



Agenda

Greenville City Council

November 10, 2014
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Glover

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **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.

VI. Consent Agenda

1. Minutes from the October 6 and October 9, 2014 City Council meetings
2. Ordinance Amending the Open Burning Ordinance and the Manual of Fees for Burn Permits
3. Amendment to the position allocation in the Public Works Department Sanitation Division
4. Establishment of fair market value for a City-owned property located at 1213 Chestnut Street

5. Establishment of fair market value for City-owned properties located at 202/204 Cadillac Street, 1304 West Third Street, and 1306 West Third Street
6. Encroachment agreement with DeNovo Constructors, Inc. to encroach upon the property of the City of Greenville located at 200 Staton Road, being known as Fire Station #4, to install a ground water monitoring well
7. Water Capital Projects Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's NCDOT Tenth Street Connector Project
8. Supplemental agreement with the North Carolina Department of Transportation for additional funding for the Green Mill Run Greenway Phase 2 Extension Project and extension of the project completion date to June 30, 2016
9. Resolution declaring a ball field dragging machine as surplus and authorizing its disposition to J.H. Rose High School
10. Resolution declaring one 1988 Pierce Pumper Fire Truck and one 1993 Pierce Ladder Truck as surplus property and authorizing disposition to Pitt Community College
11. Agreement with Greenville Auto Auction to sell surplus City vehicles
12. Resolution to execute and deliver the Installment Financing Agreement for the second year borrowing on a three-year plan for the acquisition of Sanitation recycling roll-out carts
13. Approval of sole-source purchase of Viewu body-worn cameras for the Police Department
14. Report on Bids and Contracts Awarded
15. Various tax refunds greater than \$100
16. Budget ordinance amendment #3 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

VII. New Business

17. Presentations by Boards and Commissions
 - a. Historic Preservation Commission
18. Contract Amendment for Design-Build Services for the Greenville Convention Center Renovation and Expansion
19. Tar River Legacy Plan Presentation and Report

20. Resolution Accepting a State Revolving Loan Offer Relating to the Town Creek Culvert and BMP Retrofit Project

21. Recommendation regarding Town Common Improvement Options

VIII. Review of November 13, 2014, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

22. Naming of 4th Street Parking Garage

23. Report on Code Enforcement Division

24. Report on Animal Protective Services

XI. Adjournment



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Minutes from the October 6 and October 9, 2014 City Council meetings

Explanation: Proposed minutes from City Council meetings held on October 6 and October 9, 2014, are presented for review and approval.

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

Recommendation: Review and approve minutes from City Council meetings held on October 6 and October 9, 2014.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Proposed Minutes of October 6 2014 City Council Meeting_989590](#)

[Proposed Minutes of the October 9 2014 City Council Meeting_990376](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, OCTOBER 6, 2014



The Greenville City Council met in a regular meeting on the above date at 6:00 p.m. in the Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Mayor Thomas and the Pledge of Allegiance to the flag.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Calvin R. Mercer; Council Member Kandie D. Smith; Council Member Rose H. Glover; Council Member Marion Blackburn; Council Member Rick Smiley; and Council Member Richard Croskery

Those Absent: None

Also Present:

Barbara Lipscomb, City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb informed the City Council of one change to the agenda, stating that a request has been received for an additional Closed Session item of consultation with City Attorney David Holec.

Motion was made by Council Member Blackburn and seconded by Council Member Glover to approve the agenda with the requested change. Motion carried unanimously.

PUBLIC COMMENT PERIOD

John Laffiteau – Roadway Inn & Suites, 301 Greenville Boulevard SE

Mr. Laffiteau summarized the following comments that he wrote on his Public Comment Period form, which was submitted to City Clerk Carol Barwick:

“COPY”

On Monday, August 25, I was privileged to address the Greenville City Council about a personnel matter regarding the East Branch of Sheppard Library. After addressing the Council, I met with Mr. Needham and Ms. Rawls of the Library Board. As a result of a degree of ambiguity in resolving this matter, the following four actions may be helpful:



- 1) Surveys of patrons, periodically to evaluate computer facilities and the ISP provider
- 2) Periodic audits of the noise levels at the Libraries' facilities
- 3) Perhaps newly developed software can make the camera monitoring more efficient by focusing on exceptional events
- 4) Use of polygraphs in cases where the patron so desires and ambiguity (illegible) produced a large error rate. Polygraphs can act as complimentary sources of evidence with a small error rate.

"COPY"

Connie Langley – 1158 Worthington Road, Winterville, NC

Ms. Langley stated as owner of Pirate's Loot Sweepstakes and on behalf of its customers and employees, she is asking the City Council to reevaluate and to reverse their decision on closing the internet sweepstakes businesses in Greenville, and to leave this matter in the hands of the State. She is a single parent who does not want her children to do without their needs. She feels obligated to fight for her family, who also include her customers as well as her employees, who might be added to the unemployment and/or public assistance lines. These businesses are not illegal, and the City is allowing 10 businesses to become vacant buildings. Pirate's Loot Sweepstakes has done great things for the community such as making contributions to the Greater Greenville Foundation, the Children's Miracle Network, and other organizations, and she spent money locally to operate her business. The utility and telephone companies and local businesses will lose a substantial amount of money due to the closing of the internet sweepstakes businesses.

Shudhiv Patel – 3900 South Memorial Drive

Mr. Patel stated that throughout the years, sidewalks have been placed along Greenville Boulevard, where there is less foot traffic. However, on the corridor of Memorial Drive from Pitt Community College (PCC) to Greenville Boulevard, there are no sidewalks and people are walking on the grass and in the parking lots. He is asking that the City Council consider placing sidewalks at this location for the students of PCC.

Also, Mr. Patel spoke in opposition of the closing of the internet sweepstakes businesses, stating a picture has been painted that these businesses are bad. As an owner of an internet sweepstakes business, his business has contributed to the City's revenues. So much money was involved in operating his business including paying the necessary City fees and other expenses, and he must get a return. Mr. Patel asked that the City Council reconsider why the businesses were closed.

Christy Davis – 300 Pearl Drive

Ms. Davis stated that she is a former employee of Pirate's Loot Sweepstakes and fortunately she was able to find employment at McDonald's. Unfortunately, she is presently receiving a \$4 hourly decrease in salary, and as a taxpayer and parent, she is afraid that she might have to return to being unemployed and/or receiving food stamps.

Ashok Patel – 1055 Mockingbird Road, Williamston, North Carolina

Mr. Patel stated that when City officials go to Washington, D.C. to lobby for the hotel industry, congressmen, senators, and council members ask business owners to help build the community. When the City builds larger hotels, it is said that hotels will create jobs and City officials are happy to endorse them. There are 8-10 internet sweepstakes businesses located in Greenville that employ approximately 60-70 people. They have supported the community and are not doing anything wrong. City officials and owners of these businesses should work together to resolve any problems that were reported that they are causing. He asked that the City Council reconsider their decision of closing the internet sweepstakes businesses.

CONSENT AGENDA

City Manager Barbara Lipscomb introduced the following items on the Consent Agenda:

- Minutes from the September 8 and September 11, 2014 City Council meetings
- Resolution accepting dedication of rights-of-way and easements for Langston West, Section 5 and Parkside Bluffs, Lot 8 (Resolution No. 050-14)
- Ordinance amending the Manual of Fees for Right-of-Way Excavation and Restoration Permit Fee (Ordinance No. 14-059)
- Resolution declaring certain police equipment as surplus and authorizing its disposition to the Town of Bethel (Resolution No. 051-14)
- Ball field cooperative use agreement with First Christian Church
- Resolution authorizing a grant application to the North Carolina Governor's Highway Safety Program (Resolution No. 052-14)
- Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds (Resolution No. 053-14)



- Municipal agreement with the North Carolina Department of Transportation for sidewalk construction funds from the Safe Routes to School Program (Removed from the Consent Agenda for Separate Discussion)
- Contract award for Task Order 2 (final design) for the Town Creek Culvert Drainage Project
- Report on bids and contracts awarded
- Various tax refunds greater than \$100
- Budget ordinance amendment to the Watershed Master Plan Capital Project Fund and amendment to the Convention Center (Phase III) Capital Project Fund (Ordinance No. 14-060)

Motion was made by Council Member Smith and seconded by Council Member Croskery to pull the municipal agreement with the North Carolina Department of Transportation for sidewalk construction funds from the Safe Routes to School Program from the Consent Agenda for separate discussion, and to approve all of the remaining items on the Consent Agenda. Motion carried unanimously.

Council Member Blackburn stated that another Consent Agenda item, the resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds, is related to another exciting alternative transportation program. It is a bike safety program.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR SIDEWALK CONSTRUCTION FUNDS FROM THE SAFE ROUTES TO SCHOOL PROGRAM

Council Member Smith stated that she was contacted by a citizen who is concerned about the sidewalk construction funds. She asked staff to explain where the pedestrian bridge will be located.

City Manager Lipscomb stated that the location of the pedestrian bridge will be on the north side of Fifth Street at Green Mills Run where individuals actually leave the sidewalk and walk on the street.

Mayor Thomas reminded the City Council that for several years, J. T. Williams, a resident of that part of Greenville, reported his concerns about this 1950s constructed, small bridge. A narrow part of Fifth Street is in that area, and women with children and others are walking



literally in the street, and the fast moving traffic makes it difficult for them to get to their destinations for shopping and various things. There are a lot of bridges that need the City's attention, but he is glad that this significant hazard is being addressed. He would like to acknowledge Mr. Williams for being a good citizen and obviously for being diligent in making the City aware of this issue.

Public Works Director Kevin Mulligan delineated the location of the bridge on a map and stated that the City knew this was a challenging issue and staff has observed people walking in this area and has received many concerns from residents. A pedestrian walkway will be extended on to the bridge with some hand railing on either side.

Council Member Smith stated that she received a suggestion that the City should also consider installing a pedestrian bridge on Tenth Street where the dorms flow to the main University and where there is a lot of fast moving traffic.

Public Works Director Mulligan stated that Tenth Street is a Department of Transportation (DOT) road and staff has been working with DOT over the past 6-12 months. DOT has a consultant preparing to look at how to slow down the traffic and to make a safer crossing on Tenth Street in front of the University as well as farther east at the Greenville Boulevard/Tenth Street intersection. Those are two prime areas where staff observed a lot of near misses and is looking greatly to improve the safety there. A group has been formed to look at what can be done to produce more of a pedestrian, biker, transit, and car friendly road with the key objective being safety.

Council Member Croskery asked about the length of the sidewalk being installed for \$503,000. Public Works Director Mulligan responded that there are 2,200 linear feet of sidewalk and 100 feet of bridge at that location. Presently, the State funds 100 percent of the construction and during the years ahead, the funding will be 80/20 percent with the City being responsible for the 20 percent.

Council Member Glover asked if there is a possibility that the City can apply and receive more monies from the State. Public Works Director Mulligan responded that staff submitted these three projects and hoped that funding would be received for at least one and the City received monies for all three projects. Hopefully, they will renew this grant, but \$503,000 is the limit presently.

Council Member Glover expressed her concern about the traffic on Memorial Drive where people are walking over to housing and many children are crossing the street. She stated that years ago, three children were killed while crossing the street in that area, and the problem is there are no sidewalks and children walk in the street and often they are not using the crosswalk. Numerous people walk to work at the new businesses and, hopefully, if the bond is approved, there is a chance the City will receive some more money and will look at that problem. She realizes that the State likes "shovel-ready" projects to be submitted so they can make their decisions quicker.



Public Works Director Mulligan stated that the City has a 10-Year Master Plan for sidewalks. Sidewalks are easier than some of the City's other capital projects, which require more examination of exactly what to do. The City is aware of where it wants sidewalks, but the question is how to fund them and Memorial Drive is one of the key areas for sidewalks.

Mayor Thomas asked if these funds are the tail end type of funds as the formula continues to change and he asked staff to describe what the process is going to be like in the coming two years.

Public Works Director Mulligan stated that his understanding is that they are closing out this process. It is unknown whether the Safe Routes to School Program will continue and the last bit of money for this program has yet to be renewed. Regarding the process, if the City Council approves the municipal agreement, the City has \$503,000 for the construction of these three projects. The major design would be on Fifth Street, the bridge attachment, and then to look at property easements, if needed. Most of this will be in the City's right-of-way so there should not be any issues with that. Certainly, construction on North Skinner Street and Fifth Street and Memorial Drive might be somewhat of an issue, but the City should be fine.

Motion was made by Council Member Blackburn and seconded by Council Member Smith to approve the municipal agreement with the North Carolina Department of Transportation for sidewalk and pedestrian improvements. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Greenville Bicycle and Pedestrian Commission

Chairperson Harry Stubbs reported that 2014 is the third year that the Greenville Bicycle and Pedestrian Commission (Commission) has done a census of the bike and pedestrian counts. This data is requested by the engineering firms that actually build greenways and it has some national import. All of this information is rolled out throughout the United States and given to the Department of Transportation and congressmen. In 2012, Greenville's actual number was 145 and that was low because in that particular year, the Commission was told to do a snapshot at one site once. In 2013, that was expanded and the Commission did the counts twice at two locations, the intersection of Fifth and Evans Streets and on the greenway of the City Dog Park. The total was 1,257 in 2013 and 1,111 in 2014. The individual numbers at the intersection of Fifth and Evans Streets are amazing.

Chairperson Stubbs gave information about two special designations for the City, stating the Commission received a gigantic Walk-Friendly Community Designation application from the Pedestrian and Bicycle Information Center, which is another national consortium



group. Receiving this designation allows the Convention and Visitors Bureau and other public entities in Greenville to make the announcement, and it is an amenity used by quality of life magazines in further determining recommendations for where people should live. The Commission partnered this year with the Greenville Police Department. Chief of Police Hassan Aden assigned a nonvoting advisor to work with the members so that the City would earn the Watch for Me NC designation. Greenville is only one of ten municipalities in the State to get funding allowing the advisor to teach children in the elementary schools bike safety and how to cross a street safer.

Chairperson Stubbs stated that the Commission is partnering with the North Carolina Department of Transportation, City of Greenville and East Carolina University on the Tenth Street Corridor study team. Also, members of the Commission participated with consultants on the Tar River Legacy Plan. One of the things that they are championing is that they will be designating one of the streets in the Tar River University Neighborhood Association (TRUNA) area to connect the East Carolina University campus to the existing greenway. With Phase III being 75 per cent approved, the federal money has been released. The engineering studies are starting, that phase will be built soon and that will connect the Town Common to the hospital bringing hundreds of more pedestrians, runners, and bikers through that neighborhood. The Commission is also continuing their advisory role by having continued discussions with other commissions and providing input. There has been a big collaboration with the Planning and Zoning Commission, Board of Adjustment and the Commission to develop a new Commercial Sidewalk Ordinance. This is a technical environment when trying to rewrite an ordinance, especially one that impacts what businesses might have to pay.

The Greenville Bicycle and Pedestrian Commission is positioned to provide input, attend meetings, and help transform City street improvements by proposing sharrows, bike lanes, and other improvements as feasible.

Investment Advisory Committee

Chairperson Scott Below provided information regarding the members and the purpose of the Investment Advisory Committee (Committee), and he stated that the North Carolina General Statute 159-30 and the Investment Policy, which the Committee created, are investment restrictions considered by the Committee. Primarily it is dictated by the credit risks. There are some agencies and treasuries allowed in the City's portfolio. For the most part, everything in the portfolio is either a direct obligation of the U. S. Government or an implied obligation of the U. S. Government in the case of the agencies' securities or is insured or guaranteed by a financial institution that is backed by the federal government. Diversification is very important, but with the investment restrictions, there are only a few things that the Committee can invest the money in. Everything really revolves around security. Obviously, this is taxpayers' money and it is important to make sure that money is safe and secure and is invested to generate return, but the primary concern is the security of the resources. The Committee also looks at the economic environment to the extent possible.



The objectives of the Committee are systematic approach, void of speculation, maximize earnings and the performance evaluation relative to benchmarks. A graph of a Five-Year Cash Balance History of the City’s portfolio shows when tax revenue is coming in and when tax revenue is gradually going out over the course of a year. The Cash Balance is significantly higher in June 2014 and that is a result of the bond issue funds coming into the account that is being managed.

In terms of the portfolio allocation, the vast majority of the portfolio is invested in Cash (38.35 percent), which is important to meet the cash needs of the City. About 16.3 percent of the portfolio is in the North Carolina Capital Management Trust and other portions are in Treasury (9 percent), CDs (1.81 percent), and Federal Home Loan Bank (5.39 percent), Federal National Mortgage Association Fannie Mae (11.87 percent) and Federal Home Loan Mortgage Corporation (17.23 percent) securities. Those are agencies and those are not mortgaged backed securities and are direct obligations of those entities. They are not dependent upon whether or not there are mortgage defaults in the pool of mortgages and things like that.

Regarding the terms of maturities, almost 60 percent of the securities will mature in less than a year. The next highest is the one with a 3-year maturity of 34 percent and then the 3-5 year maturity where there is 9 percent. The Commission has actually transitioned toward shorter maturities in the last nine months as a result of knowing that interest rates are going up.

The City’s Rate Comparison for June 30, 2014 is at .38 percent.

City of Greenville Rate Comparison

| Investment Portfolio Update | | |
|------------------------------------|----------------------|----------------------|
| | <u>June 30, 2014</u> | <u>June 30, 2013</u> |
| Market | \$ 59.6 M | \$ 52.6 M |
| YTM Return @ Cost | .38% | .40% |

Chairperson Below provided a brief summary of the yield in various securities and benchmark comparisons, stating that the City is in a position to have some exposure to longer term securities knowing that the money can remain where it is and there is no need to access it for a period of time. However, a great deal of those funds should be liquid so they need to be in shorter term types of things. The City’s yield to maturity comparison on the portfolio presently is the benchmark is higher relative to the 3-5 year Federal Treasuries benchmark vs. the City’s benchmark and the 1-3 year Federal Treasuries vs. the City’s because the benchmark is really a composite of the securities in those range of years. The City’s portfolio is more conservative and positioned toward the shorter end of those periods so the interest rates are lower in those cases.



Chairperson Below provided some of the accomplishments of the Committee in the past year and their considerations for 2015, stating that the Committee has maintained a diverse portfolio. There have been several kinds of investments, although all have been extremely safe and government backed in one form or another. Some of the long term investments have been transitioned into shorter terms as they have matured, in preparation for interest rates going up in the future. Also, the Committee managed the investment of the bond proceeds. The Commission's considerations for 2015 are to continue diversification within restrictions, to continue attention to yield while maintaining liquidity and safety, and to update the Investment Policy, which is done every 2-3 years to determine if updates of the City's returns need to be made.

PRESENTATION FROM ICMA ON FIRE/RESCUE DEPARTMENT STUDY

City Manager Lipscomb stated that when she was employed by the City in 2012, the City Council asked for efficiency studies to be done on City departments. The Fire/Rescue Department Study is similar to those conducted on the Human Resources Department, Financial Services Department, Sanitation Division, and the Bradford Creek Public Golf Course. It consists of a review of the existing fire and rescue services including data analysis to identify the actual workload, organizational structure and culture, staffing levels, cost and quality of service delivery, strategic planning relating to the growth of the City and fire station locations, the communication and dispatch systems, and potential impacts related to the Affordable Care Act. She stated that Joe Pozzo, of the International City/County Management Association (ICMA) Center for Public Safety Management, will present the efficiency study results and recommendations. Interim Fire/Rescue Chief Eric Griffin and various members of the Greenville Fire/Rescue Department (GFRD) are present and they have worked with Mr. Pozzo on this excellent study. The City Council was provided with ICMA's Executive Summary in their agenda package, along with a copy of the report. GFRD is a major department of the City and Mr. Pozzo's presentation will exceed the normal 10 minutes allowed for presentations during City Council meetings.

Mr. Pozzo stated that ICMA has a management team that runs the Center for Public Safety Management (Center) and employs a quantitative analysis team for all of their projects. The Center does studies on police and fire departments. They have done over 200 studies across the country and Canada, and approximately half of those are Fire and Emergency Medical Services (EMS) studies. He has been assigned to serve ICMA's clients in 20 states and Canada in several jurisdictions.

Mr. Pozzo stated the Center always begins all of their analyses with a request for administrative, operational, and response data information. The ICMA Project Staff (team) collected computer-aided dispatch (CAD) system data from the Pitt County Communications Department along with fire reporting data. Those two pieces of data are merged so that the team can come up with the most accurate response and workload data possible. With the CAD data, the team was unable to gather all of the information that they normally do when doing a study, but that is one of the weaknesses in the particular CAD data system being used by the Pitt County Communications Department.



An onsite analysis was done and he was actually part of that when the team dug into the operational pieces of the organization. Every fire station and apparatus was looked at. During their first night in Greenville, the team had a group meeting with selected members of all ranks in the GFRD to get a feel of the major concerns, issues, and positive things. A data and workload analysis was completed, and it was sent back to the City for verification. When the Center does their data and workload analysis, they always send that information back to their client for verification, and they do not proceed forward on the operational report, until an approval is received from their client. The reason is because that has a significant bearing on how the Center comes to their conclusion and the recommendations that they make operationally. Some response and demand mapping was done. There was significant follow-up with both City fire and management staff to make sure the report is accurate, meets the needs of the community and that the Center is providing relevant information needed by the City to make decisions.

Departmental efficiency studies have been an ongoing city process, and the purpose of this study is to address the same for the GFRD. Another purpose of this study is to provide the City information with supportive rationale for how GFRD might transition to alternative staffing and deployment models and expand services in the future. Also, the purpose of the study is to generate recommendations that contemplate the provision of the service that the City is providing today and in the future as GFRD, perhaps, transitions to different ways to deploy its staff and resources.

The team found that GFRD provides an excellent service to the community, its citizens, businesses and the region, and is respected by the community and City leadership. This information was collected by the team when talking with several other members of the City staff, business owners, and citizens. GRPD's members are truly interested in and committed to serving the City and providing a good service.

The City has had three fire chiefs in the last 10 years, two interims in that period, and an Interim Fire/Rescue Chief since March 2013. A fire chief comes in, starts a program and leaves the City. The program leaves with the person, then there is an interim and then another fire chief comes in, starts something, and the cycle repeats. The one advantage of this transitional process is that it provides the opportunity for people in GFRD to move up in positions that they may have not been working in or never would be exposed to.

Mr. Pozzo explained the Center's key observations. He stated that the team found that there is a need to implement certain fundamental organizational components to assist with decision making, planning, and administrative matters:

- Comprehensive strategic plan
- Community risk and vulnerability analysis
- Internal risk management plan
- Performance measurement benchmarking



In the future, dialing in a very comprehensive strategic plan is an important piece to deal with the residential and commercial growth, the university system, and a large hospital system in Greenville. Understanding the risk in a community is probably the primary component in how to staff and deploy a fire department. A lot goes into the risk assessment, including the buildings, environment, social economics of the community, demographics, and what drives the demands for calls, when staffing a fire department. Public safety and fire departments generally drive a lot of risk including worker's compensation, loss, etc. because of the type of work that the employees do. An internal risk management plan gives a template for managing risk. If risk is managed in a fire department, the budget can be managed as well and some funding is freed up for other things. The team also looked at GFRD's performance measures, how GRPD is tracking and measuring its system, the responses and percent of fires found to the room of origin, how efficient the department is and if it has effectiveness. GFRD has measurements, but they are typical of what is found in other agencies across the country. A template was provided in the report that can lay out some different types of performance measurements that will assist the Fire/Rescue Chief in measuring the department. When linking strategic planning, risk assessment, and staffing and deployment and performance measurement together, then GFRD can measure what it is doing and how it is progressing.

Mr. Pozzo stated that the Center recommends that the City consider the following:

- **Strongly consider the Center for Public Safety Excellence (CPSE) accreditation program and conduct a self-assessment under the CPSE guidelines as a means toward overall organizational improvement.**
When an agency's strategic planning, risk analysis and a staffing and deployment rule have not been completed then the best thing is to go through the accreditation process. The accreditation process actually forces GFRD to do those things and all of the other things that go with managing and leading a fire department. ICMA has recommended this because of some of the things that the team saw that are not in place presently but will help GFRD.
- **A need to review the use of overtime, including how it is calculated and applied to ensure consistency as it connects to the Fair Labor Standards Act (FLSA)**
GFRD and the Human Resources Department should consult with the City Attorney's Office. The FLSA's 7(k) (29 U.S.C. 207 (k)) section will guide and direct the City on how to pay overtime, what needs to be paid in overtime, and what is unproductive and productive time. Even though the City does not have to pay overtime and everything at the premium rate, there is an analysis that should occur so that the City can see where the overtime is, benchmark how the City is doing it and work with the Human Resources Department to determine what is the best way to pay overtime in the City of Greenville. There are different models available and the City Attorney and FLSA guidelines will direct the City through that.



- **Demand for service is highest in the central core of the city.**
Mapping is provided for this recommendation.
- **Emergency Medical Services responses represent the largest percentage of calls for service. This is typical for fire departments across the country.**
89 percent of the GFRD's calls are EMS responses, and it is generally between 60-75 percent for fire departments.
- **There is an overstaffing of ambulance crews; thus our recommendation to reduce personnel staffing on ambulances from three to two as an efficiency measure and as a more effective use of staffing.**
There is some significant efficiency that the City can achieve with this recommendation because as the City and the demand for EMS grow, GFRD will require more units. In all the studies that ICMA has done, even the large systems across the country that run in the 70,000-100,000 call mark operate with two people on an ambulance.
- **The need for an additional ambulance during peak load times to reduce the workload of those 24-hour staffed ambulances.**
GFRD is busier with EMS at certain times of the day than other times of the day, which is from 8:00 a.m. to 8:00 p.m. ICMA's suggestion is to reduce personnel staffing on ambulances from three to two and put one or two peak load ambulances in place. GFRD can either transition to one or two and that will really be a policy decision and the Fire/Rescue Chief has some input on that. In the Center's analysis, the types of calls that GFRD runs do not require three-people per ambulance all of the time. GFRD runs more basic life support calls that can be handled by two people. This is not a suggestion of reduction in force, but the Center is suggesting that the City transfer that capacity to where it is really needed.
- **On average, the workload of fire units is not at a critical point where immediate action is necessary to close workload gaps.**
The EMS units are busy, but the fire units are not. The EMS units are busy on an average of 5 ½ -7 hours a day. Most of the fire units are busy about 1½ hours a day and that information is in the data table and the workload analysis.
- **The data analysis itself provides significant value to the city as the city now has a workload analysis from which to move forward with in future planning efforts.**
That 1/3 of the report is an excellent foundation for planning for the present and the future. It is very comprehensive and provides the City Council, City Manager and the Fire/Rescue Chief a good blueprint that can be used to make decisions. The Center has given the City data that is going to be critical as the City makes decisions about how to transition GFRD's staffing, how to open and staff fire stations, and what type of units should be placed in those new fire stations.



- **The city should be well-positioned to recruit and evaluate fire chief candidates based on the information and evaluation from this study.**

The City needs someone who has a good feel for what is really going on in a contemporary fire department and understands fire and EMS and how they come together because they are two separate disciplines. In a fire based EMS system, the City wants to be careful that silos are not created, where the City would have a fire silo and an EMS silo, and the City would want someone who can do that.

At least, presently, the people at GFRD look at the Fire/Rescue Chief as consistency and Interim Fire/Rescue Chief Griffin has engaged the processes to put some things in place. He worked very well with him on what ICMA can do and what needs to be done.

ICMA has provided the City with 25 recommendations separated as planning/administrative and operational in the report to assist the City and GFRD in addressing these and other observations. Some are very high-level and others are mid-level and low hanging fruit that the City can grab and run with today and it really does not cost any money. It is starting programs, looking at processes and moving things around.

Mr. Pozzo stated that some drivers to consider as the City goes through its process for staffing and deployment of fire-EMS resources are as follows:

- Fire Risk of the Community
- Call Demand
- Workload of Units
- Travel Times from Fire Stations
- National Fire Protection Association (NFPA) Standards/OSHA Requirements/Insurance Service Organization (ISO)
- EMS Demand
- Critical Tasking
- Ability to Fund
- Community Expectations

The City would have to do a study of the fire risk so that the City understands what it is, and Interim Fire Chief Griffin is going to do that. The City has to understand the call demand - what types of calls are occurring, and where are they occurring. ICMA has provided the City with information regarding the call demand, workload of the units, travel times from fire stations, and where to place the next fire stations. Bleed maps showing 4, 6 and 8-minute response times have been provided in the report. 4-minute response time is a NFPA consensus standard that is used as a benchmark. Communities have to look at what their resources are and what is a reasonable response time to them and that was the purpose of mapping the 6-minute response time. Most of the communities that are the size of Greenville and have the type of fire and EMS services that the City provides fit in the 5 and 6-minute response times. NFPA Standards/OSHA Requirements/ISO are used as benchmarks and the City is not graded by ISO, but by the North Carolina Rate Response



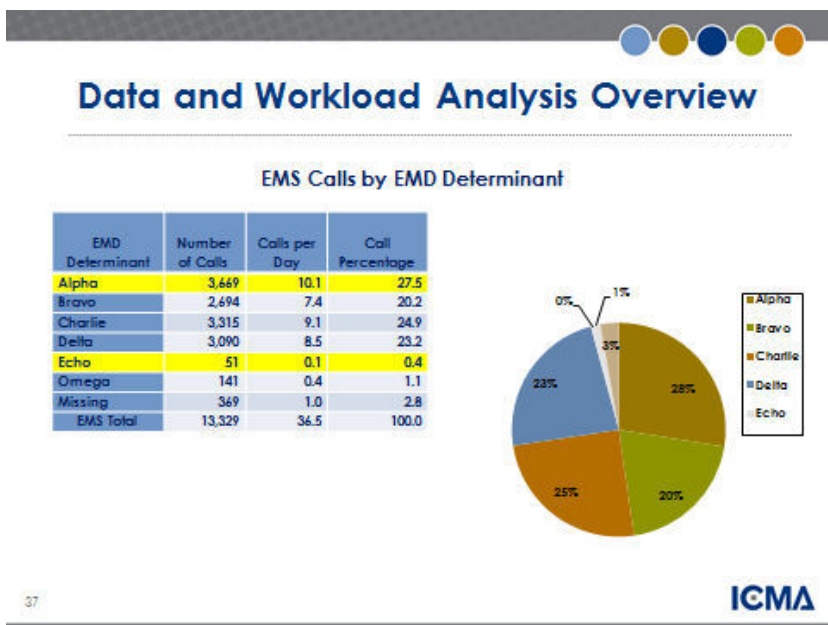
System, which is parallel to ISO. The EMS Demand is the big driver. There are only a few fire departments that ICMA has studied where EMS was not the highest call volume. Critical Tasking is how many people does it take for certain types of calls, the risk—a high risk sort of structural fire versus a low risk structural fire, the size of the building and what is the life hazard and those things. GFRD would have to identify the risk first before the City can really get into Critical Tasking which includes how many people are needed and how many ladder trucks, engines, and ambulances are needed. The Ability to Fund comes from the City and risks, demand, response times and what are the community expectations for fire/EMS services are the things that the City should have in place for the Ability to Fund piece. When all of those drivers are put together, the City has a blueprint for how to staff and deploy a fire/EMS department.

Mr. Pozzo provided the City Council with tables and mapping related to ICMA’s data and workload analysis, and he stated the following:

ICMA reviewed Greenville’s basic national fire incident reporting system call database call types. On a day-to-day business, Greenville’s fall and injury are the lower level basic life support calls and some of them are advance life support. They represent 49 percent of GFRD’s overall EMS calls. Fire calls represent 11 percent, the structural and outside fires represent 1.7 percent of overall calls, and the highest percentage of calls in the fire category are fire alarms.

Regarding peak load staffing for EMS, peak load units are used where there is the highest demand and they are placed where the demand is occurring. Those units are typically moved around throughout the 12-hour period of the peak load to where the calls are occurring, which is the most effective way to manage that system.


Emergency Medical Dispatcher (EMD) is the priority dispatch, which the County has in its communications department. When someone calls 911, that system is used to create a call determinant, determining whether the call is low priority or mid-priority.





By call determinant, Alpha and Bravo are the City's lower priority calls and they represent the largest amount of calls that GFRD runs as determined by the Pitt County Communications Department.


There are two different kinds of response times. The Average Response Time is typically reported by fire and EMS departments, and the 90th percentile is the benchmark that NFPA uses.



Data and Workload Analysis Overview

Average Response Time

| Call Type | Dispatch Time | Turnout Time | Travel Time | Response Time | Sample Size |
|-----------------------------|---------------|--------------|-------------|---------------|---------------|
| Cardiac and stroke | 0.6 | 1.1 | 4.9 | 6.7 | 1,529 |
| Seizure and unconsciousness | 0.7 | 1.1 | 4.9 | 6.7 | 1,098 |
| Breathing difficulty | 0.6 | 1.1 | 5.1 | 6.8 | 1,312 |
| Overdose and psychiatric | 0.7 | 1.2 | 7.7 | 9.6 | 632 |
| MVA | 1.2 | 1.0 | 4.0 | 6.1 | 876 |
| Fall and injury | 0.7 | 1.2 | 6.1 | 8.0 | 1,887 |
| Illness and other | 0.7 | 1.2 | 6.2 | 8.1 | 4,821 |
| EMS Total | 0.7 | 1.1 | 5.7 | 7.6 | 12,155 |
| Structure fire | 1.2 | 1.7 | 3.5 | 6.4 | 125 |
| Outside fire | 1.1 | 0.9 | 5.2 | 7.2 | 114 |
| Hazard | 1.2 | 1.1 | 5.3 | 7.6 | 141 |
| False alarm | 0.7 | 1.1 | 5.5 | 7.3 | 951 |
| Good intent | 1.2 | 1.3 | 4.8 | 7.2 | 81 |
| Public service | 0.9 | 0.7 | 5.1 | 6.8 | 150 |
| Fire Total | 0.9 | 1.1 | 5.2 | 7.2 | 1,562 |
| Total | 0.7 | 1.1 | 5.7 | 7.5 | 13,717 |



ICMA looks at both and the 90th percentile is much stricter than the Average Response Time, which is about 50 percent. The City would not want to just go on 50 percent ever because it includes walk-ins to fire stations and calls that may have a zero travel time or a zero dispatch time. The 90th percentile removes those so that the City gets a closer look at what it is doing.

Accredited fire departments use fractals. Under the accreditation, in some categories you get a little bit of extra time but it is pretty much the same. For instance, call processing time should be under the 90th percentile, 60 seconds 90 percent of the time, which is called processing. On Turnout Time, it should be for fire calls, 80 seconds 90 percent of the time. In some of these categories, it is longer than 80 seconds.

If Dispatch and Turnout Times are considered and separated from Travel Time, those are the two pieces in the total Response Time that can be controlled. That is all human factor, and how quickly the dispatch center receives a call, obtains, processes, and loads the information in CAD, and dispatches it to the units can be controlled. Once the bell goes off, how long it takes for firefighters to get dressed, on the fire truck, and out the door can also



be controlled. Those are two critical pieces; however, weather, Travel Time, and somewhat the transportation network cannot be controlled.

The fire calls are occurring in the center part of the City and some are in target areas where there are fire alarms. More so than fire, the City has some blocks outside of the city limits. The team was unable to capture mutual aid calls from the CAD data because the County does not call that out. The City would want to know how mutual aid, which is going outside of the City's district, is being received and provided. The City has mutual aid agreements with some of the neighboring jurisdictions and the EMS is much higher than their fire demands so the City is sending out EMS units, and this should be monitored.

Mr. Pozzo stated that regarding staffing, Greenville should use a relief staffing multiplier similar to the one presented in the report and better manage available leave positions. Maintaining the current minimum daily staffing of 39 is supported by ICMA. The following are ICMA's key observations of GFRD's staffing for demand and type of call:

- It is strongly recommended the GFRD complete a fire and community risk assessment. This assessment should be done in conjunction with the fire and EMS calls for service demand analysis provided in this report, along with the department's current effort to identify, plot, and analyze high-hazard risks.
- Greenville has a Public Protection Classification of three (3) as issued by the North Carolina Department of Insurance Office of State Fire Marshal indicating a response rating in the upper one-third of the rating system.
- It is recommended the transitional alternatives offered to increase effectiveness of EMS while utilizing efficiencies identified in this report be considered.

Mr. Pozzo explained ICMA's key observations about short term and long term transitional considerations:

Short Term Transitional Considerations

GFRD should take the ambulance that goes between Fire Station 2 in the day time and Fire Station 1 at night and leave it at Station 1 permanently. As GFRD moves from Fire Station 3 to Fire Station 2 and transitions to Fire Station 1 at first and then to Fire Station 2 later, use that capacity and put a peak load ambulance in place to assist with the demand at the highest times. All of the EMS units must be managed, and the peak load ambulance should remain central so it can go in any direction where the call demand is. GFRD should maintain Ambulance 4 as a part of the entire response system, when the system reaches capacity and this resource is needed for response. Greenville is sort of an island and there is not a lot of readily available capacity around it. However, as the capacity in the core of the demand area starts to stress the system, then that unit should be used. The current CAD system with the County does not support an automatic vehicle locator. An EMS system that has the demand and movement that the City requires should be dispatched by an automatic vehicle locator. Greenville has the capability, but the County does not have



the capability to do it. Sending the closest unit is essential. At six minutes, the City has good response time from its fire stations, but there are gaps due to the City's road network.

Long Term Transitional Considerations:

The City could consider placing another EMS transport fire unit at the seventh fire station. As a former Fire Chief in Florida, he knows that they are very functional in the right place, particularly where there is more of a suburban rural interface. The City should continue to review the workload of the peak staffing units and the workload and demand of all of the units. If it is necessary for the City to open an eighth fire station and if the growth continues in the southwest side of the City, there is an opportunity to consolidate with that fire district and co-locate units, which is an efficiency measurement that would benefit both jurisdictions.

Regardless of the EMS design, there is a possibility to gain some efficiency with GFRD staffing without impacting the City's service. Interim Fire/Rescue Chief Griffin has in place presently a Medic 1 supervisory position that ICMA supports. EMS is the biggest piece and it requires supervision. ICMA is aware that the department has other supervisors in place, but most communities with Greenville's EMS demand have some sort of EMS supervision to take care of that.

Several things are going on at Fire Prevention including plans review, fire prevention activities, and inspections. Plans review is technical and time consuming and at some point, it is taking time away from doing the inspections. ICMA suggested that a plans review position could be a civilian position in the Building Division, co-funded by both departments and the person would work on both regular plan reviews and the fire engineering part as well. There is some efficiency and need in the Building Division as well.

ICMA also looked at emergency management along with communications. Comprehensive emergency management is a County/City thing and it is very important that the City and County meet regularly to discuss emergency management issues, concerns, and plans.

A joint City/County advisory user group should be established to focus on some issues and concerns occurring in the 911 communication center. Some things can be done through this user group, but the issues must be discussed and the concerns have to be given out. There is opportunity through State legislation with public safety answering point (PSAP) money. If the issues and concerns continue, the City has a police department that does dispatch and a possibility of some transition of fire and EMS may be in there with PSAP money, if that would work out.

Mayor Thomas asked about the 911 communication issue. Mr. Pozzo responded that a good CAD system is necessary, and he is not saying that the County does not have a good system. But when using a homegrown CAD system, the City does not have the support network like the City would have when purchasing a vendor operated CAD system, along with that support, which could be expanded and different types of software could be added, when needed. For example, to run an EMS system where the City wants to have their units



in predictable places based on call history, it takes compatible software that integrates with the CAD system so that the closest unit can be recommended, which is dispatched through an automated vehicle locator. Those systems and the ability to create, store and, break down data are not in place presently and are critical to run an efficient system. There are some other issues such as the Interim Fire/Rescue Chief wants to pre-alert fire stations. When pre-alert is used opposed to toning everybody out, there is the pre-alert, announcement of the call, and then tone everybody out, and it allows the turnout time to be decreased. The decrease is the call processing time because people hear it, move to and get on the rig and respond. Some of those things are helpful. With the new CAD system, all of those things might fall in place. It is recommended that the Interim Fire/Rescue Chief and City Manager work closely with the County on that because of the kind of the system that the County is running and the City has some special needs. A suburban setting along with some urban setting is in Greenville and this has a high call demand. This is not a rural setting and this is not dispatching rural units. This is dispatching a high demand EMS and fire system, which is different. There should be some input from one of the bigger users, if not the biggest user, of that system.

Council Member Blackburn stated that the City's system is like many systems across the nation, where maybe at one time there was a heavy emphasis on fire and now the trend is more focused on the EMS services. She asked whether a redesign or overhaul is needed of how to approach this department because of that different emphasis. Mr. Pozzo responded yes. He explained that in fire departments across the country that is the trend which started 25-30 years ago. When fire departments began to use first response to EMS calls with the engines, then EMS transport was added into some fire departments. ICMA identified and gave the City that information when the team looked at the departmental staffing and how GFRD staffed the ambulances. The City needs to be positioned for 89 percent of the calls being EMS and there will be fire, hazard and other calls with the engines as well. There is a need for change and to look at how to deploy the EMS system. ICMA suggested that GFRD has seven ambulances and a high demand during certain times of the day. Some of the unit hour utilization of those ambulances is high and with 24-hour staffed ambulances, the City should pay attention to the workload of a crew on the 18th and 19th hours. The City would want the crew members to be as sharp as they were on the second and third hours. A lot of systems, as they get busy, do not deploy the same people 24 hours a day instead they have people to work 12 hours on the engine and 12 hours on the ambulance because it is busy and those people need a break. That is all part of how to deploy and what is the internal risk of the 18th and 19th hours.

Council Member Blackburn asked when ICMA looked at the data for flooding and car accidents did ICMA see any way the City needs to shift how the City is approaching those two specific situations. Mr. Pozzo responded that the response is that is fine. ICMA gave the City the Motor Vehicle Accidents data. The City has a heavy rescue unit that is crossed staff by the latter that carries extra case equipment and GFRD has other apparatus that carries that equipment and ambulances are dispatched. ICMA did not do a risk analysis for the City because it was not part of the scope. Doing a risk analysis is critical to how the City finishes and continues this. They addressed what the City is doing in EMS because GFRD is



doing something that not a lot of agencies across the country do for their reasons. That is not the Interim Fire/Rescue Chief's fault and it is something that he inherited. ICMA was commissioned to do the study and our job was to provide some recommendations for efficiencies.

Mayor Thomas asked about the shared resource alternative. Mr. Pozzo responded that there is some opportunity for that at an eighth station in the southwest district.

Interim Fire/Rescue Chief Griffin stated that Mr. Pozzo is referring to a need for an eighth station in the Frog Level Road area. There is a fire department that is part of the County's system at that location near the city limits and there could be some opportunities there.

Council Member Smiley stated that when reducing the number of people staffed on an ambulance from three to two, some people may think that could be a problem if three people are hurt and there are only two people on the ambulance. The goal of that would be to increase the actual number of ambulances that could deploy at one time and to have the same number of paramedics put on a larger number of trucks where there are two people riding on a truck instead of three. Given the types of calls received, GFRD is far more likely to be able to respond more quickly to a larger number of lower intensity calls than it would encounter with the high intensity calls where three or more people and two trucks are needed. It is not so much of an attempt to reduce the number of personnel on duty at any one time, it is to make them more mobile and put them in more units to generate a better response and more safety and better service across the City.

Mr. Pozzo agreed with Council Member Smiley's observations.

Mayor Pro-Tem Mercer made comments about the ICMA study, and he gave his explanation for voting in opposition to commissioning this report a year ago. He stated that there are some good suggestions in the report that should be implemented. The City paid ICMA to do this report, a good job was done and he appreciates that. A year ago, he knew that in the upcoming budget process, the City was going to have severely tight budget situations, and he voted against spending \$64,000 for this report. He absolutely believes that the substance of the report consists of things that the City needs to do, but the City did not need to pay \$64,000 for that. There is some valuable data analysis in the report that is rather technical and can be very helpful ongoing. The Fire Chief is going to be able to use that. It may very well be that some piece of this that the City needed to farm out and maybe there was some local expert who could do this. Maybe the City needed to hire Mr. Pozzo for \$10,000 to do some very specialized piece of this that we could not do. By any means, he has no question about the results of the report or the suggestions that the City needs to do an accreditation, risk assessment, and comprehensive strategic plan. If the City had unlimited funds, lots of studies would be done, but the City has to be careful going forward to make sure of doing studies that are absolutely necessary or to determine what needed information cannot be studied in-house and figure out a less expensive way to do it. The City spent the money and absolutely needs to use the report to move forward on some of



these things. Staff has his support in doing that to ensure that Greenville has the best possible first responder system.

Council Member Glover stated that when the City Council commissioned the study, she was the only healthcare person on the City Council and now Dr. Croskery is working with the City Council. All of the money that was spent for this study is worth it for what the City received because there are many recommendations in the report that the City should look at. There is a need to have an automated vehicle locator to know where fire and EMS vehicles are at any given time because the City uses more EMS service, which is a critical part along with fire of the City's wellbeing. Greenville has the best rescue department in the State, but the critical things outlined in this report will help GFRD to become a better fire/rescue department. GFRD is one of the few departments that have firefighters who are paramedics. The City has what is needed, but need be able to optimize use of those resources. Regarding the 24 hours, if anyone works that period of time doing healthcare, especially when working in an emergency room or the code team in the hospital, they must be alert because a person picked up in an ambulance can be talking and can go from 0 to 100 in a few seconds. The City must think about the time that we are living in now that will affect GFRD. Last week, a person was arrested who had enough explosives in their home to do severe damage to the City.

Council Member Glover stated she has been on the City Council for 13 years and every year, the City has done studies, but an extensive study has never been done on GFRD. It is important to her that the City is as safe for citizens as it can be and with the recommendations in the study, the City can use them and make GFRD a lot better. The \$64,000 was worth every penny to save a life and to be more efficient in the ways the City is saving lives.

Mayor Thomas asked if the City has done any extensive analysis of comparative best practices for GFRD. Interim Fire/Rescue Chief Griffin responded not to his knowledge during his 22 years of service with the department.

Mayor Thomas commended Mr. Pozzo for the great work that was done, stating that ICMA provided exactly what the City asked for. Playing politics with the safety of the citizens is not an option. He knows that this will result in betterment for this community and also better response time. In his opinion, GFRD is already the pride of not only Eastern North Carolina, but of the State of North Carolina, in the many things that the City does with fire and EMS.

MID-TERM REPORT ON THE 10-YEAR PLAN TO END CHRONIC HOMELESSNESS IN PITT COUNTY: "OUR JOURNEY HOME"

Director of Community Development Merrill Flood stated that this initiative actually began in 2008 when Pitt County, as the lead entity, began to assemble a team of community partners to develop a plan to end chronic homelessness in Pitt County and Greenville. In 2001, the United States Interagency Council on Homelessness established a goal and



challenge to cities across the nation to end chronic homelessness. The plan outlined several community organizations, leaders, and service providers that would be essential to help eliminate homelessness in Pitt County and Greenville. They have included partners such as the Pitt County Government, City of Greenville, United Way of Pitt County, East Carolina Behavioral Health, Vidant Foundation, and the Greater Greenville Community Foundation. All of which provided funds for the development of the plan in 2008. Implementation began in 2009 and a number of key areas and strategies were focused on that would have a long lasting effect on ending chronic homelessness in Greenville. The strategies identified in the report are as follows:

1. Developing and maintaining programs that worked with homeless individuals with disabilities to apply and receive disability benefits.
2. Aggressively seeking out and applying for new state and federal funds to provide financial and case management assistance to homeless families and individuals as they move from homelessness to stable housing.
3. Working with qualified agencies to expand the number of Permanent Supportive Housing (PSH) units in Pitt County.
4. Ensuring that some PSH units are dedicated to chronically homeless and veterans.
5. Strengthening the Pitt County Regional Committee, an active regional committee within the North Carolina Balance of State, by providing administrative assistance, maintaining records, and reporting outcomes for annual events such as the PIT survey.
6. Participating in the statewide homeless database system known as the Carolina Homeless Information Network. The report identifies several accomplishments and strategies that have been implemented.

Some of the accomplishments that are covered in the report are the following:

1. Increased access to services provided to the homeless population
2. Increased the number of individuals who are employed and able to manage their personal finances
3. Creation of a comprehensive client-centered discharge planning process coordinated system among community agencies for individuals leaving foster care, mental health facilities, jails and prisons, medical facilities and military units who are at risk for homelessness
4. Development of an annual Point In Time Survey



5. Implementation of the Project Homeless Connect program.

Director of Community Development Flood reported while a number of persons in the homeless facilities and shelters have remained relatively constant, one of the things that has resulted from this work is the number of chronic homeless people has dropped 88 percent. At the point in time of the survey when this process began, there were 24 persons who were identified as being chronically homeless. During the 2014 point in time survey, three persons were identified as chronically homeless. Chronic homelessness is defined as people who are chronically homeless and are unaccompanied individuals having a disability and living on the streets or in a shelter for one year or having four incidences of homelessness. This is different than what is typically defined for those individuals and families who may be in a shelter. This is considering those individuals who have repeated episodes of homelessness throughout a certain period of time.

There have been some important staff changes within the County and in order to continue the effort, some recommendations have been made to enlist partnerships with a new organization to carry out the remaining five years of the program. Work has begun by the County to access an able community partner. And they have landed on working with the United Way of Pitt County to look at evaluating and operating the program over the next five years. If this is accomplished, there would be funding from the County and possibly a request by the agency to the City for Community Development Block Grant (CDBG) funds, which were used to fund the past efforts, to help with the next five-year period. It is anticipated that the United Way of Pitt County may seek future CDBG funding of approximately \$10,000.

There is no cost to receive the report, however, staff is recommending that the City Council adopt the report and instruct staff to continue to provide this as a line item in the budget.

Council Member Blackburn asked staff to talk more about what it would mean if the City decides to have United Way as the lead agency for this effort. Director of Community Development Flood stated that he feels that the City would have an able community partner that is already engaged in the service providing business for residents of Pitt County. This would be a natural progression for them. United Way of Pitt County will probably have contacts with several community partners that they can enlist in trying to provide homeless services to the population.

Council Member Blackburn stated that she has been reading about what other cities and states are doing ranging from criminalizing it to actually providing housing for the chronic homeless people. The City is working more towards providing services and connecting the homeless people with the support needed to end that situation.

Council Member Blackburn asked if the City needs to do more or is the City on track to truly ending homelessness. Director of Community Development Flood stated that he believes that progress has been made. A number of homeless populations are going through some



of the programs that the City Council approves funding for through CDBG, but there will always be a need to continue to do more work.

Council Member Smith stated that she has worked with the homeless for years regarding all of the things that are seen in the report from the homeless not having anything all the way to providing a home for many residents in Greenville. With many of the people that she had to place in housing, if they were not a part of an agency, then they could not get access to housing assistance. In addition, she has received telephone calls from high school seniors, who are homeless for an entire year, and after graduation they are asking what kind of services are being provided by the City for them such as employment. It is shocking that it is being reported that during the 2014, three persons were identified as chronically homeless because some of the people she has talked to were not included in that count. If the City is supporting this plan, she wants to make sure that people are being moved from the streets into a place to live with consistency and are provided with their basic needs.

Council Member Smith asked if the City is transferring everything over to the United Way of Pitt County, how will the City make their plan more community-wide and not just based on referrals from agencies as indicated in the study. Also she asked how is the plan involved with representatives from the school and if an individual is not disabled and is homeless, is that considered as chronic homelessness. Director of Community Development Flood stated that individuals are still considered as homeless, if they are homeless for a year or have four incidences of homeless in that period of time. They do not have to be disabled. With the introduction of United Way of Pitt County, as the lead entity, the County and their services such as the Department of Social Services and other partners such as Vidant, do not go away from the process. One of the recommendations in the study is to reassemble that core group of community providers to make sure that they are still in place. The County still intends on providing leadership and guidance during that transition period should United Way of Pitt County take it over. There would have to be some public outreach by both to make sure that those who can benefit from the services provided are in fact knowledgeable or that the services go out to where the possible populations of homeless individuals and families are taking up refuge. There will be strategies that this group will be asked to reconvene and restudy. One of the key recommendations is to make sure that the community partners stay engaged and are reenlisted to bring their resources back to the table.

Council Member Smith stated that her concern is what can be done to make this plan more community-wide rather than agency based. Also, she asked what can the City do on the prevention portion that is going to help them not to use as much money and if there are identified homes for those who are without homes altogether.

Director of Community Development Flood stated that he will follow up with finding out if homes have been identified. The money that the City will offer would be combined with money provided by the State and some of the other programs identified in the report. This is one of the things that is needed for continuing of care and that is money specifically for the needs of homeless families and individuals.



Council Member Smith asked whether the United Way would apply for CDBG funds on a continuous basis and will the City receive reports. Director of Community Development Flood responded the vision would be the reassembly of the advisory board and what has been said tonight would be to provide an earmark or a designation of funds at least for the next several years. After that, United Way of Pitt County could apply for additional funds or come back to future City Councils with their accomplishments and ask the City for funding continuance.

Motion was made by Council Member Smith and seconded by Council Member Croskery to accept the report and instruct the Community Development Department staff to work with the United Way and Pitt County on future requests for funding of the program under the CDBG Public Service category and to provide updates to the City Council. Motion carried unanimously.

CONTRACT AWARD FOR THE 2014 STREET RESURFACING PROJECT

Public Works Director Kevin Mulligan explained the data used to arrive at the roads that were selected for resurfacing, stating there are approximately 700 lane miles of city streets, and the Public Works Department is responsible for the maintenance of them. The life of road resurfacing is 20-25 years and the cost of resurfacing 700 lane miles at \$85,000 a lane mile equals to a cost of \$2.5 million per year.

Public Works Director Mulligan delineated the State roads and roads that the City is responsible for maintaining on a map and stated that a year or more ago, the City Council approved \$4 million for road improvements. \$1.3 million was spent in Fiscal Year 2014 and \$2.7 million is available for improvements. With the Transmap pavement evaluation phase completed, a project level evaluation of those roads listed in poor condition was undertaken. The evaluation included the following:

- Physical evaluation through field inspection and asphalt core samples.
- Estimation of sub-grade repairs.
- Evaluation of any needed storm drainage repairs/replacements.
- GUC coordination of anticipated water, sewer, gas or electric repairs/replacements.
- Due to GUC's infrastructure age in the inner City core, roads in this area were excluded from this contract to allow time for GUC to inspect and schedule any anticipated repairs.

During the bid advertisement process, staff continued their investigations and discovered that three roads, Beasley, Medical and Sloan Drives, are beyond road resurfacing. This contract would not suitably address these roads, and the City would have to do full depth reclamation. Sloan Drive is about an inch of asphalt sitting on top of sand. Full depth reclamation would grind up the asphalt and sand and that would be mixed with cement, and 6-10 inches of grinded recycled asphalt would be used as a base layer and a 1 ½ inch of asphalt would be placed on top of that. Rockport Drive is a small road where the City



would probably pay more with mobilization costs and the repair can be done in-house. Utility work needed for Green Springs Drive and Heath Street will be done in the spring with a secondary contract or with one of the next contracts for road resurfacing.

Public Works Director Mulligan explained the outcome of the bid process and stated that staff is recommending that the City Council award a construction contract for the 2014 Street Resurfacing Project to Barnhill Contracting Company in the amount of \$1,798,772.00 to include a 10 percent contingency giving a total amount of \$1,978,649.20. The total lane miles for resurfacing are 21.1. The Street Maintenance Division has begun work on the subgrade (base) repairs/replacements of the storm drain pipe and installation of needed ADA improvements.

Council Member Blackburn asked about the streets in the inner City. Public Works Director Mulligan responded that those streets were assessed by Transmap and staff is aware that streets like Eighth and Ninth Streets are in poor condition. Due to the construction of the apartment complex, work is being done on Eighth Street and the Town Creek Culvert and Tenth Street Connector projects will be accessing these streets. There are several cement base streets in the University area and several streets will be ripped up as part of those projects and a lot of construction activity will impact the roads. After the City gets through that, and then as part of those projects, the City will be resurfacing some of the inner core roads as far as the University area where there are concrete streets either through in-house or most likely a contractor will be replacing flags of the concrete streets. For example, there is concrete on Johnston Street and there is flag where it is tilted, and replacement is needed. Staff is focusing a lot of energy on the conditions of the roads and looking at some of the subgrade problems as well as what the utility plans are.

Council Member Blackburn asked whether the repairs on the roads in the Center City will be contingent on these other larger projects that are taking place. Public Works Director Mulligan responded that is correct. The City does not want Greenville Utilities Commission or Suddenlink repairing a pipe or placing a utility on a street three weeks after it is resurfaced by the City. Town Creek Culvert will be a large excavation in Reade Circle that will be limited and minimized as much as possible and still allow traffic to flow, but that will be a destructive project.

Council Member Glover stated that there are several streets that are in poor condition including Chestnut and Spruce Streets, Watauga, Paris and Raleigh Avenues, South Village Drive and from Lyon Avenue to West Village Drive. She realizes that this is a list of work that has been completed, but she has not seen the work and staff might want to show her what has been done. In some of the older communities, there is a patch here and there and patches deteriorate along with the road. Curb and gutter separation problems cause back up of water in front of people's houses when it rains. Greenville Utilities Commission had done some cutouts in the streets a year ago and the City has repaired those. These streets are heavily traveled such as South Village and West Village Drives, which are used extensively by drivers going to and from the hospital. Others have complained about spending \$4 million for street improvements, but their districts are benefitting a lot more



than the other districts in the City. An entire street was completed in the Oakdale Subdivision, but only patch repairs were done on Arbor Street and Aztec Lane. In the Aztec Lane and Millbrook Street area, houses were built on an artesian well, which pushes water out on the streets. There was work done in that area, but she is concerned that the water causes either cracked or removed pavement.

Council Member Glover asked when will maintenance be done to these streets. Public Works Director Mulligan responded that the first block, north of Dickinson Avenue, including Raleigh and Paris Avenues, and Chestnut Street was done. The City has not done the entire streets because of limitations in funding. A lot of roads require attention and funding is the issue.

Council Member Glover stated that River Hills has the third highest amount of square yards and miles for repair, and then there is Red Banks Road, Evans Street, Pinehurst Drive and others. She is referring to the older areas that have been neglected for many years as far as street maintenance. The money was set aside for road improvements with good intentions, and she is aware that staff was given the task of finding out which streets were most critical to repair. Everything should be prioritized fairly and this was not a fair deal for a lot of these areas where there are no sidewalks, many potholes, and an artesian well tearing up the streets such as West Greenville.

Council Member Blackburn stated that River Hills was on the schedule for repaving long before this and previous City Councils made the decision.

Council Member Glover stated that when the City has already identified a 45-block blighted area for redevelopment, why would an individual buy a house where a street is torn up or is in poor condition. If the City is being sincere about revitalizing the area, the streets should be repaired and everything will look better like in Durham, North Carolina, where there is an area mixed with rental property and homeownership.

Motion was made by Council Member Croskery and seconded by Council Member Blackburn to award a construction contract for the 2014 Street Resurfacing Project to Barnhill Contracting Company of Tarboro, NC, in the amount of \$1,798,772.00.

FUNDING FOR SITE READY PROGRAM

Economic Development Manager Carl Rees stated that each Council Member has been briefed about or read one or both of the two recent economic development studies. One was commissioned by the City and the second one that the City was part of was commissioned by a coalition of different groups in the City. Each of those reports identified Greenville's lack of ready development and building sites as a real weakness for the City. When speaking to executives, they ranked site ready businesses and sites above other criteria. Every year, the State of North Carolina Department of Commerce releases a report about all of their activity with recruiting or expanding businesses and industries. Staff took a look at that data collected for 2013 and saw that businesses and industries interested in locating to North Carolina were looking for sites between 10-30 acres and



buildings between 30,000 -150,000 square feet. Greenville has one such site and there are actually no buildings available in the City of that size.

There are some structural issues within the City. Greenville is a great city and a great university/medical community and place to live, but the City has quite a bit of jurisdiction that is untaxable. 26 percent of the city limits is nontaxable. Examples of those entities are East Carolina University and the Vidant Medical Center, which hire thousands of people with great salaries, but the nature is that they are not for profit institutions so the City receives no tax base from them.

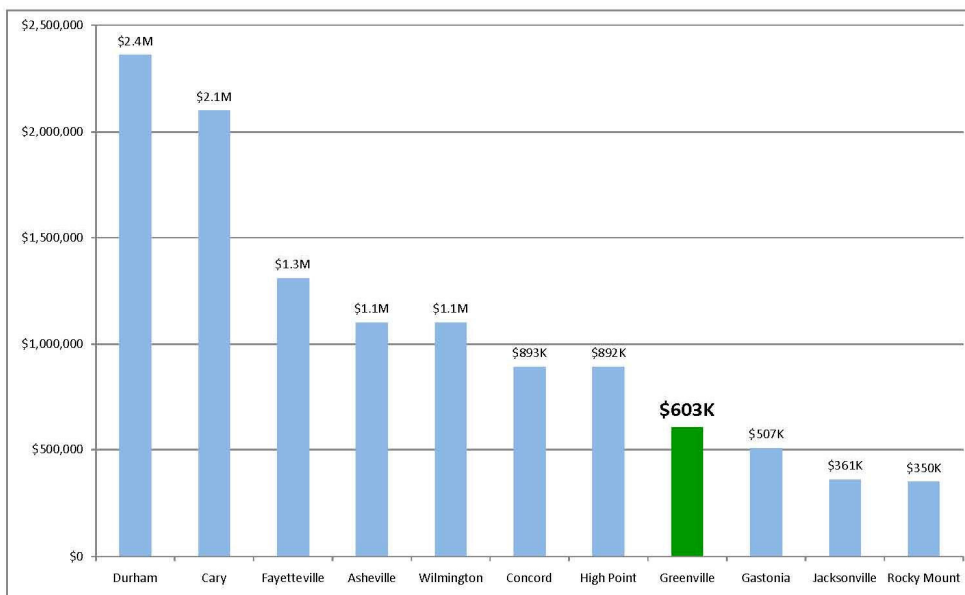
| Tax Exempt Properties | # of Parcels | Acres | Sq. Miles | Total Tax Value |
|-------------------------------------|---------------------|----------------|------------------|------------------------|
| Airport Authority | 6 | 698.93 | 1.09 | \$13,106,164 |
| City of Greenville | 662 | 2263.97 | 3.54 | \$73,048,003 |
| East Carolina | 181 | 724.52 | 1.13 | \$516,613,974 |
| Federal | 19 | 23.02 | 0.04 | \$7,912,523 |
| Greenville Housing Authority | 47 | 154.55 | 0.24 | \$22,459,920 |
| Greenville Utilities | 35 | 385.71 | 0.60 | \$32,571,066 |
| Other Utility | 31 | 42.86 | 0.07 | \$12,742,250 |
| Pitt Community College | 4 | 4.24 | 0.01 | \$1,953,580 |
| Pitt County | 65 | 734.30 | 1.15 | \$143,516,199 |
| Religious/Cemetery/Fraternal | 239 | 545.34 | 0.85 | \$143,348,411 |
| State of NC | 21 | 96.02 | 0.15 | \$14,936,876 |
| Vidant Medical | 60 | 185.43 | 0.29 | \$293,947,432 |

The industrial parks in Greenville are also outside of the City limits by long standing agreements. That is another \$1.5 billion in assessed value that the City receives no taxes from.

Greenville is the 10th largest city in the state in terms of size, but it has a tax base that is much closer to that of Rocky Mount or Jacksonville than to its peer cities such as Wilmington and Asheville. From a tax standpoint Greenville is not competitive with these cities.



Value of One Cent on the Tax Rate in Annual Revenue



FY2013-2014 - Data collected by City of Greenville, NC - Office of Economic Development

A ready site is normally a building or land that is for lease or purchase at an established price. There is typically a site plan that can be shared with an interested prospect and it shows where the driveway cuts and the property lines might be. Many times studies are completed that outline whether there are any environmental concerns on that property. Sometimes there are geotechnical studies where the subsurface conditions are actually studied to understand what foundation might be needed on the property and really the size of a building that might be constructed on that site. There may be some preliminary building plans that would indicate that a two-story office building could be built there with cost estimates per square foot and how quickly such a building could be erected. Sometimes the ready site may have utility and road infrastructure completed.

To get more sites like that around the City within the corporate limits, staff outlined a site ready program. There are certainly other jurisdictions in North Carolina that have had or have similar programs such as Hickory and Greensboro, but also there are institutional partners. Many large utility corporations have programs like this because ultimately if they get more utility users, that brings in revenue to their utility. States deal with this in different ways. The State of North Carolina does not necessarily provide money to prepare sites, but they do have a site ready program. If most of the criteria are met, they would list that as a ready site on their State database making it available to industries across the country. Other states provide some sort of monetary advantage to help people get a site ready.

The following is the program:



Greenville Site Ready Program

- Program outline:
 - Low interest loan through a Revolving Loan Fund (RLF).
 - Loan secured by deed of trust or other appropriate personal guarantee.
 - Fixed interest rate at 50 basis points over (5) year Treasury bond rate, (currently 2.3%) interest compounded quarterly.
 - No principal or interest payments due until the earlier of date of land sale or five years.
 - Applications for eligible properties reviewed & scored by committee that includes the Greenville Utilities Commission, City of Greenville and other economic development partners.
 - City Council will approve all loans.

- General requirements:
 - Property must remain for sale or lease during loan term at established sale price or lease rate.
 - Any sites not currently within the City-limits must be eligible for annexation and utility extension.
 - The site must hold or be eligible for reclassification to appropriate zoning category for commercial or industrial development.

Staff provided some typical costs that can vary depending on certain issues with a piece of property, but it gives a flavor of what it costs to go through predevelopment on properties ranging from thousands of dollars for site plan and boundary survey and other expenses. These certainly can be barriers to bringing certain pieces of property to market.

Greenville Site Ready Program Eligible Uses of Funding

| Predevelopment Activity | Typical Cost | Notes |
|---|---------------------|--|
| Boundary Survey | \$7,000 | Assumes a 10-15 acre site |
| Site Plan | \$15,000 | Assumes 10-15 acre site |
| Preliminary Building Plan (Industrial) | \$20,000 | Assumes 50,000 sq. ft. industrial structure |
| Preliminary Building Plan (Office) | \$25,000 | Assumes 20,000 square foot office structure |
| Phase I Environmental Survey | \$3,500 | Assumes a 10-15 acre site |
| Endangered Species Study | \$3,500 | Assumes a 10-15 acre site |
| Wetlands Delineation | \$10,000 | Assumes a 10-15 acre site |



| | | |
|--------------------------------|----------------|----------------------------------|
| Geotechnical Evaluation | \$7,500 | Assumes a 10-15 acre site |
|--------------------------------|----------------|----------------------------------|

Different partners are being looked at to be involved in this program. Staff is talking with the local utility and a presentation will be given to their board in early November. Staff is talking to economic development agencies in the State who can fund programs like this and looking at them as being the heaviest investors and more will come on that later. An initial commitment of \$30,000 is suggested for the Site Ready Program and that would be contingent on bringing the City Council the final program rules for review and comments. Also, staff will be asking for a commitment in the next budget for a similar amount that would match \$25,000 a year from the local utility for the next two years and a fairly substantial grant from an economic development agency that staff expects to be applying for and receiving again. The City management has indicated that, while not in the current budget, this funding is available in the contingency that was set aside.

Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Mercer to approve funding in the amount of \$30,000 for the "Site Ready" Program contingent upon City Council approval of the final program guidelines. Motion carried unanimously.

REVIEW OF OCTOBER 9, 2014 CITY COUNCIL AGENDA

The Mayor and Council reviewed the agenda for the October 9, 2014 City Council meeting. Council Member Smith requested that the naming of the computer lab at the Eppes Recreation Center be removed from the agenda for the October 9, 2014 City Council meeting.

Motion was made by Council Member Smith and seconded by Mayor Pro-Tem Mercer to remove the naming of the computer lab at the Eppes Recreation Center. Motion carried unanimously.

COMMENTS BY MAYOR AND CITY COUNCIL

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

Council Member Glover made additional comments about the Fire/Rescue Department Study. She is unaware of any organization that could have done a better job than the International City/County Management Association (ICMA) with providing the City with a study of the Fire/Rescue Department. ICMA is very diverse in their membership, highly used and recommended by the National League of Cities and the North Carolina League of Municipalities. Everybody does not know what dynamics are in Greenville's Fire/Rescue Department, but Mr. Joe Pozzo is a former Fire Chief who has worked in several cities and



he gave the City Council some points about where to go from here. There have been problems with the City's Fire Department for a long time, but she believes that ICMA's study will give the City a roadmap to move forward more efficiently and better.

She stated that when the groundbreaking was done for the Veterans Administration Center, participants were told that this Center has plans for adding a small hospital complex. As it grows and the emergency part opens, the City needs to look ahead on how to service the Center's patients.

Council Member Glover stated that \$200,000 was allocated last year for a design plan for the South Greenville Gym. This is one of the highest used gyms in the City where several community events have been held and the gym is not safe. The City cannot continue to wait for Pitt County School's allocation of monies, and she is asking staff to get this done by March 2015.

City Manager Lipscomb stated that the City Council approved money to start the design and that this was to be a partnership between the two entities. There has been a turnover in the Superintendent position. The new Superintendent of Pitt County Schools, Dr. Ethan Lenker, has taken the School Board through a new capital improvements program. She has met and corresponded with him on several occasions about them providing the full joint share of the South Greenville Recreation Center, but no financial commitment has been received from Pitt County Schools.

Upon consensus of the City Council with having this item placed on the agenda for November, City Manager Lipscomb stated that she would ask Dr. Lenker to attend that meeting as well.

CITY MANAGER'S REPORT

City Manager Lipscomb announced that the City of Greenville and A Time for Science will present the Fall Festival on Saturday, October 18, 2014, 10:00 a.m.-5:00 p.m., at Five Points Plaza (corner of Fifth and Evans Streets). Other sponsors of this event are Suddenlink, Pirate Nation, Pirate Radio, The Daily Reflector, PIP Printing and Marketing Services, and The Fresh Market. She thanked them for working with the City to establish this new event for the community, which is a fundraiser by the City of Greenville employees for the United Way of Pitt County.

CLOSED SESSION



Council Member Croskery moved to enter closed session pursuant to G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said laws rendering the information as privileged or confidential being the Open Meetings Law; G.S. §143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body; and G.S. §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, including discussion of a lawsuit entitled Sierra Software LLC vs. City of Greenville and Hassan Aden. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in closed session at 9:43 p.m. and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Croskery and seconded by Council Member Smiley to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 10:45 p.m.

ADJOURNMENT

Motion was made by Council Member Smith and seconded by Council Member Blackburn to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 10:46 p.m.

Respectfully Submitted

Polly Jones
Deputy City Clerk



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, OCTOBER 9, 2014

A regular meeting of the Greenville City Council was held on Thursday, October 9, 2014 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Mayor Pro-Tem Calvin Mercer gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin R. Mercer, Council Member Kandie Smith, Council Member Rose H. Glover, Council Member Marion Blackburn, Council Member Rick Smiley, and Council Member Richard Croskery

Those Absent:

None

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb reminded the City Council that the naming of the computer lab at Eppes Recreation Center was removed from the agenda by vote of the City Council at its meeting on Monday, October 6th. She asked that the item authorizing a grant application to the North Carolina Governor's Highway Safety Program from Monday's agenda be added in its place for re-approval due to a change in the dollar value of the grant application.

Upon motion by Mayor Pro-Tem Mercer and second by Council Member Blackburn, the City Council voted unanimously to make the recommended addition to the agenda.

Council Member Croskery then moved to adopt the agenda with the noted addition. Council Member Blackburn seconded the motion, which passed by unanimous vote.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

COMMUNITY APPEARANCE COMMISSION

Council Member Smiley continued the appointment for Diane Kulik's seat.



HISTORIC PRESERVATION COMMISSION

Council Member Smith made a motion to appoint McLean Godley to an unexpired term that will expire January 2017, in replacement of Allan Kearney, who resigned. Council Member Blackburn seconded the motion and it carried unanimously.

HUMAN RELATIONS COUNCIL

Council Member Glover continued the appointments for the following seats: Adam Caldwell, Robert Hudak, Shaterica Lee, and Maurice Whitehurst

INVESTMENT ADVISORY COMMITTEE

Mayor Pro-Tem Mercer made a motion to reappoint Tilwanda Steinberg to a second three-year term that will expire October 2017. Council Member Croskery seconded the motion and it carried unanimously.

POLICE COMMUNITY RELATIONS COMMITTEE

Mayor Thomas appointed Jermaine McNair to a first two-year term that will expire October 2016.

Mayor Pro-Tem Mercer appointed Diane Kulik to a first two-year term that will expire October 2016.

Council Member Blackburn appointed Belinda Perkinson to a second two-year term that will expire October 2016.

PUBLIC TRANSPORTATION AND PARKING COMMISSION

Council Member Croskery continued the appointment for Robert Thompson's seat.

YOUTH COUNCIL

Mayor Pro-Tem Mercer continued the appointments for the Youth Council.

SPECIAL RECOGNITION

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

Greenville Utilities Commission Chief Financial Officer Jeff McCauley stated he was a member and state representative of the Government Finance Officers Association and was here on behalf of that organization to present the City of Greenville with a Certificate of Achievement for Excellence in Financial Reporting. Mr. McCauley stated this is the 24th consecutive year in which Greenville has received this award, reflecting the professionalism and commitment of City staff and leadership of the City Council. City Financial Services Director Bernita Demery accepted the award on behalf of the City.



CHECK PRESENTATION FROM THE EASTERN NC CHAPTER OF JACK AND JILL OF AMERICA, INC.

Mary Patterson, from the Eastern North Carolina Chapter of Jack and Jill of America, Inc., assisted by her son, Richard Patterson, Jr., presented a check to the City of Greenville in the amount of \$8,500.00 to fund the purchase of 10 computers and monitors, a color laser printer and necessary software, licenses and office supplies for the Science, Technology, Engineering, Arts and Mathematics (STEAM) program at Eppes Recreation Center.

Council Member Smith thanked Ms. Patterson and her organization for the work they have done at the Eppes Recreation Center and stated she is extremely supportive of anyone who decides to put aside themselves and give to others.

Council Member Glover also thanked to Ms. Patterson for the work at Eppes Recreation Center and everything she and her organization do to enrich the lives of children in the community.

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX MEDFORD POINT, LOT 6, INVOLVING 19.8908 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF BRIARCLIFF DRIVE AND 500+ FEET EAST OF ALLEN ROAD – (ORDINANCE NO. 14-061)

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within the Arthur Township in voting district #1. The property is currently vacant with no population. A population of 686 people is estimated at full development. Current zoning is R6 (Residential[High Density Multi-family]), with the proposed use being 312 multi-family units. Present tax value is \$297,357, with tax value at full development estimated at \$31,497,357. The property is located within Vision Area F.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:15 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to comment in favor of the proposed annexation, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:16 pm.

Council Member Croskery moved to adopt the ordinance to annex Medford Point, Lot 6. Council Member Blackburn seconded the motion, which passed by unanimous vote.



ORDINANCE TO ANNEX NORTHGREEN COMMERCIAL PARK, PORTION OF LOT 6 AND PORTION OF LOT 7A, INVOLVING 0.222 ACRES LOCATED NORTH OF GREENPARK DRIVE AND 770+ FEET WEST OF NORTH MEMORIAL DRIVE – (ORDINANCE NO. 14-062)

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within the Greenville Township in voting district #1. The property is currently vacant with no population. No population is estimated at full development. Current zoning is CH (Heavy Commercial), with the proposed use being one telecommunication tower. Present tax value is \$20,316, with tax value at full development estimated at \$70,847.00. The property is located within Vision Area A.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:16 pm and invited anyone wishing to speak in favor to come forward.

Hearing no one wishing to comment in favor of the proposed annexation, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:18 pm.

Council Member Blackburn moved to adopt the ordinance to annex Northgreen Commercial Park, portion of lot 6 and portion of lot 7a. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY V. PARKER OVERTON TO AMEND THE FUTURE LAND USE PLAN MAP FROM A HIGH DENSITY RESIDENTIAL (HDR) CATEGORY TO COMMERCIAL (C) AND OFFICE/INSTITUTIONAL/MULTI-FAMILY (OIMF) CATEGORIES FOR THE PROPERTY LOCATED SOUTH OF FIRE TOWER ROAD, ADJACENT TO DUDLEY'S GRANT TOWNHOMES, AND WEST OF COREY ROAD, CONTAINING 85 ACRES – (ORDINANCE NO. 14-063)

Planner Chantae Gooby stated the current Future Land Use Plan Map was adopted on February 12, 2004. She then identified the property for which a change in designation has been requested and provided a brief history of said property. In 1988, this property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned R6MH (Residential-Mobile Home). There were two mobile home parks on the property at the time. The property is part of the Fire Tower Junction Preliminary Plat approved in 2009.

Over the years, there have been Future Land Use Plan Map amendments and rezonings in the general area. Most of the requests have been on a small scale, but there was one significant change. In 2007, there was a change to the Future Land Use Plan Map designation from OIMF (Office/Institutional/Multi-Family) and HDR (High Density Residential) categories to a C (Commercial) category. A subsequent rezoning request changed a portion of the R6MH zoning to CN (Neighborhood Commercial) for 24 acres. In



2012, there was a rezoning for the previously CN-zoned property and some remaining R6MH zoning to CG (General Commercial) for around 32 acres.

Ms. Gooby stated the subject area is located in Vision Area D. There is a floodway, as well as 100-year and 500-year floodplains associated with Fork Swamp Canal to the east and south of the property. Surrounding land uses and zoning are as follows:

North: CG – Fire Tower Crossing; CN – City owned

South: Raw30 and R6 - vacant

East: CG and R6 – vacant (under common ownership as applicant)

West: R6 – Dudley’s Grant Townhomes

Based on possible uses permitted by the requested land use plan category, Ms. Gooby stated the proposed category for Tract 1 could generate 4,278 trips to and from the site on Fire Tower Road, which is a net increase of 3,214 additional trips per day. A traffic volume report was not generated for Tract 2 since there is no change in density between the existing and proposed land use.

During the review process, measures to mitigate traffic impacts will be determined. Mitigation measures may include constructing turn lanes into the development and improvements at the adjacent signalized intersections, such as the construction of additional turn and/or through lanes.

Ms. Gooby stated that staff’s opinion is that the request is compatible with the comprehensive plan. She reported that the Planning and Zoning Commission voted to approve the request at its September 16, 2014 meeting.

Mayor Thomas opened the public hearing at 7:33 pm, inviting comment in favor of the proposed amendment.

Durk Tyson – No Address Given

Mr. Tyson stated he was representing the applicant, Parker Overton. He stated that City staff has done a great background on the property. In the early 2000’s, high density multi-family was a very hot commodity, but then the housing market fell out and the owner has been sitting on this property for 10 years. Now the interest is in light commercial and office uses. The Planning Department seems to favor a piece meal approach, so that’s how the current request was developed.

Hearing no further comment in favor of the proposed amendment, Mayor Thomas invited comment in opposition.

Hearing none, Mayor Thomas closed the public hearing at 7:35 pm.



Following general comments by fellow council members, Council Member Croskery moved to adopt the ordinance amending the Future Land Use Plan Map from an HDR (High Density Residential) category to the C (Commercial) and OIMF (Office/Institutional/Multi-Family) categories for the property located south of Fire Tower Road, adjacent to Dudley's Grant Townhomes, and west of Corey Road. Council Member Blackburn seconded the motion, which passed by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 7:41 pm, explaining procedures which should be followed by all speakers.

KRISTAL GAUTHIER – 2762 MERIDIAN DRIVE, APT 6 – GREENVILLE, NC

Ms. Gauthier stated she is the board chair of Eastern North Carolina Stop Human Trafficking Now. She highlighted key points of a resolution on the City Council's agenda for consideration later in the meeting, stated that their goal is to combat commercial sexual exploitation of children and vulnerable adults. She encouraged the City Council to vote in favor of adoption.

PAM STRICKLAND – 4128 DALE DR – FARMVILLE, NC

Ms. Strickland stated she is the founder of Eastern North Carolina Stop Human Trafficking Now. Their organization will hold a prevention conference later this month here in Greenville and she invited anyone who works with young people to come and learn how to prevent human trafficking. She stated that Mayor Thomas has encouraged them by offering to give the welcome at that conference. The organization has recently hired a Prevention Outreach Coordinator who will be teaching a prevention curriculum to middle school and high school students. The program is being made available to middle schools and high schools, after-school programs, and any other entities that serve this age group. In addition, the organization has planned Internet Safety Sessions at J. H. Rose and D. H. Conley High Schools. She asked that the City Council favorably consider adoption of the proposed resolution.

DON CAVELLINI – 101 LANCASTER DRIVE – GREENVILLE, NC

Mr. Cavellini stated as far as he is aware, there are no Council Members who have actually worked for the City. He expressed concerns about the City's grievance procedure, stating that he feels they are not being followed by the Public Works Department. He cited a situation in which a street division employee was suspended for a phone call that someone else made and said that no warnings were given. Mr. Cavellini said he feels that the City's grievance procedure needs to be changed related to notification having to do with discipline. He respectfully requested that the City engage the services of a consultant to insure the fairness of this process and to include a broad range of employees in the revision process.



There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 7:49 pm.

OTHER ITEMS OF BUSINESS

ANTI-HUMAN TRAFFICKING RESOLUTION – (Resolution No. 054-14)

Mayor Thomas stated he appreciates the comments made previously on this issue, which is a significant area of focus and concern. He stated he requested the proposed resolution be placed on the agenda at their request, and asked Police Chief Hassan Aden to comment.

Chief Aden stated there has been a shift in how local law enforcement looks at this issue over the past two years. In the past, these people were viewed as suspects, but now are seen as victims. Young men and women who are trafficked move very quickly between a set of cities to keep out of reach of law enforcement. The City has a rapid response team for cases where there is indication of trafficking involved and partnerships are in place with other cities such as Fayetteville, Durham, Raleigh and in some cases, Wilmington. Intelligence officers have been assigned to monitor certain media sites and a liaison has been assigned to meet monthly with the Hotel Association about people who are suspicious. Greenville has had training by a state expert in human trafficking and he believes the City's infrastructure is solid. He stated the Greenville Police Department is ready to go and fully believes in this initiative.

Council Member Blackburn thanked Chief Aden for the specific measures taken in Greenville and the members of Eastern North Carolina Stop Human Trafficking Now for their efforts to stop human trafficking.

There being no further discussion, Council Member Croskery moved to adopt the resolution combatting commercial sexual exploitation through comprehensive demand enforcement and prevention. Council Member Glover seconded the motion, which passed by unanimous vote.

(REMOVED) NAMING OF COMPUTER LAB AT EPPES RECREATION CENTER

(ADDED) RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM – (Resolution No. 055-14)

City Manager Lipscomb stated that the resolution referenced in this item was approved by the City Council at their meeting on Monday of this week, however the value of the grant application has changed from \$11,200.00 to \$10,000.00 so it is necessary to approve a revised resolution.



Upon motion by Council Member Blackburn and second by Council Member Glover, the City Council voted unanimously to adopt the resolution authorizing a grant application to the North Carolina Governor's Highway Safety Program in the revised amount of \$10,000.00.

STANDARD & POOR'S CREDIT RATING

Council Member Smith stated that portions of the credit rating report were taken out of context at a recent meeting and she feels it would be irresponsible of the City Council to not make the true intent of the report understood. She said that only the negative points of the report were highlighted at the previous meeting, so she had asked to review the last three reports. In looking at those, she noted that the City has consistently remained above its 14% goal for fund balance. Standard and Poors still indicates the City has very strong reserves. She stated the Vehicle Replacement Fund, from which it was proposed that \$1,000,000 be appropriated, is not part of the 14% fund balance.

Mayor Pro-Tem Mercer stated the rating agency did give the City kudos in a number of areas and he is very happy with the City's long tradition of positive financial practices. He noted, however, that while the rating agency awarded the City a AA rating with no negatives in the 2010 and 2011 reports, this late report awarded the AA rating but cautioned that the rating could be weakened by continued reductions in reserves.

Council Member Glover stated that often when the City's revenues are down it is due to actions taken by the state. Economic Development is very important to the City and while no one wants to make expenditures that cause the City to look bad, prudent use of reserves toward things like street and sidewalk improvements can help entice new development. Likewise, the City should not hold funds that could be used to benefit the health and welfare of its citizens.

Council Member Glover also noted that the current two-year election cycle does not allow for consistency on the City Council and there should be discussion on a move toward four-year staggered terms for elected officials.

Mayor Thomas asked how often the City gets a credit rating update. City Manager Lipscomb stated that the Standard and Poors rating is about every two years. Assistant City Manager Chris Padgett added that the City obtains a rating from Moody's before issuing any significant debt. He also noted that in 2014, Standard and Poors changed some of their rating criteria.

Council Member Smiley stated the challenge presented by the credit agency was related to the fact that the City suffered a loss of revenues, but still increased spending by 1%.



GRIEVANCE PROCESS

Council Member Smith stated she had asked for a briefing on the City's grievance process because she had been approached by citizens who had concerns. She stated the City's policies should be easy to navigate.

Human Resources Director Leah Futrell reviewed the current three-step grievance procedure, but noted the City's personnel policies are currently under revision and proposed new policies will be presented for consideration in a few months.

Council Member Blackburn asked how policies were made available to employees.

Human Resources Director Futrell stated all new employees get a complete policy manual which is reviewed with them during the orientation process and that these policies are available on the City's intranet as well. Additionally, employees can contact the Human Resources Department to obtain copies of specific policies and/or to have their questions answered.

Council Member Glover acknowledged the current policy revision process and stated she hopes supervisors will be given adequate training on administering these policies. She feels there are currently too many employees who feel they have been treated in a manner inconsistent with how other employees are treated in similar situations.

City Manager Lipscomb stated the City is engaged in an extensive process and updating all of its policies. Meanwhile, she stated she felt more front-line supervisory training was warranted and one group has already completed the training.

Human Resources Director Futrell stated once policy revisions are complete, extensive training will be provided to both supervisory/managerial personnel and to employees.

Following some general questions and answers about the current grievance policy, Council Member Smith asked if there is a timeframe for completion of the revisions to the policy.

Human Resources Director Futrell stated she expects the entire rewrite of personnel policies to be completed early in 2015.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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



CITY MANAGER'S REPORT

City Manager Lipscomb recommended cancelling the October 20, 2014 City Council meeting.

Upon motion by Council Member Smith and second by Council Member Glover, the City Council voted unanimously to cancel the October 20, 2014 City Council meeting.

ADJOURNMENT

Council Member Croskery moved to adjourn the meeting, seconded by Council Member Blackburn. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 8:59 p.m.

Respectfully submitted,

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

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Ordinance Amending the Open Burning Ordinance and the Manual of Fees for Burn Permits

Explanation: **Abstract:** The City requires that a burn permit be obtained for certain controlled burns. A nonprofit veterans organization has inquired about the potential of eliminating the open burning permit fee for flag retirement ceremonies conducted by nonprofit veterans organizations. Consistent with Council action to eliminate the fees for parade permits and events held at recreational facilities, the elimination of the fee is proposed. Since this fee is set forth in the Manual of Fees, an amendment to the Manual of Fees is required in addition to an amendment to the Open Burning section of the City Code.

Explanation: Section 12-1-19 of the Greenville City Code prohibits open burning of refuse or other combustible materials. Exceptions to this include outdoor cooking on barbecue grills, commercially obtained outdoor lighting (tiki torches), and chimeneas. Also excepted are times when an open burning permit is obtained from the Greenville Fire- Rescue Department for such controlled burns as bonfires and, with the coordination of the United States Forestry Service, for land development purposes.

A nonprofit veterans organization conducts a flag retirement ceremony which involves the burning of United States flags. They have received the required burning permit and were charged the \$50 fee. They have inquired about the potential for eliminating this fee when the flag retirement ceremonies are conducted by a nonprofit veterans organization.

Earlier this year, City Council eliminated the fee for certain parades, including those for patriotic events, and the use of recreational facilities for certain patriotic events. The patriotic events were the Veterans Day parade and ceremonies, the Memorial Day parade and ceremonies, and the July 4th Fireworks Display on the Town Common.

Consistent with this past action, it is appropriate to also amend the provisions of

the City Code and the Manual of Fees to eliminate the fee for open burning for flag retirement ceremonies conducted by nonprofit veterans organizations. A permit will still be required to be obtained but with no fee.

Attached is the ordinance which will accomplish this.

Fiscal Note: There is a fiscal impact by eliminating the fee.

Recommendation: Adoption of the attached ordinance which amends Section 12-1-19 of the Greenville City Code and the Manual of Fees would accomplish the suggested changes listed above.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Ordinance Amending Manual of Fees relating to Fees for Burn Permits 991554](#)

ORDINANCE NO. 14-
ORDINANCE AMENDING SECTION 12-1-19 OF THE GREENVILLE CITY CODE AND
THE MANUAL OF FEES RELATING TO FEES FOR BURN PERMITS

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

Section 1. That Section 12-1-19 of the Code of Ordinances, City of Greenville is hereby amended by rewriting subsection (C) to read as follows:

(c) The prohibition contained in this section does not include open burning allowed by open burning permits issued by the Greenville Fire Rescue Department for bonfires, open burning permits issued by the Greenville Fire Rescue Department, with the coordination and consent of the United States Forestry Service, for open burning in conjunction with land development, and open burning permits for flag retirement ceremonies conducted by a nonprofit veterans organization. Any permit is subject to revocation when the permit holder fails to comply with the conditions stated in the permit, the reasons for the permit have changed or the conditions including weather have changed.

Section 2. That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by rewriting the fee relating to Burn Permits contained in the Fire/Rescue Fees section so that it reads as follows:

| | | | |
|--------------------|----|---|---------|
| 010-0000-330-22-09 | FM | Burn Permit: Open Burning Except that there shall be no fee for a flag retirement ceremony when conducted by a nonprofit veterans organization | \$50.00 |
|--------------------|----|---|---------|

Section 3 All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 5. This ordinance shall become effective upon its adoption.

This the 10th day of November, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Amendment to the position allocation in the Public Works Department Sanitation Division

Explanation: **Abstract:** To maximize efficiencies and organizational structure, the Public Works Department is proposing to reclassify four Refuse Collector positions to Sanitation Crew Leader I positions.

Explanation: As part of the five-year conversion to automated collection within the Sanitation Division of Public Works, the Department is requesting to reclassify four Refuse Collection positions to four Sanitation Crew Leader I positions. The request is based on vacant crew leader positions resulting from recent retirements of Public Works employees. These positions are essential to customer service and reliability associated with solid waste services within the city.

In order for Public Works to operate efficiently, the requested Crew Leader I positions will provide both full-time driving as well as coverage for Crew Leader absences due to vacation, sick leave, or other approved leaves of absence. These positions are currently being filled on an interim basis with Refuse Collectors who have obtained their Commercial Driver's License. The promotion of four Refuse Collectors to Crew Leader I positions is part of the City's planned conversion to automated solid waste collection.

Fiscal Note: Sufficient personnel funds are available in the Division's current budget to cover this request during FY 2014-15. No budget amendment is required for this request.

Recommendation: Approve the request for an amendment to the position allocation within the Sanitation Division of the Public Works Department by reclassifying four Refuse Collector positions to Crew Leader I positions.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Establishment of fair market value for a City-owned property located at 1213 Chestnut Street

Explanation: **Abstract:** The City acquired the property located at 1213 Chestnut Street (tax parcel number 23784) in order to remove dilapidated and blighted housing conditions. Staff planned to replace these conditions with either affordable housing or an activity that would produce an economic benefit. This lot is within the Certified West Greenville Redevelopment Area.

Explanation: This is a request to establish fair market value on a City-owned property located at 1213 Chestnut Street (tax parcel number 23784). An appraisal of the property was completed in June of this year for the purposes of establishing fair market value. Moore and Piner were the appraisers. This property is within the Certified West Greenville Redevelopment Area and just south of the future Tenth Street Connector.

Recently, staff has begun to receive interest in this property. Therefore, it is recommended to begin the sealed bid process through first establishing fair market value. The establishment of fair market value will allow staff to move forward with the sale of the property. The subject property was appraised at \$10,000.00.

Fiscal Note: The total appraisal cost was \$350.00.

Recommendation: Staff recommends that the City Council establish fair market value on 1213 Chestnut Street (tax parcel number 23784) based on the appraisals acquired by staff.

Attachments / click to download

 [Initial Appraisal](#)

 [1213 - OPIS](#)

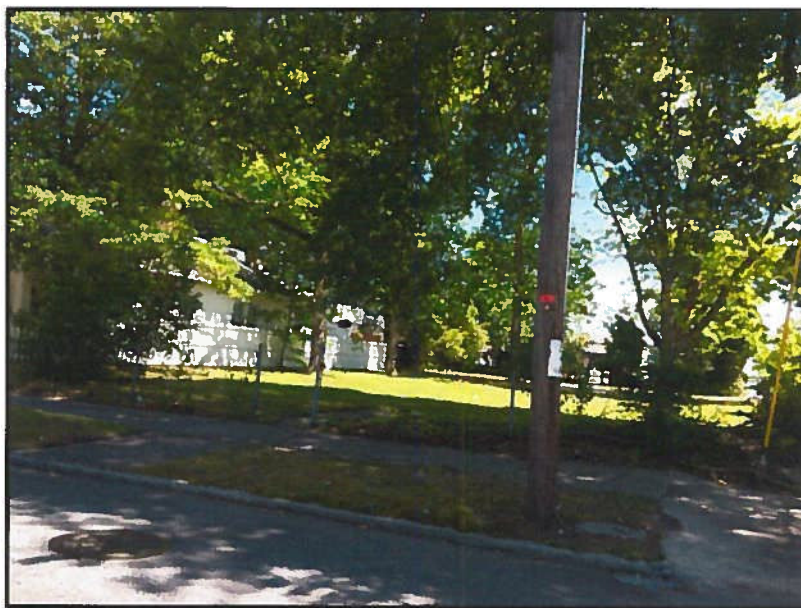


MOORE & PINER, LLC
Commercial Real Estate Services

COLLICE C. MOORE, MAI
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1105-A CORPORATE DRIVE
GREENVILLE, NC 27835-7183
TELEPHONE (252) 752-1010
FAX (252) 830-1240
www.mooreandpiner.com

Appraisal Report of:
Vacant Commercial Lot
1213 Chestnut Street @ West 14th Street
Greenville, Pitt County, North Carolina 27834



Client and Intended User:
Ms. Gloria Kesler
Community Development Department
City of Greenville
P. O. Box 7207
Greenville, NC 27835-7207

Date of Report: June 4, 2014
Effective Date of Valuation: May 30, 2014

Prepared by:
Collice C. Moore, Jr., State Certified General Appraiser
Moore & Piner, LLC
1105-A Corporate Drive
Greenville, North Carolina 27858

APPRAISALS - BROKERAGE - CONSULTING - DEVELOPMENT



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June 4, 2014

Ms. Gloria Kesler
Community Development Department
City of Greenville
P. O. Box 7207
Greenville, NC 27835-7207

RE: Appraisal Report of:
Vacant Residential Lot
1213 Chestnut Street @ West 14th Street
Greenville, Pitt County, North Carolina 27834

Dear Ms. Kesler:

As requested, I have performed a study of the above referenced property for the purpose of estimating the market value of subject's fee simple estate. I have prepared my findings within this Appraisal Report which has been prepared in accordance with Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). In addition, I have adhered to the Competency Provision of USPAP.

The subject of this appraisal study involves a vacant 9,147 square foot site located at 1213 Chestnut Street at West 14th Street in the City of Greenville, Pitt County, North Carolina. The property is identified by the Pitt County Tax Office as Parcel Number 23784 and is listed under the ownership of the City of Greenville. The estimate of market value is of subject's land only. Specifically excluded from this valuation are all items of tangible and intangible personalty.

After considering all factors of my investigations, it is my opinion that the current fair market value of subject's fee simple estate, as of May 30, 2014, is as follows:

TEN THOUSAND DOLLANS
(\$10,000)

The estimate of market value reported herein is not predicated upon any extraordinary assumptions or hypothetical conditions. The reader's attention is directed to the assumptions and limiting conditions contained within the addenda. I certify that I have no present or contemplated future interest in the property appraised. The estimate of market value reported herein is not predicated upon a minimum valuation, a specific valuation, or an amount that would favor the client.

No environmental, geo-technical, subsoils or percolation tests have been performed or submitted for use with this report, and this is beyond the scope of the appraisal assignment and my level of expertise. No adverse conditions were immediately apparent upon inspection, and it is assumed none are present.

Respectfully submitted,



Collice C. Moore, Jr., State Certified General Appraiser

Attachment:



TABLE OF CONTENTS

| | PAGE NO. |
|---|----------|
| SUMMARY OF SALIENT FACTS AND CONCLUSIONS | 1 |
| IDENTITY OF THE CLIENT AND INTENDED USER..... | 2 |
| PURPOSE AND INTENDED USE OF THE APPRAISAL | 2 |
| IDENTIFICATION OF THE PROPERTY | 2 |
| PROPERTY RIGHTS APPRAISED..... | 2 |
| DEFINITION OF VALUE..... | 3 |
| DATE OF REPORT AND EFFECTIVE DATES OF VALUATION | 3 |
| SCOPE OF WORK | 3 |
| ASSUMPTIONS AND LIMITING CONDITIONS | 4 |
| MARKET AREA ANALYSIS..... | 4 |
| SITE DATA..... | 9 |
| TAX DATA..... | 10 |
| ZONING DATA/PUBLIC AND PRIVATE RESTRICTIONS | 10 |
| HISTORY OF THE PROPERTY..... | 11 |
| HIGHEST AND BEST USE | 11 |
| VALUATION OF THE PROPERTY..... | 12 |
| SALES COMPARISON APPROACH..... | 13 |
| FINAL VALUE CONCLUSION | 18 |
| ANALYSIS OF EXPOSURE-MARKETING PERIOD | 19 |
| ADDENDA | 20 |
| Photographs of Subject Property | 21-22 |
| GIS Aerial..... | 23 |
| Pitt County Tax Card | 24 |
| Flood Map | 25 |
| Engagement Letter..... | 26 |
| Assumptions and Limiting Conditions | 27-28 |
| Qualifications and Certifications of the Appraisers | 29-30 |

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

My investigations in connection with this appraisal assignment revealed the following facts and conclusions:

| | |
|------------------------------|--|
| Client/Intended User: | The City of Greenville, NC |
| Current Owner of Record: | City of Greenville |
| Property Location: | 1213 Chestnut Street @ West 14 th Street Greenville, Pitt County, NC 27834 |
| Property Rights Appraised: | Fee Simple |
| Date of Report: | June 4, 2014 |
| Effective Date of Valuation: | May 30, 2014 |
| Market Area: | Residential Commercial, Retail, Institutional, |
| Land Data: | 9,147 Square Feet |
| Tax Parcel Number: | 23784 |
| Zoning Data: | CDF-Commercial Downtown Fringe |
| Highest and Best Use: | Commercial as demand warrants |
| Estimated Market Value: | \$10,000 |

IDENTITY OF THE CLIENT AND INTENDED USER

This appraisal is prepared for the sole and exclusive use of the City of Greenville. The use of this report by others is not intended and I assume no responsibility for the unauthorized use of this report.

PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the current market value of the subject's fee simple estate. This appraisal is not intended to be used for any other purpose. The estimate of market value reported herein is not predicated upon a minimum valuation, a specific valuation, or an amount that would favor the client.

IDENTIFICATION OF THE PROPERTY

The subject of this appraisal study involves a vacant 9,147 square foot site located at 1213 Chestnut Street at West 14th Street in the City of Greenville, Pitt County, North Carolina. The property is identified by the Pitt County Tax Office as Parcel Number 23784 and is listed under the ownership of the City of Greenville. The estimate of market value is of subject's land and any real property improvements referenced herein. Specifically excluded from this valuation are all items of tangible and intangible personalty.

For additional identification of the subject property copies of the current tax data, photographs, etc. are included within the addenda.

PROPERTY RIGHTS APPRAISED

The subject property is not known to be subject to any existing or pending long term market lease. The estimate of market value reported is therefore of subject's unencumbered fee simple estate in the land and real property improvements as described herein. The fee simple estate is described on Page 78 of The Dictionary of Real Estate Appraisal, Fifth Edition, as "*absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*"

I have not been provided a title opinion and I am unaware of any adverse easements or encumbrances affecting the use or marketability of the property. The estimate of market value reported herein is of subject's land only. Specifically excluded from this valuation are all items of tangible and intangible personalty.

DEFINITION OF MARKET VALUE

In this appraisal, market value is defined as *"the most probable price that a property should bring in a competitive and open market under all conditions requisite of a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- a. *buyer and seller are typically motivated;*
- b. *both parties are well informed or well advised, and acting in what they consider their best interest;*
- c. *a reasonable time is allowed for exposure in the open market;*
- d. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. *the price represents the normal consideration for the property sold unaffected by special or creative financing, or sales concessions granted by anyone associated with the sale".¹*

Market value does not account for the unpredictable buyer who pays a price in excess of that which is reasonable and supported by market data, nor those transactions made under adverse conditions of sale.

DATE OF REPORT AND EFFECTIVE DATE OF VALUATION

May 30, 2014 is intended as the effective date of valuation and coincides with the final date of inspection. The date of this report is June 4, 2014.

SCOPE OF WORK

Scope of work is identified as *"The extent of the process of collecting, confirming, and reporting data."* After accepting this appraisal assignment and defining the appraisal problem, an initial inspection of the subject site and the surrounding market area was made. Subsequently, I began my preliminary analysis and data collection for the subject property and the market data analyzed for comparative purposes. Information obtained for use in this appraisal was also gathered from the public records of Pitt County and the City of Greenville, such as the Pitt County Tax Assessor, the Pitt County Register of Deeds, and the City of Greenville Planning-Zoning Department. I have also obtained data from other local area real estate brokers and appraisers, national and regional publications, as well as office files and reference materials. I have inspected the property, at which time photographs of the property were taken.

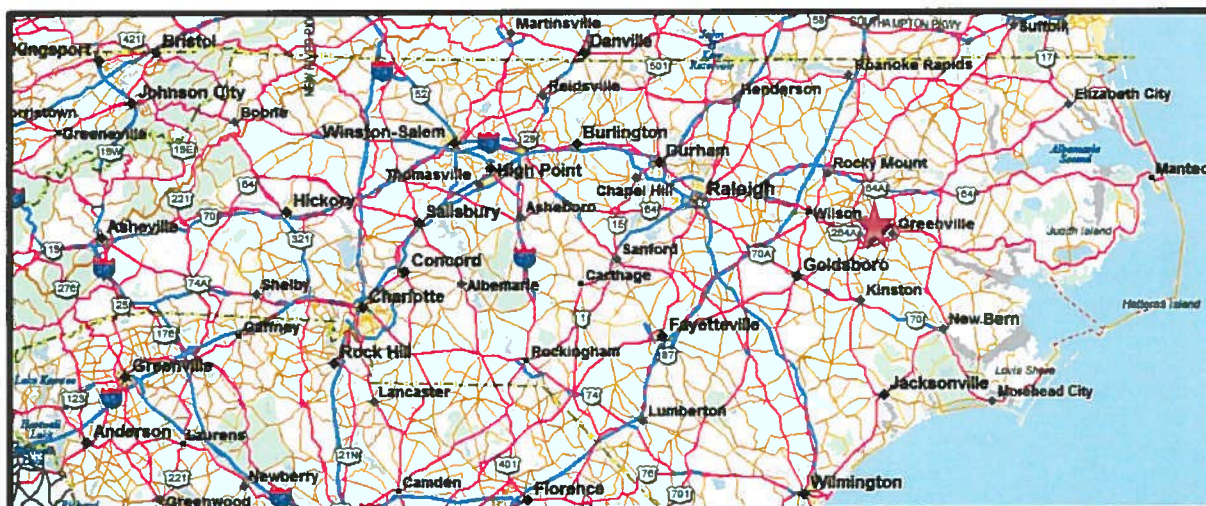
¹Office of the Comptroller of the Currency, 12CFR, Part 34

I have used the above information in the valuation of the subject property by Sales Comparison Approach. Since the subject property is vacant, this is the most applicable valuation for this property type. I have presented my findings within this Appraisal Report format, in accordance with Standards Rule 2-2(a) of USPAP. I have also adhered to the Competency Provision of USPAP.

ASSUMPTIONS AND LIMITING CONDITIONS

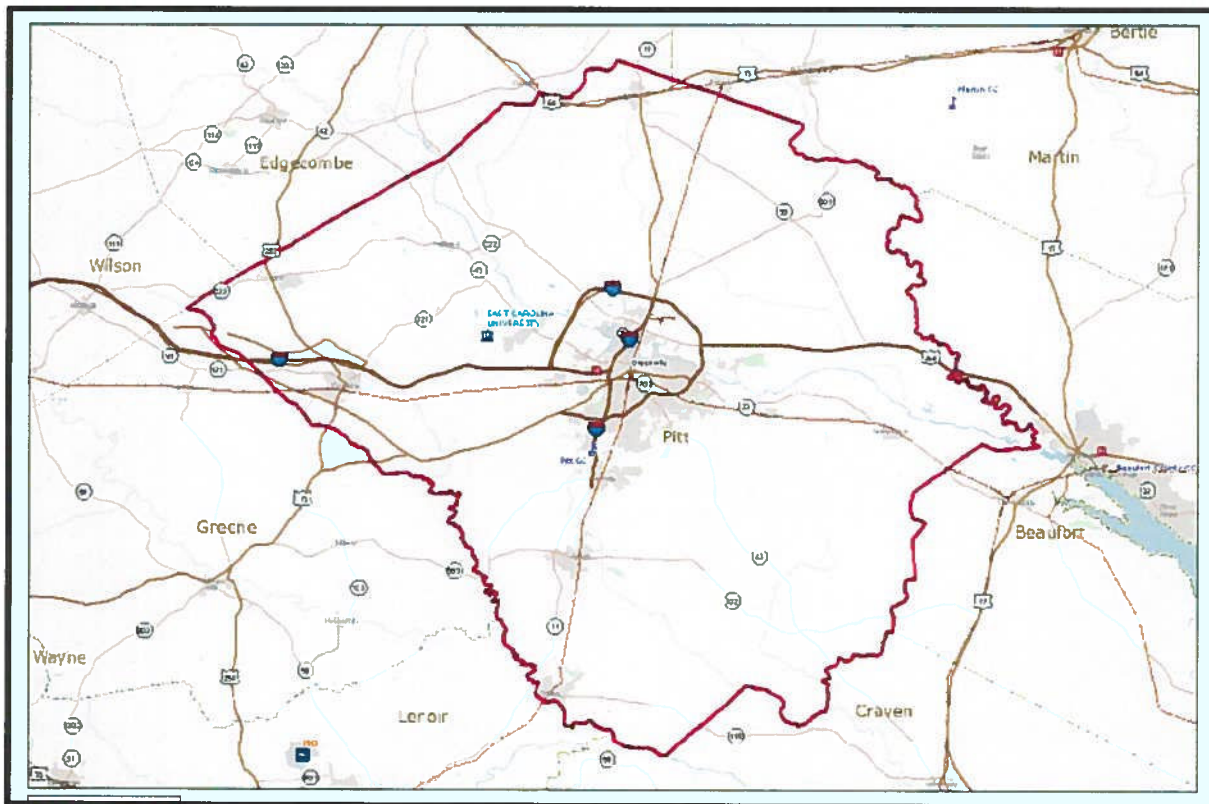
This appraisal is not predicated upon any *Extraordinary Assumptions or Hypothetical Conditions*. The reader's attention is directed to the detailed list of the standard assumptions and limiting conditions contained within the addenda.

MARKET AREA ANALYSIS



The subject is located in Greenville, Pitt County, North Carolina. Pitt County is located on the U.S. Atlantic seaboard approximately midway between Boston, Massachusetts and Miami, Florida. The county is within a day's drive of over half the nation's population. Many of the principal U.S. industrial markets are within two days drive by truck. The City of Greenville, the county seat, is located 82 miles east of Raleigh, the state's capital city; 125 miles southwest of Norfolk, Virginia; 157 miles south of Richmond, Virginia; 80 miles west of the coast, and 115 miles north of Wilmington, North Carolina (the State's major seaport). This central location provides ready access to many of the nation's and the South's urban centers. Greenville is also the home of East Carolina University (ECU), Vidant Medical Center (formerly Pitt County Memorial Hospital), the ECU/Brody School of Medicine, and Pitt Community College.

Transportation: The primary east-west and north-south corridors extending through Pitt County include U.S. 264 and N.C. 11, respectively. These are four-lane, limited access highways which provide convenient access to the nearby Interstates 95 and 40. Other major federal and state roads serving Pitt County include, U.S. 13, N.C. 33, U.S. 64, and N.C. 43. The area is also served by both the regional jet-port (Global Transpark) in Kinston, in neighboring Lenoir County, and the Pitt-Greenville Airport. Pitt County is within two hours of the Raleigh-Durham International Airport. Freight rail service is provided in Pitt County via the Seaboard System Railroad (an operating unit of CSX Corporation) and Southern Railway (a unit of the Norfolk-Southern Railway). The area is also served by more than thirty motor freight carriers. Greenville is within 120 miles of three major east coast deep-water ports handling both bulk and containerized shipments (Norfolk-Newport News, Morehead City, and Wilmington).



Population: A summary of the most recent reported population estimates for Pitt County and its nine largest incorporated municipalities is offered as follows:

| 2012 Population Estimates | | | | | | | | | |
|---------------------------|--------------------|-------------|-------|-----------|---------|--------|----------|------------|---------|
| Pitt County | Greenville | Winterville | Ayden | Farmville | Grifton | Bethel | Fountain | Grimesland | Simpson |
| 172,554 | 87,242 | 9,471 | 5,032 | 4,742 | 2,481 | 1,614 | 436 | 445 | 424 |
| Source: | U.S. Census Bureau | | | | | | | | |

The population of Pitt County increased 25.7% from the 2000 US Census to the 2010 Census, and the Pitt County population has reportedly increased by 2.6% from 2010 – 2012. According to population projections by the US Census Bureau, the population for the City of Greenville is expected to reach 100,000 by 2020. The Greenville Urban Area MPO is expected to grow at a steady growth rate of about 2 percent per year to Year 2030.

Building Permits: The total new construction building permits (including residential and commercial construction, but excluding additions, alterations, accessory structures, etc.) for the City of Greenville over the past seven fiscal years, as reported by the Inspection Division for the City of Greenville, are summarized as follows:

New Construction Building Permits (Total) - City of Greenville
Source: City of Greenville-Inspection Division

| <u>Fiscal Year</u> | <u>Total Permits</u> | <u>Total Value</u> |
|--------------------|----------------------|--------------------|
| 2006-2007 | 1,134 Permits | \$181,854,052 |
| 2007-2008 | 1,064 Permits | \$180,469,317 |
| 2008-2009 | 366 Permits | \$ 54,839,752 |
| 2009-2010 | 366 Permits | \$ 60,704,184 |
| 2010-2011 | 248 Permits | \$117,137,952 |
| 2011-2012 | 278 Permits | \$ 97,438,828 |
| 2012-2013 | 299 Permits | \$ 60,235,038 |

As a result of the overall economic downturn, the total number of building permits for Fiscal Year (FY) 2008-2009 declined 63.8% from the previous fiscal year. As noted, the preceding chart identified the total historical building permits, which include all residential and commercial. Of this total, the following chart identifies the historical new construction permits noted just for single family residential units:

Building Permits (SFR) - City of Greenville
Source: City of Greenville-Inspection Division

| <u>Fiscal Year</u> | <u>Total Units (SFR)</u> | <u>Total Value</u> | <u>Avg. Value</u> |
|--------------------|--------------------------|--------------------|-------------------|
| 2005-2006 | 617 Units | \$73,769,243 | \$119,561 |
| 2006-2007 | 559 Units | \$68,016,159 | \$121,675 |
| 2007-2008 | 431 Units | \$49,880,935 | \$115,733 |
| 2008-2009 | 161 Units | \$21,644,350 | \$134,437 |
| 2009-2010 | 197 Units | \$22,162,826 | \$112,502 |
| 2010-2011 | 158 Units | \$19,677,735 | \$124,543 |
| 2011-2012 | 183 Units | \$22,599,750 | \$123,496 |
| 2012-2013 | 200 Units | \$27,339,780 | \$136,699 |

As noted, the single family residential building permits decreased about 62.6% from FY 2007-2008 to FY 2008-2009. The single family residential permits increased about 22.4% from FY 2008-2009 to FY 2009-2010, but decreased again for FY 2010-2011. For 2011-12, the new residential permits increased 15.8% from the previous fiscal year. For 2012-13, the new residential permits increased 9.2% from the previous fiscal year.

Employment: The average unemployment rates for the past few years for the City of Greenville, Pitt County, North Carolina and the United States, as reported by the North Carolina Employment Security Commission, are as follows:

Average Historical Unemployment Rates

| | Greenville | Pitt County | North Carolina | United States |
|----------------|-------------------|--------------------|-----------------------|----------------------|
| 2014 Jan – Mar | 5.7% | 6.5% | 6.7% | 6.9% |
| 2013 | 7.4% | 8.5% | 8.4% | 7.4% |
| 2012 | 8.5% | 9.8% | 9.5% | 8.1% |
| 2011 | 9.2% | 10.8% | 10.5% | 9.0% |
| 2010 | 8.9% | 10.6% | 10.9% | 9.6% |
| 2009 | 8.4% | 10.2% | 10.5% | 9.3% |
| 2008 | 5.5% | 6.5% | 6.3% | 5.8% |
| 2007 | 4.3% | 5.1% | 4.8% | 4.6% |

As noted, local unemployment rates are generally in line with those of the state and national averages, and as a result of economic conditions, unemployment rates began trending upward during the mid to latter part of 2008. Pitt County has a labor force of about 84,500. The reported labor force for the City of Greenville is about 43,500. A few of the major local area employers include Vidant Medical Center (formerly Pitt County Memorial Hospital), East Carolina University, NACCO Materials Handling Group, and DSM Pharmaceuticals. Other significant local area employers include the City of Greenville and Pitt County, Pitt Community College, Grady-White Boats, Overton’s Sporting Goods, Metrics Pharmaceuticals, etc.

Retail Sales: Over the past several years, Greenville and Pitt County have become a leading retail center in eastern North Carolina, with retail sales exceeding the surrounding counties of Nash, Wayne, and Wilson. The North Carolina Department of Revenue reports retail sales on a fiscal year basis, and the following chart reflects gross retail sales over the past few fiscal years:

GROSS RETAIL SALES (TAXABLE SALES FROM 2006-2007 FORWARD)

| Fiscal Year | Greenville | Pitt County | Nash County | Wayne County | Wilson County |
|--------------------|-------------------|--------------------|--------------------|---------------------|----------------------|
| 2006-2007 | \$1,134,979,924 | \$1,478,571,030 | \$905,246,300 | \$988,941,515 | \$739,641,236 |
| 2007-2008 | \$1,131,860,499 | \$1,496,873,481 | \$881,919,599 | \$957,052,672 | \$780,553,647 |
| 2008-2009 | \$1,080,645,460 | \$1,399,853,185 | \$817,540,894 | \$956,525,116 | \$709,357,554 |
| 2009-2010 | - | \$1,508,725,376 | \$850,188,476 | \$877,157,811 | \$724,690,344 |
| 2010-2011 | - | \$1,763,283,579 | \$868,253,556 | \$902,226,600 | \$737,674,146 |
| 2011-2012 | - | \$1,817,942,598 | \$906,710,215 | \$1,020,586,270 | \$769,341,633 |
| 2012-2013 | - | \$1,846,032,936 | \$875,986,229 | \$976,874,673 | \$797,319,829 |

As shown, the retail sales for Greenville and Pitt County compare favorably to those of the surrounding counties. Greenville is a major retail market for eastern North Carolina and accounts for a significant portion of the retail sales for the overall county. As a regional retail trade center, and by being the home of ECU and Vidant Medical Center, retail sales for the Greenville market area are anticipated to continue to fare better than that of the surrounding market areas. Currently, all of Greenville's retail centers reflect relatively good occupancies, considering current economic conditions, and there is no apparent oversupply of commercial retail space. New developments are demand driven and speculative developments are generally atypical.

Neighborhood Analysis:

The subject property is located at the corner of West 14th Street and Chestnut Street just west of CBD of the City of Greenville. In recent years, a significant amount of institutional expansion and revitalization has occurred in the CBD. For example, the City of Greenville (COG) constructed a new Fire-Rescue Building in the southwest corner of Greene Street and West Fifth Street, and the COG made significant improvements to their municipal facilities on Fifth and Washington Streets. Private developers assembled land in the southeast corner of Second Street and Evans Street and constructed the 30,000 square foot U.S. Federal Courthouse. Pitt County expanded the county courthouse complex in the block bounded by Second, Third, Evans, and Washington Streets. The base contract for this 4-story courthouse annex expansion exceeded \$7,700,000. The State of North Carolina has been assembling property in the eastern perimeter of the CBD, consisting of the area bounded on the north by First Street, the south by Fourth Street, the east by Reade Street, and the west by Cotanche Street. A new US Bankruptcy Court was completed in 2013 and is located along Reade Circle.

A partnership between the City of Greenville, North Carolina DOT and the Vidant Medical center has resulted in the acquisition of right of way and the pending construction of the 10th Street Connector which is a major thoroughfare that will pass just north of the subject at Farmville Blvd and 14th Street. This new road will connect the medical campus of the City of Greenville including Vidant Medical Center and the ECU/Brody School of Medicine to the west with the main campus of East Carolina University to the east.

In conclusion, there has been, and is anticipated to be significant development and expansion of the Central Business District of Greenville. The area has undergone revitalization in past years, and it is anticipated that the area is in another revitalization cycle. My market analysis identified no adverse external influences affecting subject property

SITE DATA

The subject of this report is identified as Pitt County Parcel ID 23784 and comprises a land area of 9,147 square feet. An aerial image of the site is shown below:



This subject has 152 lineal feet of frontage along the western side of 14th Street and 64 lineal feet of frontage along the south side of Chestnut Street. Fourteenth Street is a 60 foot wide right of way featuring concrete curb and gutter. Chestnut Street is a 50 foot right of way also featuring concrete curb and gutter.

All public utilities are available to the land and the site is level and at street grade. The property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency. According to the Pitt County Soil Survey, the subject site is made up of predominantly Wickham sandy loam.

Overall, the site has good physical utility for commercial use. I am unaware of any adverse physical features to the land, other than noted above. The best description of the land would be the sketches and photographs included throughout this report. The physical characteristics of the land do not adversely affect the highest and best use of the property, or its functional utility in regards to commercial development.

TAX DATA

The subject property is identified by the Pitt County Tax Assessor as Tax Parcel Number 23784. Pitt County's most recent tax revaluations became effective January 1, 2012. The current assessed value of the subject property is \$5,250. As of the date of this report, the Year 2014 tax rates have not been established. The combined Year 2013 tax rate for the City of Greenville and Pitt County was \$1.20 per \$100 of assessed value. This reflects a current annual tax burden of \$63. The annual tax burden is consistent with similarly improved properties in the local market area and creates no significant undue tax burden.

ZONING DATA/PUBLIC AND PRIVATE RESTRICTIONS

The subject parcel is located within the City of Greenville's CDF (Commercial Downtown Fringe) Zoning District. A copy of the zoning map for the subject property and immediate adjoining properties is as follows:



According to the Greenville City Zoning Ordinance, the purpose of the CDF District is to, *"provide commercial and service activities designed to enhance the downtown commercial area, stimulate redevelopment and encourage a compatible mix of commercial and high density residential development."*

Some of the permitted uses in the CDF zoning district include single-family dwellings, municipal offices, restaurants, offices, banks and automotive sales and repair facilities. The dimensional regulations for the CDF district include a 60' minimum lot width, a 25' public street setback, an 8' side setback, a 15' rear setback and a maximum height of 35 feet.

I have not been provided a title opinion. This property is also subject to applicable local and state building code ordinances, regulations regarding the treatment of water and sewer as imposed by the Pitt County Health Department, public right-of-way access regulations as imposed by the

NC-DOT, utility easements, etc. No change in zoning is anticipated for the foreseeable future. I am unaware of any existing or proposed public or private restrictions which would adversely impact the use or marketability of subject, and it is assumed none are present.

HISTORY OF THE PROPERTY

The subject property was conveyed to the current owner The City of Greenville, Brian R. Becker, Trustee as recorded in Deed Book 2337, Page 798 of the Pitt County Registry. This is reported as a foreclosure deed and the price shown is \$6,854.28.

To the best of my knowledge, there have been no other sales or conveyances involving the ownership of the subject property within the past five years preceding the date of this report.

HIGHEST AND BEST USE

According to the *Dictionary of Real Estate Appraisal, Fifth Edition*, Page 93 as published by the American Institute of Real Estate Appraisers, Highest and Best Use is defined as follows:

1. *The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest land value.*
2. *The probable use of land or improved property – with respect to the user and timing of use – that is adequately supported and results in the highest present value.*

The definition of highest and best use is applicable to studies of vacant property as well as improved property. An appraiser forms an opinion of highest and best use for the land only, as if vacant and available for development. Having reached a conclusion of use for the vacant property, the existing improvements are then inspected and analyzed. It is then necessary to form an opinion as to whether the improvements are in keeping with the highest and best use which has been previously developed for the vacant site. If these improvements do not conform to such a use, it is then necessary to estimate what value, if any, the improvements in their misplaced contribute to the land. The subject is located within an area of the City of Greenville which is zoned for commercial use. New commercial developments in the local market area are demand driven and/or owner-occupied facilities, with no new speculative development noted or anticipated for the foreseeable future. Therefore, considering all factors, it is my opinion that the highest and best use of the subject property is for future commercial development, as demand warrants, in accordance with the local zoning, physical features of the land, and the surrounding land use development pattern. These commercial uses could include general commercial uses as well as fast food restaurants, gas station/c-stores, etc.

VALUATION OF THE PROPERTY

The market value of a property is contingent upon all factors affecting real estate within a given year at a particular time. The techniques generally employed in real estate valuation include the Cost, Sales Comparison, and Income Capitalization Approaches. These approaches are based upon three major facets of value:

1. the current cost of reproducing a property less loss in value from physical deterioration, functional obsolescence, and/or economic obsolescence (accrued depreciation);
2. the market value indicated by recent sales of comparable properties in the market; and
3. the investment value that a property's net earning power will support based upon capitalization of the income stream.

As discussed, the Sales Comparison Approach will be utilized in the valuation of this property type.

SALES COMPARISON APPROACH

In the Sales Comparison Approach, the subject property is compared to similar properties that have sold or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties. The real estate appraisal principle of substitution plays a significant factor in the Sales Comparison Approach in that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility or desirability without undue delay. To apply the Sales Comparison Approach, an appraiser follows a systematic procedure:

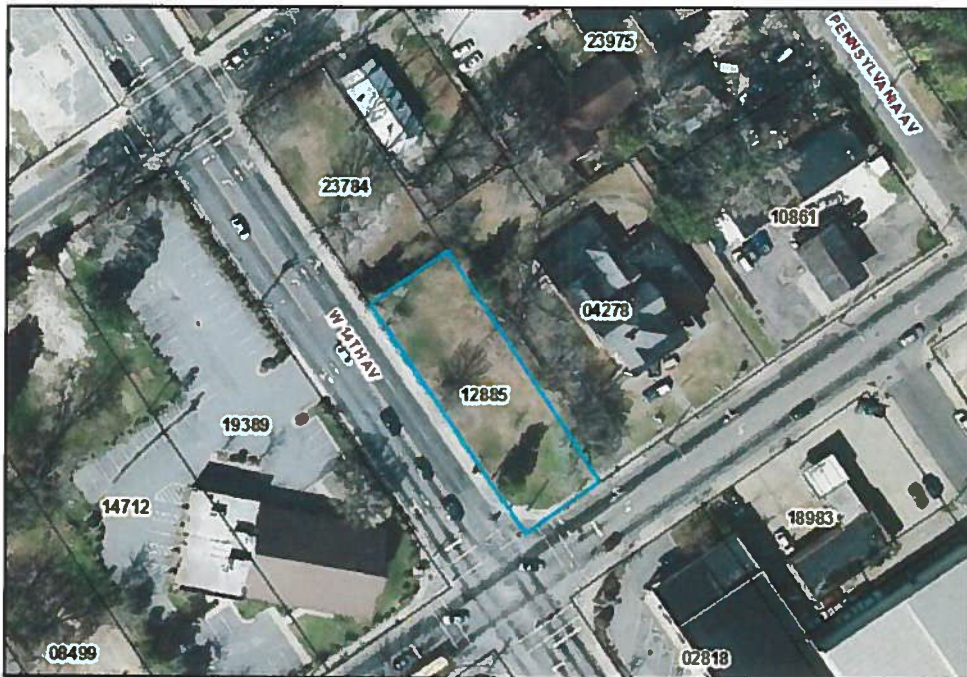
1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract.
2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's length market considerations.
3. Select relevant units of comparison (e.g. price per acre, price per square foot, or per front foot) and develop a comparative analysis for each unit.
4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparisons. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables to a value bracket and then to a single value indication.²

Based on my research and analysis of the local and regional market area, the following sales are offered for comparison to subject:

²The Appraisal of Real Estate, 13th Edition, Page 301-302

LAND SALE NO. 1

| | |
|------------------------|---|
| Location: | 1210 Dickinson Ave., Greenville, NC |
| County/Tax Map: | Pitt/ Parcel #12885 |
| Grantor: | City of Greenville |
| Grantee: | Broderick Best |
| Confirmed by: | Grantor & Public Records |
| Date of Sale: | June 17, 2011 |
| Deed Book/Page: | 2870 / 590 |
| Stamps: | \$31 |
| Sales Price: | \$15,500 |
| Financing: | Cash to Seller |
| Cash Equivalent Price: | \$15,500 |
| Land Area: | 10,890 SF ; 0.25 Acres |
| Frontage: | +180' – W. 14 th St. +59' – Dickinson Ave. |
| Utilities: | All City |
| Zoning: | CDF |
| Unit Price: | \$1.42/SF |
| Comments: | This lot sale is directly adjacent to the subject to the southeast. |



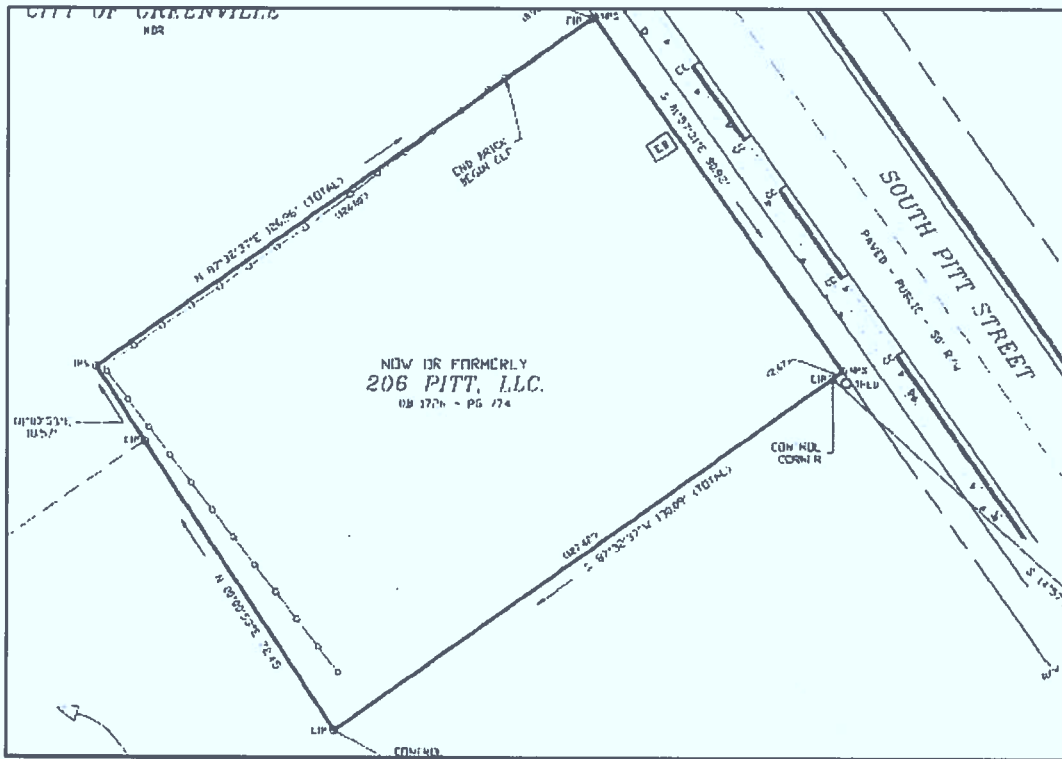
LAND SALE NO. 2

| | |
|------------------------|--|
| Location: | 111 Wade Street, Greenville, NC |
| County/Tax Map: | Pitt/ Parcel #1717 |
| Grantor: | Eastern Realty Company |
| Grantee: | T-Deec Holdings, LLC |
| Confirmed by: | Grantor & Public Records |
| Date of Sale: | June 08, 2011 |
| Deed Book/Page: | 2868 / 649 |
| Stamps: | \$30 |
| Sales Price: | \$15,000 |
| Financing: | Cash to Seller |
| Cash Equivalent Price: | \$15,000 |
| Land Area: | 19,556 SF ; 0.449 Acres |
| Frontage: | +280' – Wade St. +69.95' – Dickinson Ave. |
| Utilities: | All City |
| Zoning: | CDF |
| Unit Price: | \$0.77/SF |
| Comments: | NA |



LAND SALE NO. 3

| | |
|------------------------|--|
| Location: | 206 S. Pitt Street, Greenville, Pitt County, NC |
| Tax Map: | Parcel #04405 |
| Grantor: | 206 Pitt, LLC |
| Grantee: | T-Decc Holdings, LLC |
| Confirmed by: | Grantor & Public Records |
| Date of Sale: | July 2, 2010 |
| Deed Book/Page: | 2761/578 |
| Stamps: | \$68 |
| Sales Price: | \$34,000 |
| Financing: | Cash to Seller |
| Cash Equivalent Price: | \$34,000 |
| Land Area: | 0.27 Acres |
| Frontage: | 90.92' – W/S Pitt Street |
| Utilities: | All City |
| Zoning: | CDF |
| Unit Price: | \$125,926/Acre or \$2.90/SF |
| Comments: | A survey of the site is recorded in PC 73, Slide 110. Property is located along the western edge of the downtown CBD area of Greenville. |



| Land Sales Adjustment Chart | | | | |
|--|--|---|--|-----------------------------------|
| Identity | Subject | Sale 1 | Sale 2 | Sale 3 |
| Date | 05/2014 | 06/2011 | 06/2011 | 07/2010 |
| Location | 1213 Chestnut St. Greenville, NC | 1210 Dickinson Ave. Greenville, NC | 111 Wade Street Greenville, NC | 206 S. Pitt St. Greenville, NC |
| Deed Book/Page | 1272 / 409 | 2870 / 590 | 2868 / 649 | 2761 / 578 |
| Grantor/Grantee | Braswell/COG | COG / Best | E. Realty Co./T-Deec | 206 Pitt, LLC / T-Deec |
| Zoning/H&B Use | CDF | CDF | CDF | CDF |
| Size | 9,147 SF | 10,890 SF | 19,556 SF | 11,761 SF |
| Frontage/Exposure | + -152'-W. 14 th St. + -64'-Chestnut St. | + -180'- W. 14 th St/ + -59' - Dickinson Ave. | + -280'-Wade St. + -69.95'-Dickinson Ave. | + -90.92' - Pitt St. |
| Utilities | All City | All City | All City | All City |
| Sales Price | NA | \$15,500 | \$15,000 | \$34,000 |
| Unit Price | NA | \$1.42/SF | \$0.77/SF | \$2.90/SF |
| Adjustments | | | | |
| Property Rights | Fee Simple | -0- | -0- | -0- |
| Financing Conditions | Conventional | -0- | -0- | -0- |
| Sale Conditions | Arms Length | -0- | -0- | -0- |
| Market Conditions | Current | -0- | -0- | -0- |
| Location/Physical Characteristics | Average | 10%- | 30%+ | 40%- |
| Net Adjustment | - | 10%- | 30%+ | 40%- |
| Adjusted Unit Price | - | \$1.28/SF | \$1.00/SF | \$1.74/SF |

Analysis of Land Sales:

These land sales have occurred between July of 2010 and June of 2011. No adjustments are required to either of the sales for property rights conveyed, or financing conditions. Land Sale 1 is considered to be superior in regards to location and has been adjusted downward.

Land Sale 2 has been adjusted upward for size since larger properties typically sell at lower per unit prices.

Land Sale 3 has also been adjusted upward for size. This sale has also been adjusted upward for location.

After making all adjustments considered necessary, the range in adjusted unit sales prices is from \$1.00 per square foot to \$1.74 per square foot. It is my opinion that the market would support a value to the subject of \$1.10 per square foot as follows:

Gross Land Area:
9,147 SF @ \$\$1.10/SF = \$10,062

Estimate of Land Value by Comparison: [R] \$10,000

FINAL VALUE CONCLUSION

The purpose of this appraisal is to estimate the present market value of subject's fee simple estate. The Sales Comparison Approach best reflects the attitudes of market buyers and sellers. The greatest weakness is that no two properties are exactly alike. In my market analysis, I have attempted to identify comparable sales involving similar properties to the subject. Where differences between the subject and sale properties are noted, appropriate adjustments have been made. Since the subject property is vacant, the Cost Approach and Income Approach are not applicable.

Based upon the quantity and quality of market data available, it is my opinion that the present fair market value of subject's FEE SIMPLE ESTATE, as of May 30, 2014 is as follows:

**TEN THOUSAND DOLLARS
(\$10,000)**

ANALYSIS OF EXPOSURE TIME

The exposure/marketing time of any property is dependent upon the property type, the asking price, marketing techniques, etc. It also specifically includes market supply-demand characteristics. Based on my analysis of market data, and considering subject's overall location and physical characteristics, as well as current market conditions, it is my opinion that a reasonable exposure time for this property type would be approximately 12-24 months. **Also, a marketing time of 12 months is considered reasonable.** This assumes that the property is actively marketed for sale, within a reasonable range of estimated market value. Leasing agents and local real estate practitioners in the Greenville market area are reporting extended marketing times, which is typical of most areas of Eastern North Carolina.

ADDENDA

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject



View of Frontage along Dickinson Ave.

PHOTOGRAPHS OF SUBJECT PROPERTY

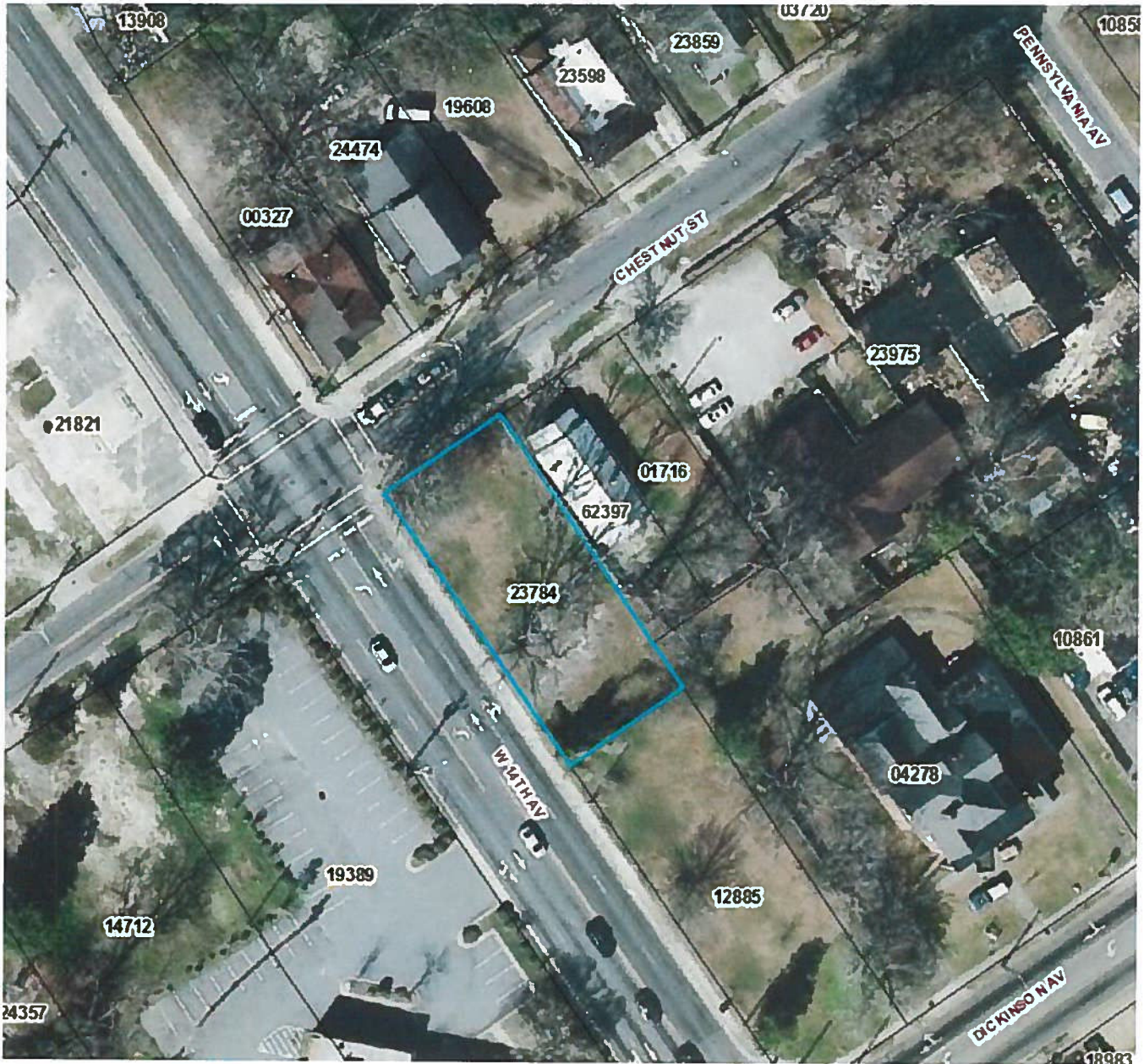


Front View of Frontage along Chestnut Street




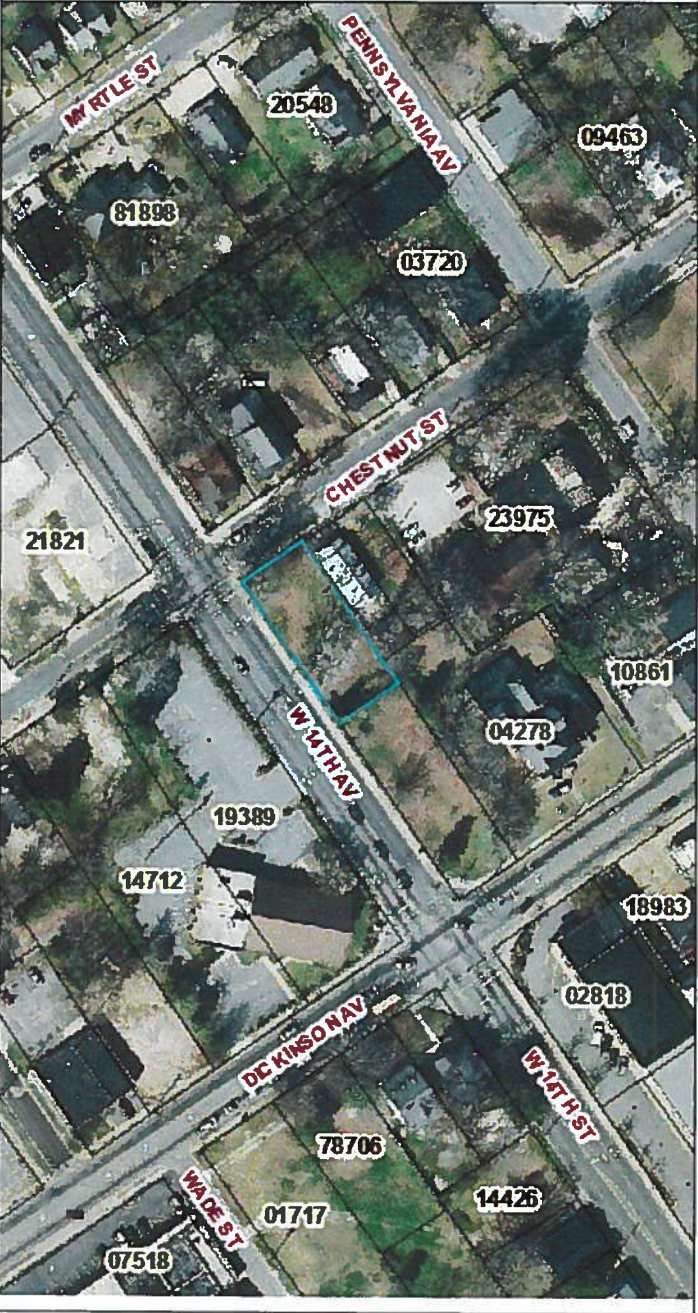


Overall View of Site

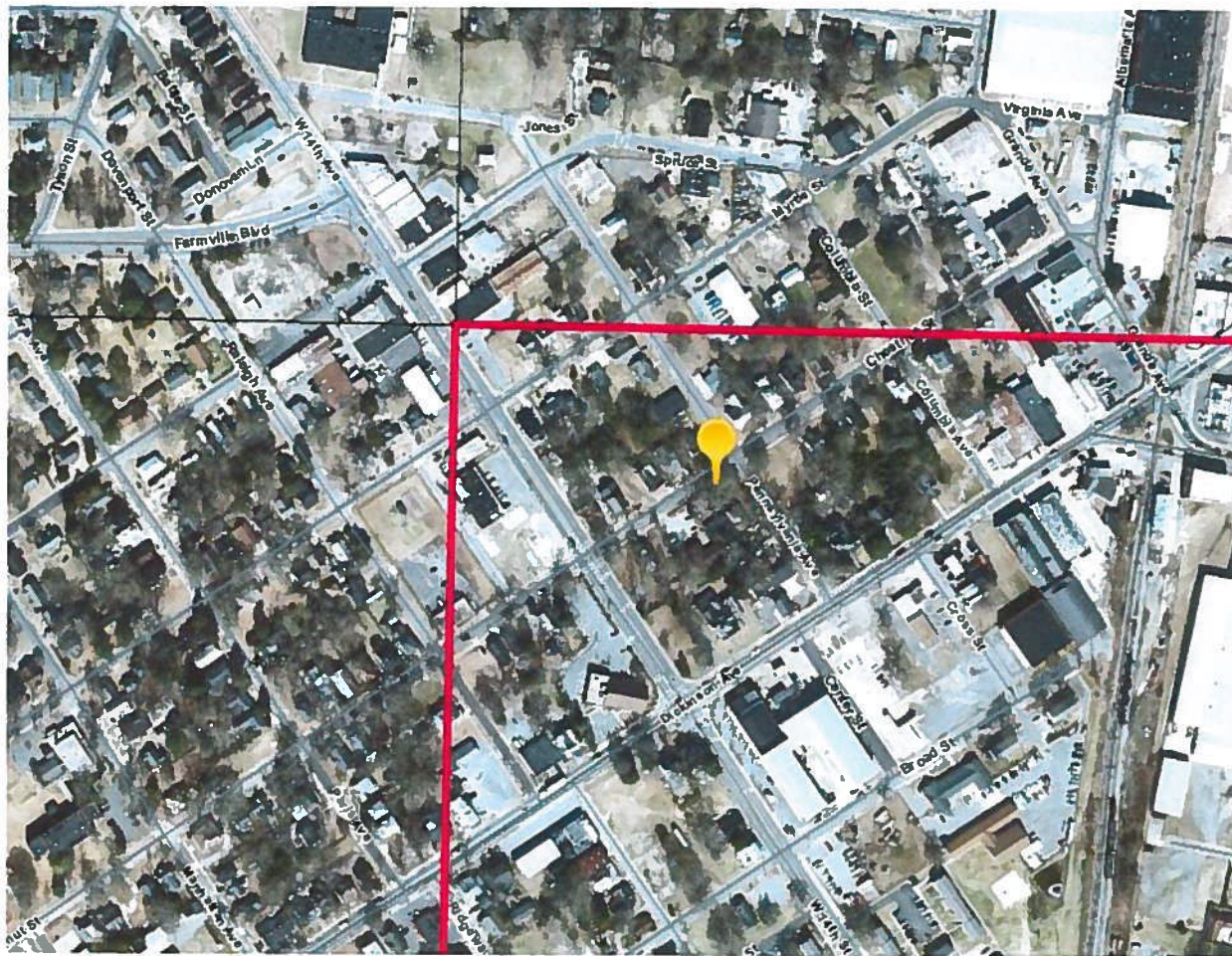
Pitt County GIS Aerial



Pitt County Tax Card

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--------|-------|------------------|------------------|------------|--------------------|---------------|-------------|---------------|--|---------------|--|--------------------|---------------------|--------|------------|-------------------------------|--|-------------------------|--------------------|-------------|--|-------|--|------------------------|--|-------|------|-----------------------------|---------|----------|---|----------------------|---------|-----------------------------|-----|---------------------|--|---------------------|---|------------|--|-------------------|--|----------------|--|----------------------|-----|------------|---------|----------------------------|---------|-------------------------|---------|------------------|------|--------------|------------|----------|------------|-----------------------|---------------------|--------------|------|--------------|--------|-------------------|---------------------|---------------|--------------|-------------|-------------|
|  <p>Pitt County Government Greenville, North Carolina www.pittcountync.gov</p>  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | <table border="1"> <tr><td>Parcel</td><td>23784</td></tr> <tr><td>Physical Address</td><td>1213 CHESTNUT ST</td></tr> <tr><td>Owner Name</td><td>GREENVILLE CITY OF</td></tr> <tr><td>OwnerAddress1</td><td>PO BOX 7207</td></tr> <tr><td>OwnerAddress2</td><td></td></tr> <tr><td>OwnerAddress3</td><td></td></tr> <tr><td>City / State / Zip</td><td>GREENVILLE NC 27835</td></tr> <tr><td>NC PIN</td><td>4687093410</td></tr> <tr><td>Subdivision / Section / Phase</td><td></td></tr> <tr><td>Prior Legal Description</td><td>RES. 1213 CHESTNUT</td></tr> <tr><td>Block / Lot</td><td></td></tr> <tr><td>Tract</td><td></td></tr> <tr><td>Building Number / Unit</td><td></td></tr> <tr><td>Acres</td><td>0.21</td></tr> <tr><td>Current Owner Deed/Document</td><td>HISTORY</td></tr> <tr><td>Map Book</td><td>-</td></tr> <tr><td>Deed / Document Date</td><td>01/1901</td></tr> <tr><td>Deed / Document Sales Price</td><td>\$0</td></tr> <tr><td>Building Type / Use</td><td>RESIDENTIAL(Single Family Residential)</td></tr> <tr><td>Number of Buildings</td><td>0</td></tr> <tr><td>Year Built</td><td></td></tr> <tr><td>Total Living Area</td><td></td></tr> <tr><td>Building Value</td><td></td></tr> <tr><td>Extra Features Value</td><td>\$0</td></tr> <tr><td>Land Value</td><td>\$5,250</td></tr> <tr><td>Total Current Market Value</td><td>\$5,250</td></tr> <tr><td>Total 2011 Market Value</td><td>\$5,250</td></tr> <tr><td>Revaluation Year</td><td>2012</td></tr> <tr><td>Municipality</td><td>GREENVILLE</td></tr> <tr><td>Township</td><td>GREENVILLE</td></tr> <tr><td>Fire Service District</td><td>INSIDE MUNICIPALITY</td></tr> <tr><td>Census Tract</td><td>7.02</td></tr> <tr><td>Neighborhood</td><td>004189</td></tr> <tr><td>Elementary School</td><td>SOUTH GREENVILLE ES</td></tr> <tr><td>Middle School</td><td>C M EPPES MS</td></tr> <tr><td>High School</td><td>J H ROSE HS</td></tr> </table> | Parcel | 23784 | Physical Address | 1213 CHESTNUT ST | Owner Name | GREENVILLE CITY OF | OwnerAddress1 | PO BOX 7207 | OwnerAddress2 | | OwnerAddress3 | | City / State / Zip | GREENVILLE NC 27835 | NC PIN | 4687093410 | Subdivision / Section / Phase | | Prior Legal Description | RES. 1213 CHESTNUT | Block / Lot | | Tract | | Building Number / Unit | | Acres | 0.21 | Current Owner Deed/Document | HISTORY | Map Book | - | Deed / Document Date | 01/1901 | Deed / Document Sales Price | \$0 | Building Type / Use | RESIDENTIAL(Single Family Residential) | Number of Buildings | 0 | Year Built | | Total Living Area | | Building Value | | Extra Features Value | \$0 | Land Value | \$5,250 | Total Current Market Value | \$5,250 | Total 2011 Market Value | \$5,250 | Revaluation Year | 2012 | Municipality | GREENVILLE | Township | GREENVILLE | Fire Service District | INSIDE MUNICIPALITY | Census Tract | 7.02 | Neighborhood | 004189 | Elementary School | SOUTH GREENVILLE ES | Middle School | C M EPPES MS | High School | J H ROSE HS |
| Parcel | 23784 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Physical Address | 1213 CHESTNUT ST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Owner Name | GREENVILLE CITY OF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OwnerAddress1 | PO BOX 7207 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OwnerAddress2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OwnerAddress3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City / State / Zip | GREENVILLE NC 27835 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NC PIN | 4687093410 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subdivision / Section / Phase | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prior Legal Description | RES. 1213 CHESTNUT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Block / Lot | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tract | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Building Number / Unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acres | 0.21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Current Owner Deed/Document | HISTORY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Map Book | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Deed / Document Date | 01/1901 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Deed / Document Sales Price | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Building Type / Use | RESIDENTIAL(Single Family Residential) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Buildings | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Year Built | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Living Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Building Value | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra Features Value | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Land Value | \$5,250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Current Market Value | \$5,250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total 2011 Market Value | \$5,250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Revaluation Year | 2012 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Municipality | GREENVILLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Township | GREENVILLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fire Service District | INSIDE MUNICIPALITY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Census Tract | 7.02 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Neighborhood | 004189 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Elementary School | SOUTH GREENVILLE ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Middle School | C M EPPES MS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| High School | J H ROSE HS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

North Carolina Flood Risk Information System Map



Legend

- Flood Hazard Areas
- Zone A, AH, AO, A99, V
 - Zone AE, Zone AE 1% Annual Chance Flood Hazard Contained In Structure
 - Zone AE Floodway Zone X, 1% Annual Chance Flood Hazard Contained In Channel, Floodway
 - Zone AE, Community Encroachment Area
 - Zone VE
 - Zone X, 0.2% Annual Chance Flood Hazard, 0.2% Annual Chance Flood Hazard Contained In Channel
 - Zone X, 1% Annual Chance Future Conditions, 1% Annual Chance Contained In Structure
 - Zone X, 1% Future Conditions Contained In Channel, Community Encroachment Area
 - Zone D
 - Open Water
 - Zone X

Streams

1213 Chestnut St, Greenville, Nc, 27834

Map Location

Flood Zone: (Zone X) Minimal Flood Risk [i](#)

Flood Source: Flood model not available for this area.

Base Flood Elevation: Not available for this area.

County: Pitt

Political Area: City Of Greenville

CID: 370191

Panel: 4687 [Download](#)

Map Number: 3720468700J

Panel Effective Date: 01/02/04

Latitude: 35.60681

Longitude: -77.38319



CITY OF GREENVILLE
NORTH CAROLINA
PO BOX 7207 - GREENVILLE, NC 27835-7207

May 28, 2014

Mr. Collice Moore, Jr.
Moore and Piner, LLC
1105 A Corporate Drive
Greenville, NC 27835

Mr. Moore:

Notice to Proceed

Your quote of \$250.00 has been accepted for the appraisal of 1213 Chestnut Street. We have started negotiations with the potential sale of the property listed below and need to have an appraisal completed for the property by Monday, June 9, 2014 if possible.

| <u>Owner / Address</u> | <u>Parcel #</u> | <u>Location</u> |
|--|-----------------|----------------------|
| City of Greenville Attn: Gloria H. Kesler 252-329-4226 | #23784 | 1213 Chestnut Street |

If you need additional information, please contact me by telephone at (252) 329-4226 or by email at gkesler@greenvillenc.gov.

Sincerely,

Gloria H. Kesler

Gloria H. Kesler, Planner II
Community Development Department- Housing Division

Cc Niki Jones, Housing Division Administrator

252-329-4226

P.O. Box 7207, Greenville, NC 27835-7207

greenvillenc.gov

ASSUMPTIONS AND LIMITING CONDITIONS FOR APPRAISAL REPORT

1. This is a Summary Report which is intended to comply with Standards Rule 2-2(a) of USPAP. The final conclusion of value expressed in this appraisal is the appraiser's opinion which is based upon careful investigation and analysis of all of the known facts and conditions which are believed to influence or affect the market value (as defined elsewhere in this report) of the property under appraisal. The market price of the property may differ from its market value dependent upon the motivations and the knowledge of the buyer and/or seller. The market value of the subject property expressed herein is the appraiser's opinion of the probable price at which it would sell in the open market free of abnormal conditions.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. No survey or analysis of sub-surface minerals and/or deposits has been made and, unless stated otherwise in the report, they have not been considered as a contributing factor to the market value of the property.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non conformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with property written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser will not be required to give testimony or appear in court or before any other commission or body by reason of this appraisal unless arrangements are previously made.
20. The estimate of market value reported herein is not contingent upon the reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
21. No termite inspection has been provided to me or conducted by me of this property. This report and value estimate is based upon the assumption that the property has been inspected by a reputable, licensed exterminator and that there is no active termite infestation or hidden damage.

QUALIFICATIONS OF THE APPRAISER

COLLICE C. MOORE, JR., Candidate for Designation of the Appraisal Institute
MOORE & PINER, LLC
1105 A CORPORATE DRIVE
GREENVILLE, NORTH CAROLINA 27858
TELEPHONE: 252-341-0500 EMAIL: collicemoorej@gmail.com
DOB: 05/23/1977

LICENSE:

Licensed Real Estate Broker, State of North Carolina

CERTIFICATION:

State-Certified General Appraiser

EMPLOYMENT:

2000-Present Moore & Piner, LLC
1999-2000 Professional Engineers of North Carolina
1999 Centura Bank

EDUCATION:

North Carolina State University, BA – 1999

COURSES COMPLETED

| | | |
|-----|--|--------|
| R-1 | Introduction to Real Estate Appraisal | PASSED |
| R-2 | Valuation Principles and Procedures | PASSED |
| R-3 | Applied Residential Property Valuation | PASSED |

The above courses were sponsored by the North Carolina Appraisal Board

| | | |
|-------------------------------------|--|--------|
| Basic Income Capitalization | Appraisal Institute-Greensboro, NC | PASSED |
| Advanced Income Capitalization | Appraisal Institute-Atlanta, GA | PASSED |
| General Highest and Best Use | Appraisal Institute-Lancaster, PA | PASSED |
| Business Practice and Ethics | Appraisal Institute-Raleigh, NC | PASSED |
| Subdivision Valuation | Appraisal Institute-Atlantic Beach, NC | PASSED |
| Report Writing & Valuation Analysis | Appraisal Institute – Greensboro, NC | PASSED |

The above courses were sponsored by the Appraisal Institute

LIST OF CLIENTS:

Jim Hopf, Attorney (252-756-1883)
Select Bank and Trust -Allyson Faulconer (252-355-5730)
Mr. Griff Garner – Financial Planner (252-355-4610)
Mr. Walter Williams – Wilco Hess (252-756-6510)
USDA – Ms. Lisa Talley (919-850-2069)
City of Greenville – Mr. Carl Rees (252-329-4510)
BB&T – Mr. William Boswell (252-296-0824)
Mr. Micah Ball, Attorney (252-321-2020)

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have performed appraisal services, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have completed the Standards and Ethics Education Requirement for Candidates of the Appraisal Institute.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

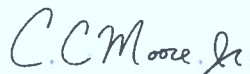
My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal


My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.


Significant real property appraisal assistance was rendered by Collice C. Moore, Sr., MAI, a member of this firm.




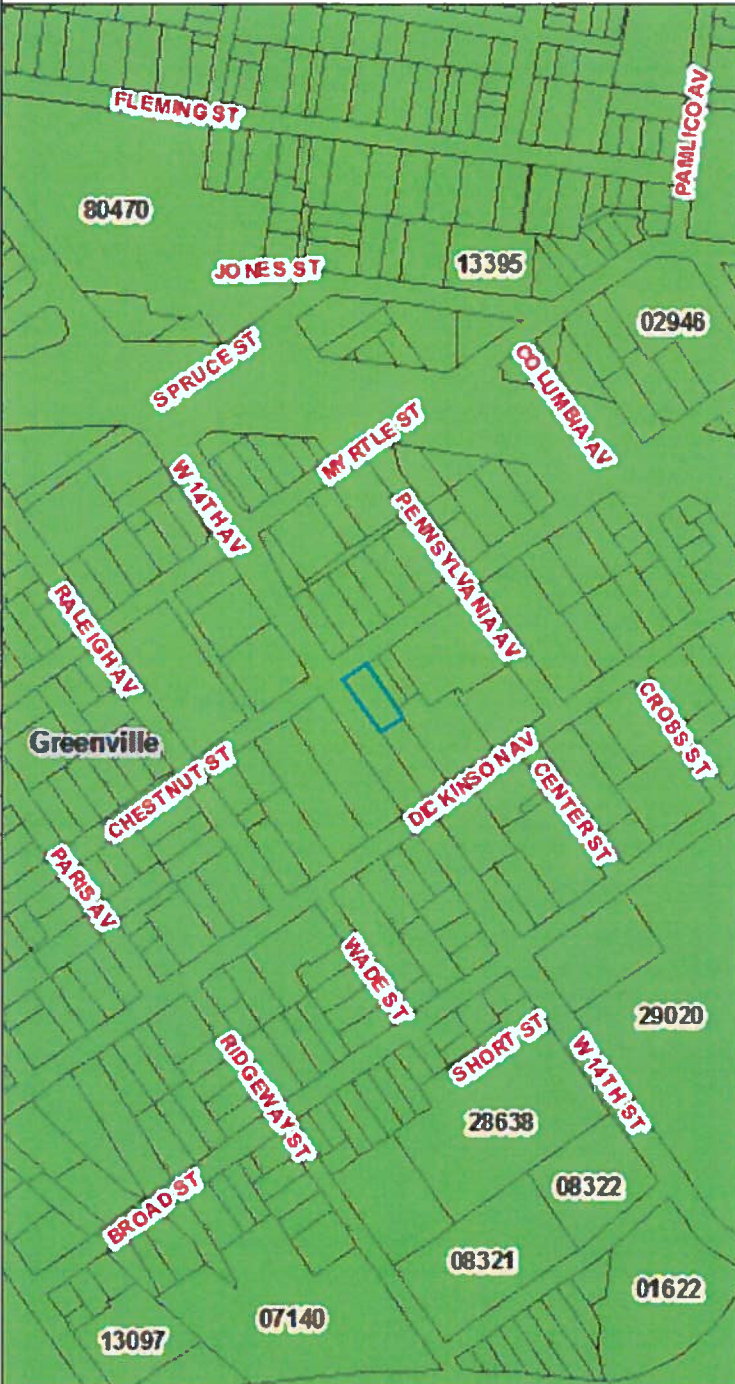
Collice C. Moore, Jr.



Pitt County Government
Greenville, North Carolina
www.pittcountync.gov



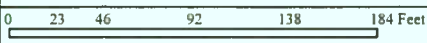




| | |
|-------------------------------|--|
| Parcel | 23784 |
| Physical Address | 1213 CHESTNUT ST |
| Owner Name | GREENVILLE CITY OF |
| OwnerAddress1 | PO BOX 7207 |
| OwnerAddress2 | |
| OwnerAddress3 | |
| City / State / Zip | GREENVILLE NC 27835 |
| NC PIN | 4687093410 |
| Subdivision / Section / Phase | |
| Prior Legal Description | RES. 1213 CHESTNUT |
| Block / Lot | |
| Tract | |
| Building Number / Unit | |
| Acres | 0.21 |
| Current Owner | HISTORY |
| Deed/Document | |
| Map Book | - |
| Deed / Document Date | 01/1901 |
| Deed / Document Sales Price | \$0 |
| Building Type / Use | RESIDENTIAL(Single Family Residential) |
| Number of Buildings | 0 |
| Year Built | |
| Total Living Area | |
| Building Value | |
| Extra Features Value | \$0 |
| Land Value | \$5,250 |
| Total Current Market Value | \$5,250 |
| Total 2011 Market Value | \$5,250 |
| Revaluation Year | 2012 |
| Municipality | GREENVILLE |
| Township | GREENVILLE |
| Fire Service District | INSIDE MUNICIPALITY |
| Census Tract | 7.02 |
| Neighborhood | 004189 |
| Elementary School | SOUTH GREENVILLE ES |
| Middle School | C M EPPES MS |
| High School | J H ROSE HS |

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

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PLEASE NOTE:
Parcel ownership information updated nightly.
Map printed 10/28/2014.



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Establishment of fair market value for City-owned properties located at 202/204 Cadillac Street, 1304 West Third Street, and 1306 West Third Street

Explanation: **Abstract:** The City acquired the properties located at 202/204 Cadillac Street, 1304 West Third Street, and 1306 West Third Street (tax parcel numbers 08852,07731, 06556, and 06557) in order to remove dilapidated and blighted housing conditions. Staff has always planned to replace these conditions with new single-family affordable housing. These lots are just north of the Certified West Greenville Redevelopment Area.

Explanation: This is a request to establish fair market value on City-owned properties located at 202/204 Cadillac Street, 1304 West Third Street, and 1306 West Third Street (tax parcel numbers 08852, 07731, 06556, and 06557). All appraisals for the properties were completed in October of this year for the purposes of establishing fair market value. Moore and Piner completed the appraisals on Cadillac Street, and The Appraisal Advantage completed the appraisals on West Third Street. These properties are just north of the Certified West Greenville Redevelopment Area.

Recently, staff has begun to receive interest in some of the City-owned properties. Therefore, it is recommended to begin the sealed bid process through first establishing fair market value. The establishment of fair market value will allow staff to move forward with the sale of these properties.

The properties were appraised as follows:

| | |
|----------------------------|------------|
| 1. 202/204 Cadillac Street | \$9,300.00 |
| 2. 1304 West Third Street | \$3,500.00 |
| 3. 1306 West Third Street | \$3,500.00 |

Fiscal Note: Total appraisal costs of \$625.00.

Recommendation: Staff recommends that the City Council establish fair market value for 202/204 Cadillac Street, 1304 West Third Street, and 1306 West Third Street (tax parcel numbers 08852,07731, 06556, and 06557),based on the appraisals acquired by staff.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[1304 W. 3rd Appraisal](#)

[1306 W. 3re Appraisal](#)

[202/204 Cadillac Appraisal](#)

[1304 - OPIS](#)

[1306 - OPIS](#)

[202/204 - OPIS](#)

INVOICE

FROM:

The Appraisal Advantage
 Post Office Box 7101
 Greenville, NC 27835

Telephone Number: (252) 758-9116 Fax Number: (252) 758-9117

INVOICE NUMBER

greenville.14

DATE

October 24, 2014

REFERENCE

Internal Order #:
 Lender Case #:
 Client File #:
 Main File # on form: greenville.14 Attachment number 1
 Other File # on form: Page 1 of 10
 Federal Tax ID: 56-1799445
 Employer ID:

TO:

City of Greenville
 Post Office Box 7207
 Greenville, NC 27835
 Karen Gilkey

Telephone Number: (252) 329-4505 Fax Number:
 Alternate Number: E-Mail:

DESCRIPTION

Lender: City of Greenville **Client:** City of Greenville
Purchaser/Borrower: None
Property Address: 1304 W. 3rd Street
City: Greenville
County: Pitt **State:** NC **Zip:** 27834
Legal Description: As described in Deed Book 2448, Page 171, Pitt County Registry

FEES

AMOUNT

| | |
|--------------------|--------|
| Appraisal Services | 200.00 |
| SUBTOTAL | 200.00 |

PAYMENTS

AMOUNT

| | | | |
|------------------|-------|--------------|------------------|
| Check #: | Date: | Description: | |
| Check #: | Date: | Description: | |
| Check #: | Date: | Description: | |
| SUBTOTAL | | | |
| TOTAL DUE | | | \$ 200.00 |

APPRAISAL OF REAL PROPERTY



Attachment number 1
Page 2 of 10

LOCATED AT

1304 W. 3rd Street
Greenville, NC 27834

As described in Deed Book 2448, Page 171, Pitt County Registry

FOR

City of Greenville
Post Office Box 7207, Greenville, NC 27835

OPINION OF VALUE

\$3,500

AS OF

October 23, 2014

BY

L. Ashley Barker
The Appraisal Advantage
Post Office Box 7101
Greenville, NC 27835
(252) 758-9116
ashley@appraisaladvantage.com

LAND APPRAISAL REPORT

File No. greenville.14

SUBJECT
 Borrower None Census Tract 0007.01 Map Reference None
 Property Address 1304 W. 3rd Street
 City Greenville County Pitt State NC Zip Code 27834
 Legal Description As described in Deed Book 2448, Page 171, Pitt County Registry
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 39.70 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client City of Greenville Address Post Office Box 7207, Greenville, NC 27835
 Occupant Vacant site Appraiser L. Ashley Barker Instructions to Appraiser Estimate market value for asset valuation

NEIGHBORHOOD

| | | | | | | | | |
|---|--|--|---|--|----------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Location | <input checked="" type="checkbox"/> Urban | <input type="checkbox"/> Suburban | <input type="checkbox"/> Rural | Good | Avg. | Fair | Poor | |
| Built Up | <input checked="" type="checkbox"/> Over 75% | <input type="checkbox"/> 25% to 75% | <input type="checkbox"/> Under 25% | Employment Stability | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Growth Rate | <input type="checkbox"/> Fully Dev. | <input type="checkbox"/> Rapid | <input type="checkbox"/> Steady | <input checked="" type="checkbox"/> Slow | Convenience to Employment | <input type="checkbox"/> | <input type="checkbox"/> | |
| Property Values | <input type="checkbox"/> Increasing | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Declining | Convenience to Shopping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Demand/Supply | <input type="checkbox"/> Shortage | <input checked="" type="checkbox"/> In Balance | <input type="checkbox"/> Oversupply | Convenience to Schools | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Marketing Time | <input type="checkbox"/> Under 3 Mos. | <input type="checkbox"/> 4-6 Mos. | <input checked="" type="checkbox"/> Over 6 Mos. | Adequacy of Public Transportation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Present | <u>70</u> % One-Unit | <u>05</u> % 2-4 Unit | <u> </u> % Apts. | <u> </u> % Condo | <u>10</u> % Commercial | Recreational Facilities | <input type="checkbox"/> | |
| Land Use | <u> </u> % Industrial | <u>15</u> % Vacant | <u> </u> % | <u> </u> % | <u> </u> % | Adequacy of Utilities | <input type="checkbox"/> | |
| Change in Present Land Use | <input checked="" type="checkbox"/> Not Likely | <input type="checkbox"/> Likely (*) | <input type="checkbox"/> Taking Place (*) | Property Compatibility | Attachment number <u>1</u> | Page <u>3</u> of <u>10</u> | <input type="checkbox"/> | |
| Predominant Occupancy | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> Tenant | <u> </u> % Vacant | Protection from Detrimental Conditions | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| One-Unit Price Range | \$ <u>10,000</u> to \$ <u>70,000</u> | Predominant Value \$ <u>35,000</u> | Police and Fire Protection | | | | | <input type="checkbox"/> |
| One-Unit Age Range | <u>5</u> yrs. to <u>75</u> yrs. | Predominant Age <u>50+</u> yrs. | General Appearance of Properties | | | | | <input type="checkbox"/> |
| Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) | | | | | | | <input type="checkbox"/> | |
| The subject property is located within the city limits of Greenville, NC in an area that provides close proximity to the downtown and medical districts. Land uses for this area are predominantly single-family residences, with commercial uses along the nearby 5th Street corridor. Overall location is rated as fair due to the presence of numerous vacant and dilapidated properties within this immediate area. | | | | | | | <input checked="" type="checkbox"/> | |

SITE

Dimensions 40' x 138' = .12 Acres Corner Lot
 Zoning Classification R6 Residential Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (specify) _____
 Public Other (Describe) _____
 Elec. Gas Water San. Sewer
 Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface Asphalt
 Maintenance Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Mostly Level, Cleared
 Size Typical
 Shape Rectangular
 View Average
 Drainage Appears Adequate
 Is the property located in a FEMA Special Flood Hazard Area? Yes No
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) My inspection and subsequent investigation revealed no apparent adverse easements or encroachments. Recommend review of current survey. The rationale for the highest and best use being residential is that this is a residential site within a residential development containing residential properties.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

| ITEM | SUBJECT PROPERTY | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3 | | | |
|--------------------------------|--|--|--|--|----------------|----------------|----------------|
| Address | 1304 W. 3rd Street Greenville, NC 27834 | 1115 W. 4th Street Greenville, NC 27834 | 1304 Ward Street Greenville, NC 27834 | 1800 S. Greene Street Greenville, NC 27834 | | | |
| Proximity to Subject | | 0.13 miles SE | 0.12 miles S | 1.42 miles SE | | | |
| Sales Price | \$ N/A | \$ 4,500 | \$ 6,500 | \$ 4,000 | | | |
| Price \$/Sq. Ft. | \$ N/A | \$.60 | \$.72 | \$.72 | | | |
| Data Source(s) | Inspection | MLS/Courthouse Records | MLS/Courthouse Records | MLS/Courthouse Records | | | |
| ITEM | DESCRIPTION | DESCRIPTION | +(-)\$ Adjust. | DESCRIPTION | +(-)\$ Adjust. | DESCRIPTION | +(-)\$ Adjust. |
| Date of Sale/Time Adj. | N/A | 11/06/2013 | 0 | Active Listing | -1,300 | Active Listing | -800 |
| Location | Fair | Fair | 0 | Fair | 0 | Fair | 0 |
| Site/View | .12 Acres | .17 Acres | -1,000 | .20 Acres | -1,500 | .12 Acres | 0 |
| | Average View | Average View | 0 | Average View | 0 | Average View | 0 |
| Sales or Financing Concessions | N/A | None | 0 | None | 0 | None | 0 |
| Net Adj. (Total) | | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,000 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,800 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -800 | | | |
| Indicated Value of Subject | | Net 22.2 % Gross 22.2 % \$ 3,500 | Net 43.1 % Gross 43.1 % \$ 3,700 | Net 20.0 % Gross 20.0 % \$ 3,200 | | | |

Comments on Market Data The above comparables are closed sales and/or active listings of similar properties located within the subject's market area. It was necessary to utilize two active listings as comparable properties on this report as my investigation did not reveal any closed sales of similar sites in addition to Comparable 1. A list/sale ratio adjustment of 20% was developed and applied to these properties.

Comments and Conditions of Appraisal This appraisal has been developed as an Appraisal Report as defined in the Uniform Standards of Professional Appraisal Practice. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

RECONCILIATION
 Final Reconciliation Most consideration has been given to Comparable 1 as this is the only closed sale of a similar property within this market area revealed by my extensive investigation to have occurred within the previous twelve months. Given the absence of additional closed sales of similar properties available for comparison, active listings provide the best indication of the current market value for the subject property.
 I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF October 23, 2014 TO BE \$ 3,500
 Appraiser L. Ashley Barker Supervisory Appraiser (if applicable) _____
 Date of Signature and Report October 24, 2014 Date of Signature _____
 Title North Carolina Certified Residential Appraiser Title _____
 State Certification # A1184 ST NC State Certification # _____ ST _____
 Or State License # _____ ST _____ Or State License # _____ ST _____
 Expiration Date of State Certification or License 06/30/2015 Expiration Date of State Certification or License _____
 Date of Inspection (if applicable) October 23, 2014 Did Did Not Inspect Property Date of Inspection _____

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

Attachment number 1
Page 4 of 10

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Attachment number 1
Page 5 of 10

ADDRESS OF PROPERTY ANALYZED: 1304 W. 3rd Street, Greenville, NC 27834

APPRAISER:

Signature: *L. Ashley Barker*
 Name: L. Ashley Barker
 Title: North Carolina Certified Residential Appraiser
 State Certification #: A1184
 or State License #: _____
 State: NC Expiration Date of Certification or License: 06/30/2015
 Date Signed: October 24, 2014



SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 Title: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

FIRREA / USPAP ADDENDUM

| | | | |
|------------------|--------------------|----------|---------------|
| Borrower | None | File No. | greenville.14 |
| Property Address | 1304 W. 3rd Street | | |
| City | Greenville | County | Pitt |
| | | State | NC |
| | | Zip Code | 27834 |
| Lender/Client | City of Greenville | | |

Purpose
 The purpose of this appraisal is to provide an opinion of current market value for asset valuation.

Scope of Work
 This appraiser has inspected the subject property and investigated the subject's market in order to develop an estimate of market value. Investigation of the subject's market involves research and analysis of current sales and listings of similar properties. Adjustments to the comparable sales have been developed from sales and listings within the subject's market area. Additional information for this report has been developed from Pitt County property records.

Attachment number 1
Page 6 of 10

Intended Use / Intended User
 Intended Use: The Intended Use of this report is for asset valuation.
 Intended User(s): The Intended User of this report is the City of Greenville.

History of Property
 Current listing information: The subject property has not been listed for sale in the local Multiple Listing Service within the previous twelve months.
 Prior sale: Ownership of the subject property has not been transferred within the previous three years.

Exposure Time / Marketing Time
 Estimate of exposure time for the subject property would be 270 days. Marketing time for this area is currently estimated to be 180-365 days.

Personal (non-realty) Transfers
 No personal property has been included within the final estimate of value.

Additional Comments
 None.

Certification Supplement
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser: L. Ashley Barker
 Signed Date: October 24, 2014
 Certification or License #: A1184
 Certification or License State: NC Expires: 06/30/2015
 Effective Date of Appraisal: October 23, 2014



Supervisory Appraiser: _____
 Signed Date: _____
 Certification or License #: _____
 Certification or License State: _____ Expires: _____
 Inspection of Subject: Did Not Exterior Only Interior and Exterior

Photograph Addendum

| | | | | | |
|------------------|--------------------|--------|------|-------|-------------------|
| Borrower | None | | | | |
| Property Address | 1304 W. 3rd Street | | | | |
| City | Greenville | County | Pitt | State | NC Zip Code 27834 |
| Lender/Client | City of Greenville | | | | |

Front view of subject



Attachment number 1
Page 7 of 10

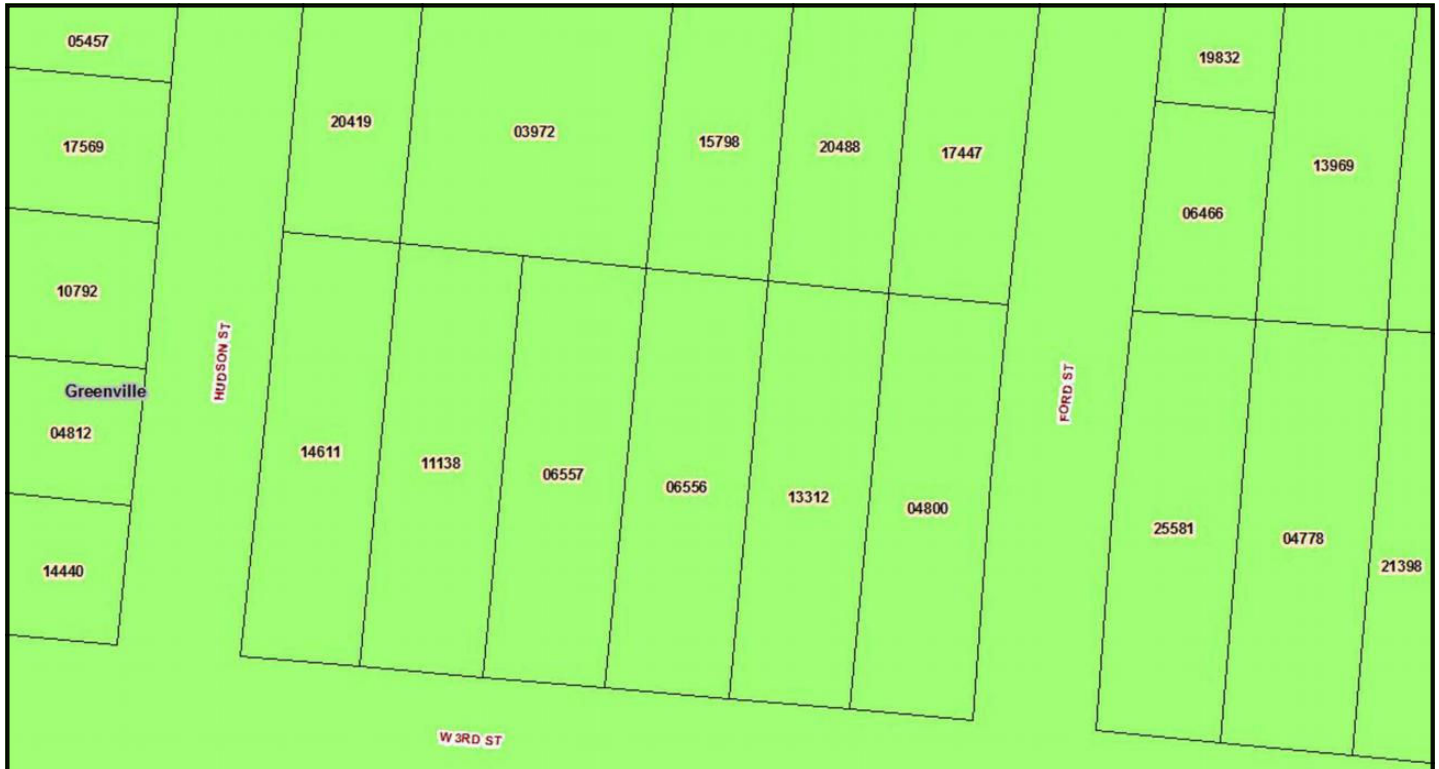
Street view



Plat Map

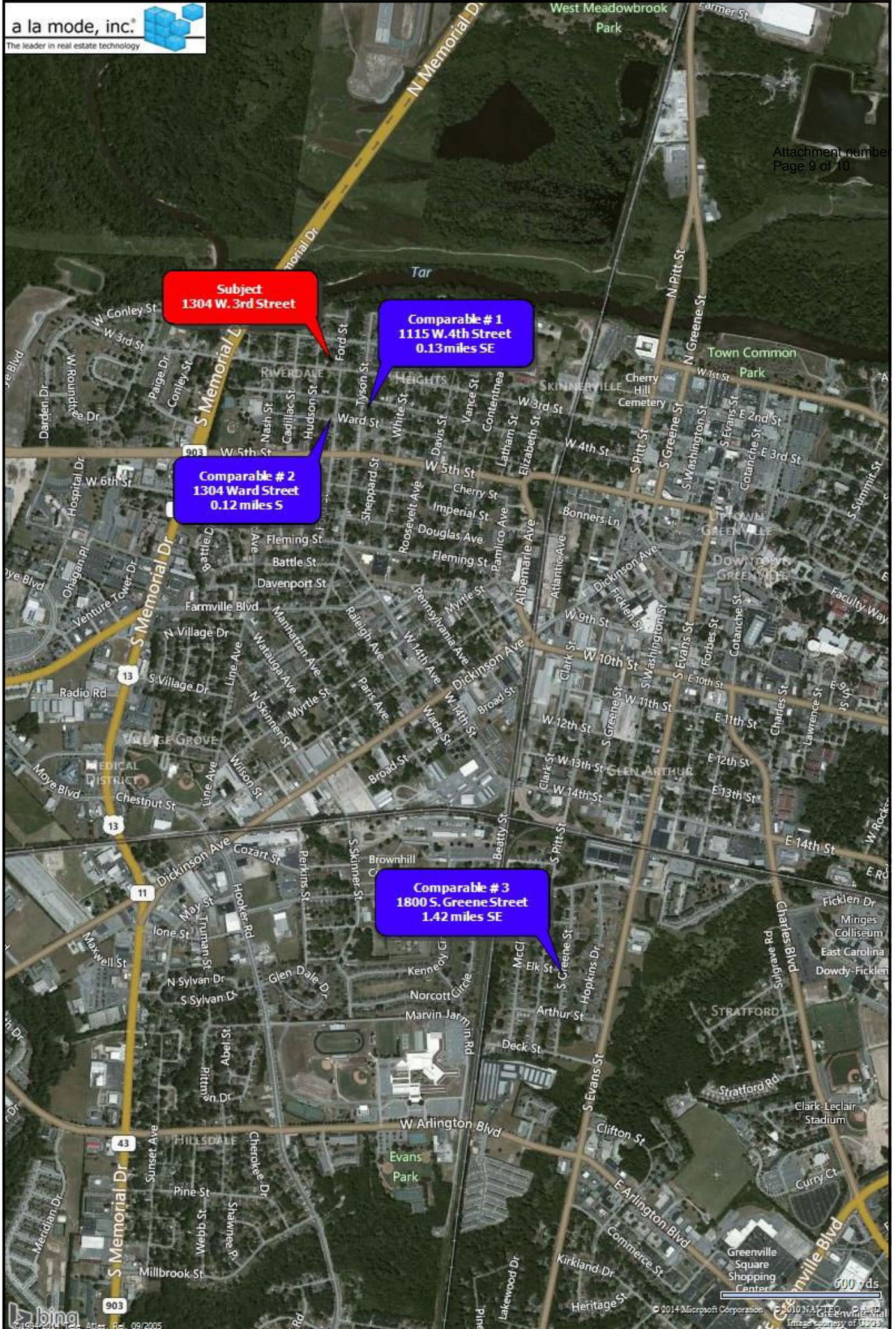
| | | | | | | | |
|------------------|--------------------|--------|------|-------|----|----------|-------|
| Borrower | None | | | | | | |
| Property Address | 1304 W. 3rd Street | | | | | | |
| City | Greenville | County | Pitt | State | NC | Zip Code | 27834 |
| Lender/Client | City of Greenville | | | | | | |

Attachment number 1
Page 8 of 10



Location Map

| | | | | |
|------------------|--------------------|--------|------|------------------------------|
| Borrower | None | | | |
| Property Address | 1304 W. 3rd Street | | | |
| City | Greenville | County | Pitt | State NC Zip Code 27834 |
| Lender/Client | City of Greenville | | | |



Flood Map

| | | | | |
|------------------|--------------------|--------|------|-------------------------|
| Borrower | None | | | |
| Property Address | 1304 W. 3rd Street | | | |
| City | Greenville | County | Pitt | State NC Zip Code 27834 |
| Lender/Client | City of Greenville | | | |



Prepared for:
The Appraisal Advantage

1304 W. 3rd Street
Greenville, NC 27834

Attachment number
Page 10 of 10



FLOODSCAPE

Flood Hazards Map

Map Number
3720467800K

Effective Date
July 7, 2014

Powered by FloodSource
877.77.FLOOD
www.floodsource.com

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INVOICE

FROM:

The Appraisal Advantage
 Post Office Box 7101
 Greenville, NC 27835

Telephone Number: (252) 758-9116 Fax Number: (252) 758-9117

INVOICE NUMBER

greenville2.14

DATE

October 24, 2014

REFERENCE

Internal Order #:
 Lender Case #:
 Client File #:
 Main File # on form: greenville2.14 Attachment number 2
 Other File # on form: Page 1 of 10
 Federal Tax ID: 56-1799445
 Employer ID:

TO:

City of Greenville
 Post Office Box 7207
 Greenville, NC 27835
 Karen Gilkey

Telephone Number: (252) 329-4505 Fax Number:
 Alternate Number: E-Mail:

DESCRIPTION

Lender: City of Greenville **Client:** City of Greenville
Purchaser/Borrower: None
Property Address: 1306 W. 3rd Street
City: Greenville
County: Pitt **State:** NC **Zip:** 27834
Legal Description: As described in Deed Book 2448, Page 171, Pitt County Registry

FEES

AMOUNT

| | |
|--------------------|--------|
| Appraisal Services | 200.00 |
| SUBTOTAL | 200.00 |

PAYMENTS

AMOUNT

| | | | |
|------------------|-------|--------------|------------------|
| Check #: | Date: | Description: | |
| Check #: | Date: | Description: | |
| Check #: | Date: | Description: | |
| SUBTOTAL | | | |
| TOTAL DUE | | | \$ 200.00 |

APPRAISAL OF REAL PROPERTY



Attachment number 2
Page 2 of 10

LOCATED AT

1306 W. 3rd Street
Greenville, NC 27834

As described in Deed Book 2448, Page 171, Pitt County Registry

FOR

City of Greenville
Post Office Box 7207, Greenville, NC 27835

OPINION OF VALUE

\$3,500

AS OF

October 23, 2014

BY

L. Ashley Barker
The Appraisal Advantage
Post Office Box 7101
Greenville, NC 27835
(252) 758-9116
ashley@appraisaladvantage.com

LAND APPRAISAL REPORT

File No. greenville2.14

Borrower None Census Tract 0007.01 Map Reference None
Property Address 1306 W. 3rd Street
City Greenville County Pitt State NC Zip Code 27834
Legal Description As described in Deed Book 2448, Page 171, Pitt County Registry
Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
Actual Real Estate Taxes \$ 39.70 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
Lender/Client City of Greenville Address Post Office Box 7207, Greenville, NC 27835
Occupant Vacant site Appraiser L. Ashley Barker Instructions to Appraiser Estimate market value for asset valuation

Location Urban Suburban Rural
Built Up Over 75% 25% to 75% Under 25%
Growth Rate Fully Dev. Rapid Steady Slow
Property Values Increasing Stable Declining
Demand/Supply Shortage In Balance Oversupply
Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
Present 70% One-Unit 05% 2-4 Unit % Apts. % Condo 10% Commercial
Land Use % Industrial 15% Vacant %
Change in Present Land Use Not Likely Likely (*) Taking Place (*)
Predominant Occupancy Owner Tenant % Vacant
One-Unit Price Range \$ 10,000 to \$ 70,000 Predominant Value \$ 35,000
One-Unit Age Range 5 yrs. to 75 yrs. Predominant Age 50+ yrs.
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject property is located within the city limits of Greenville, NC in an area that provides close proximity to the downtown and medical districts. Land uses for this area are predominantly single-family residences, with commercial uses along the nearby 5th Street corridor. Overall location is rated as fair due to the presence of numerous vacant and dilapidated properties within this immediate area.

Dimensions 40' x 138' = .12 Acres Corner Lot
Zoning Classification R6 Residential Present Improvements Do Do Not Conform to Zoning Regulations
Highest and Best Use Present Use Other (specify)
Elec. Gas Water San. Sewer Underground Elect. & Tel.
OFF SITE IMPROVEMENTS
Street Access Public Private
Surface Asphalt
Maintenance Public Private
Storm Sewer Curb/Gutter
Sidewalk Street Lights
Topo Mostly Level, Cleared
Size Typical
Shape Rectangular
View Average
Drainage Appears Adequate
Is the property located in a FEMA Special Flood Hazard Area? Yes No
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) My inspection and subsequent investigation revealed no apparent adverse easements or encroachments. Recommend review of current survey. The rationale for the highest and best use being residential is that this is a residential site within a residential development containing residential properties.

Table with 7 columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3, and two columns for adjustments. Rows include Address, Proximity to Subject, Sales Price, Price \$/Sq. Ft., Data Source(s), Date of Sale/Time Adj., Location, Site/View, Sales or Financing Concessions, Net Adj. (Total), and Indicated Value of Subject.

Comments on Market Data The above comparables are closed sales and/or active listings of similar properties located within the subject's market area. It was necessary to utilize two active listings as comparable properties on this report as my investigation did not reveal any closed sales of similar sites in addition to Comparable 1. A list/sale ratio adjustment of 20% was developed and applied to these properties.

Comments and Conditions of Appraisal This appraisal has been developed as an Appraisal Report as defined in the Uniform Standards of Professional Appraisal Practice. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
Final Reconciliation Most consideration has been given to Comparable 1 as this is the only closed sale of a similar property within this market area revealed by my extensive investigation to have occurred within the previous twelve months. Given the absence of additional closed sales of similar properties available for comparison, active listings provide the best indication of the current market value for the subject property.
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF