-year period with the agreement to maintain affordability for all of the residents during that period. The funding will be appropriated from the City of

Greenville HOME program funds and will be used to assist with the development of the project to maintain its affordability. Other affordable housing developments funded by the City of Greenville in similar partnership arrangements include Crystal Springs, Nathaniel Village, Winslow Point, and Park Place Commons.

The submission by Taft-Mills was found to be complete and met the award criteria. The Affordable Housing Loan Committee recommended approval during their November 10, 2021, meeting.

The recent decrease in Pitt County's AMI caused a reduction in rents, and thus a sizable financing gap. The developer's initial request of \$1,800,000 exceeded the advertised HOME commitment of up to \$1,000,000 for the Low-Income Housing Tax Credit program. If awarded, the financial gap will be addressed and Arlington Trace will be positioned to begin construction in Spring 2022. The total cost for the development is estimated to be \$28,779,927.

Fiscal Note: The requested commitment of \$1,000,000 in HOME Investment Partnership funds is available.

Recommendation: Staff recommends that City Council approve staff develop, execute, and sign terms of a development agreement with Taft-Mills Group for Arlington Trace utilizing \$1,000,000 HOME fund commitment.

ATTACHMENTS

-  [Arlington Trace.pdf](#)
-  [Arlington Trace FULLY executed 42m.pdf](#)



631 Dickinson Avenue, Greenville, North Carolina 27834

September 21, 2021

Tiana Berryman, Housing Administrator
The City of Greenville Planning and Development Services Department
201 W. Fifth Street
Greenville, N.C. 27834

**Re: Arlington Trace – City of Greenville Funding
Letter of Introduction**

Dear Ms. Berryman:

Thank you for allowing us the opportunity to submit the attached request for funding for our proposed Arlington Trace community. Arlington Trace, once completed, will be a 180-unit development that will provide modern, safe, well located rental units that are affordable to families earning 60% or less of Pitt County's Area Median Income ("AMI").

As proposed, the Arlington Trace development will consist of eighteen (18) one-bedroom, one hundred and two (102) two-bedroom and sixty (60) three-bedroom unit(s). The units will range in size from approximately 802-1,169 square feet and will have rents ranging from \$642-\$897. This development represents a nearly \$29 million dollar investment in our community and provides much-needed affordable housing in an area that is well located with access to grocery stores, banking, retail, restaurants and numerous employers. The site is also in close proximity to a public bus stop. The proposed development will be deed restricted to provide affordable units to residents of Greenville/Pitt County for a minimum of thirty years.

Arlington Trace received an allocation of tax credits from the North Carolina Housing Finance Agency ("NCHFA") during the most recent funding cycle. In addition, the development has secured a bond funding resolution through the Housing Authority of the City of Greenville. However, a recent reduction in Pitt County's AMI caused a reduction in rents between submission to NCHFA of our preliminary and final funding applications. The reduction in rents, coupled with underwriting reductions made by NCHFA during their review process, has created a sizable financing gap. In an effort to address the aforementioned gap, we are respectfully asking the City of Greenville to provide supplemental financing in the amount of \$1.8 million dollars (\$10,000 per unit). If awarded these funds, the financial gap will be addressed and Arlington Trace will be positioned to begin construction in early Spring of 2022.

As part of our proposal, we anticipate setting aside 10% of our total units to serve Veterans, Victims of Domestic Violence seeking transitional housing and residents who are transitioning away from homelessness. The goal in setting aside units is designed to promote the development of affordable housing while proactively working alongside local providers who are skilled in the delivery of supportive services. The ultimate goal of this set-aside effort is to provide residents with safe and stable housing that promotes an environment where they can live as independently as possible.

Our firm, Taft-Mills Group ("TMG"), is based in Greenville and will own and asset manage the proposed development. TMG was formed in 2014 by Thomas F. Taft, Sr. and Dustin Mills and has quickly grown to be one of the top developers of affordable housing in the country. Mr. Mills has been in the affordable housing industry for more than twenty-three years and has developed more than ninety LIHTC communities totaling more than \$400 million in total development cost.

TMG's primary business focus is developing affordable housing communities throughout North & South Carolina, Virginia and Maryland. To date, TMG has received funding for the development of fifteen LIHTC (12-9% and 3-4%) deals which total 1,487 units. Six communities are in operation, four are under construction, and five are awarded and in the pre-development stage. Currently we have 922 units either in operations or in construction. Our overall occupancy rate on the six operating properties is 97.6% and by the middle of 2022 we will have ten operating properties and five communities under construction. In 2021, we were honored that Affordable Housing Finance Magazine ranked Taft-Mills Group as the 33rd largest developer of affordable housing nationwide.

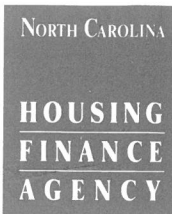
In closing, we are excited about the opportunity to develop Arlington Trace as it will provide much-needed, new construction affordable housing that will serve residents of Greenville/Pitt County. Also, we believe that our commitment to setting aside units that will directly serve Veterans, Victims of Domestic Violence and those experiencing homelessness is much needed and will benefit the greater good of our community. Finally, due to changes outside of our control, a funding gap exists that directly jeopardizes the proposed project's financial feasibility. The City of Greenville's supplemental funding will play an integral role in ensuring that this proposed development becomes a reality. By investing in Arlington Trace, the City of Greenville will be getting high quality, safe and affordable housing that will serve many residents of our city who are in need.

Thank you in advance for your review and consideration. If you have any additional questions or need further details, please don't hesitate to contact me directly at (252) 916-2691.

Warmest Regards,



Dustin T. Mills
President



August 24, 2021

A self-supporting
public agency

Arlington Trace, LLC
P.O. Box 566
Greenville, NC 27835

Scott Farmer
Executive Director

RE: Arlington Trace
Greenville, Pitt County

PO Box 28066
Raleigh, NC
27611-8066

3508 Bush Street
Raleigh, NC
27609-7509

Tel. 919-877-5700
Fax. 919-877-5701
www.nchfa.com

The North Carolina Federal Tax Reform Allocation Committee (Committee) has reviewed the staff recommendation of the North Carolina Housing Finance Agency (Agency) on your application and, pursuant to Section 143-433.6 et seq. of the North Carolina General Statutes, has approved your request for allocation capacity totaling \$16,000,000 under the Unified Volume Limitations imposed by the tax-exempt bond Tax Reform Act of 1986, signed on October 27, 1986. This allocation is made from the 2021 annual resource and is made with the understanding that it is to be used for the project referenced above (Project). Any unused portion of the allocation will revert back to the statewide pool and private activity bond capacity for future allocations.

While neither the Committee nor the Agency purport to be engaged in the practice of law, and are unable to make any conclusion of the law, we certify that (a) the aggregate face amount of bonds in this issue, when added to the aggregate face amount of tax-exempt private activity bonds issued in the 2021 calendar year by authorities in North Carolina which have received an allocation of volume capacity from this Committee, does not exceed the 2021 Unified Volume Limitation for North Carolina, and (b) that based on facts now available, those bonds meet the requirements of Section 146 of the Internal Revenue Code and Treasury Regulation 1.149(e)-1(b).

This allocation of 2021 volume cap will expire on December 31, 2021.

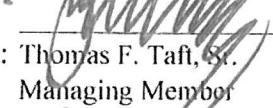
In addition, as provided in Section 42(m) of the Code, the Project will be entitled to claim approximately \$1,351,863 in annual low income housing tax credits (Credits). The Committee finds that the Project meets the requirements of the 2021 Low-Income Housing Tax Credit Qualified Allocation Plan. The type of building(s) to which such Credits relate is New Construction. The actual Credit amount may be more or less, depending upon the applicable federal rate and qualified basis. This determination of eligibility for Credits is subject to the following conditions:


1. Submission of a final cost certification acceptable to the Agency and a copy of the recorded Low-Income Occupancy Extended Use Agreement.
2. Payment of a monitoring fee for this Project at the time of placement in service certification in the amount of \$1,220 per unit.

3. Submission to the Agency of confirmation that a representative of the Project owner and management agent have attended a low income housing tax credit compliance seminar sponsored by the Agency or a sponsor acceptable to the Agency.
4. Accuracy of the facts and compliance with representations contained in the Project's application as approved by the Agency.
5. Completion of the construction as depicted on the site layout, floor plan and elevations contained in the Project's application as approved by the Agency.

Failure to comply with any of the above conditions, unless waived in writing by the Agency, will preclude the Project from being eligible for Credits. The final allocation of Credits will be subject to review and analysis of the financial needs of the Project after the submission of final cost certification information to the Agency pursuant to Code Section 42(m)(2)(D).

Owner: Arlington Trace, LLC, a North Carolina Limited Liability Company
By Arlington Trace MM, LLC, its Managing Member
By Taft-Mills Group, LLC, its Managing Member

By: 
Name: Thomas F. Taft, Sr.
Title: Managing Member
Date: September 22, 2021 ~~2024~~

Committee: 
Scott Farmer, Administrative Agent for
North Carolina Federal Tax Reform Allocation Committee
Date: 9/30, 2021 ~~2024~~



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Review of Proposed Projects Funded with American Rescue Plan Act Funding

Explanation: Over the last several months, staff has presented an overview to City Council of a Proposed Appropriation Plan for the use of American Rescue Plan Act (ARPA) funding. At the November 8, 2021 City Council Workshop, staff presented an overview of the proposed plan as well as information related to various items for which Council had requested additional information. The items for which additional information was requested included Essential Employee Premium Pay, MWBE Disparity Study, a Non-Profit Grant Program, and an Outdoor Regional Multi-Purpose Sports Complex.

At the November 8th Workshop, staff also discussed that there was pending legislation that had been approved by the United States Senate that would allow local governments more flexibility in the use of ARPA funding for such infrastructure projects as street improvements. Staff communicated that the Federal bill in question was now in the United States House of Representatives and there was no known timeframe for the bill to be brought forward for debate and/or vote. Council discussed waiting until more information became available from the Federal Government related to the pending legislation before moving forward to approve a formal Appropriation Plan.

Council did discuss at the Workshop that approval of an overall Appropriation Plan was not necessary in order to move forward with the funding of select initiatives. Council requested staff bring back to the December City Council meeting information related to three potential funding priorities so as to be considered for immediate funding. The three potential funding items include:

- Essential Employee Premium Payment
- Thomas Foreman Park Campus Expansion
- Greenfield Terrace Community Center Improvements.

At the December 6, 2021 City Council meeting staff will present information related to each of the three funding items for Council discussion.

Fiscal Note: ARPA funding for each of the three potential funding items has been proposed at approximately:

Essential Employee Premium Payment: \$300,000 - \$600,000
Thomas Foreman Park Campus Expansion: \$1,600,000

Greenfield Terrace Community Center Improvements: \$500,000 - \$600,000

Recommendation: Council Receive Information Related to Potential Funded Items



City of Greenville, North Carolina

Meeting Date: 12/06/2021

Title of Item: Budget Ordinance Amendment #5 to the 2021-22 City of Greenville Budget (Ordinance #21-035) and Capital Projects Funds (Ordinance #17-024)

Explanation: Attached for consideration at the December 6, 2021 City Council meeting is an ordinance amending the 2021-22 City of Greenville Budget (Ordinance #21-035) and Capital Projects Funds (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 record carryover from Fiscal Year 2020-21 related to Phase 2 of Wildwood Park development	General Fund Rec & Parks Capital Projects	\$451,000
B	To allocate funding for the purchase of new communications equipment for the Fire/Rescue Department	Fire/Rescue Capital Projects	\$1,154,054

Fiscal Note: The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2021-22 Original Budget</u>	<u>Amendment #5</u>	<u>2021-22 Budget per Amendment #5</u>
General	\$92,685,505	\$451,000	\$93,136,505
Debt Service	7,012,030	-	7,012,030
Public Transportation (Transit)	3,280,248	-	3,280,248
Fleet Maintenance	5,388,888	-	5,388,888
Sanitation	8,200,307	-	8,200,307
Stormwater	9,399,890	-	9,399,890

Housing	1,973,978	-	1,973,978
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	7,258,784	-	7,258,784
Facilities Improvement	1,570,546	-	1,570,546
Fire/Rescue Capital Projects	7,178,700	1,154,054	57,345,922
Recreation & Parks Capital Projects	9,409,705	451,000	9,860,705

Recommendation: Approve Budget Ordinance Amendment #5 to the 2021-2022 City of Greenville Budget (Ordinance #21-035) and Capital Projects Funds (Ordinance #17-024).

ATTACHMENTS

 [BA__5.xlsx](#)

ORDINANCE NO. 21-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#5) Amending the 2021-22 Budget (Ordinance #21-035)
and the Capital Projects Funds (Ordinance #17-024)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #5				
	2021-22 Revised Budget	A.	Total Amend #5	2021-22 Budget per Amend #5
ESTIMATED REVENUES				
Property Tax	\$ 36,938,258	\$ -	\$ -	\$ 36,938,258
Sales Tax	22,913,854	-	-	22,913,854
Video Prog. & Telecom. Service Tax	783,083	-	-	783,083
Rental Vehicle Gross Receipts	170,995	-	-	170,995
Utilities Franchise Tax	6,700,000	-	-	6,700,000
Motor Vehicle Tax	1,734,556	-	-	1,734,556
Other Unrestricted Intergov't	877,968	-	-	877,968
Powell Bill	2,123,924	-	-	2,123,924
Restricted Intergov't Revenues	665,800	-	-	665,800
Licenses, Permits and Fees	4,595,521	-	-	4,595,521
Rescue Service Transport	3,200,000	-	-	3,200,000
Parking Violation Penalties, Leases,	150,000	-	-	150,000
Other Sales & Services	314,868	-	-	314,868
Other Revenues	757,162	-	-	757,162
Interest on Investments	744,389	-	-	744,389
Transfers In GUC	6,579,431	-	-	6,579,431
Appropriated Fund Balance	3,394,910	451,000	451,000	3,845,910
Transfer from Debt Service	40,786	-	-	40,786
Total Revenues	\$ 92,685,505	\$ 451,000	\$ 451,000	\$ 93,136,505
APPROPRIATIONS				
Mayor/City Council	\$ 506,207	\$ -	\$ -	\$ 506,207
City Manager	3,242,168	-	-	3,242,168
City Clerk	247,565	-	-	247,565
City Attorney	646,989	-	-	646,989
Human Resources	3,121,045	-	-	3,121,045
Information Technology	3,282,171	-	-	3,282,171
Engineering	4,901,989	-	-	4,901,989
Fire/Rescue	16,552,018	-	-	16,552,018
Financial Services	2,839,736	-	-	2,839,736
Recreation & Parks	7,430,946	-	-	7,430,946
Police	28,405,326	-	-	28,405,326
Public Works	7,115,801	-	-	7,115,801
Planning & Development	3,252,194	-	-	3,252,194
OPEB	600,000	-	-	600,000
Contingency	10,000	-	-	10,000
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
Total Appropriations	\$ 80,203,268	\$ -	\$ -	\$ 80,203,268
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 12,482,237	\$ 451,000	\$ 451,000	\$ 12,933,237
Total Other Financing Sources	\$ 12,482,237	\$ 451,000	\$ 451,000	\$ 12,933,237
Total Approp & Other Fin Sources	\$ 92,685,505	\$ 451,000	\$ 451,000	\$ 93,136,505

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:

	2021-22 Revised Budget	A.	Total Amend #5	2021-22 Budget per Amend #5
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 224,507	\$ -	\$ -	\$ 224,507
Transfer from General Fund	1,241,312	451,000	451,000	1,692,312
Transfer from Capital Reserve	128,822	-	-	128,822
Transfer from CD Cap Project Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	30,000
Special Donations	132,000	-	-	132,000
Miscellaneous Revenue	560,148	-	-	560,148
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	6,274,919	-	-	6,274,919
Total Revenues	\$ 9,409,705	\$ 451,000	\$ 451,000	\$ 9,860,705
APPROPRIATIONS				
Water Sports Facility Project	\$ 306,325	\$ -	\$ -	\$ 306,325
Wildwood Park	3,288,612	451,000	451,000	3,739,612
Transfer to General Fund	9,000	-	-	9,000
Eppes Remodel	1,350,000	-	-	1,350,000
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,261,385	-	-	4,261,385
GAFC Bathrooms	125,000	-	-	125,000
Transfer to Other Fund	24,383	-	-	24,383
Total Appropriations	\$ 9,409,705	\$ 451,000	\$ 451,000	\$ 9,860,705

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

	2021-22 Revised Budget	B.	Total Amend #5	2021-22 Budget per Amend #5
ESTIMATED REVENUES				
Debt Proceeds	\$ 6,698,700	\$ 1,154,054	\$ 1,154,054	\$ 7,852,754
Sale of Property	480,000	-	-	480,000
Total Revenues	\$ 7,178,700	\$ 1,154,054	\$ 1,154,054	\$ 8,332,754
APPROPRIATIONS				
Fire Station #7	\$ 6,463,500	\$ -	\$ -	\$ 6,463,500
Fire Station #1 Bay Extension	715,200	-	-	715,200
F/R Communication Equipment	-	1,154,054	1,154,054	1,154,054
Total Appropriations	\$ 7,178,700	\$ 1,154,054	\$ 1,154,054	\$ 8,332,754

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

Adopted this 6th day of December, 2021

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk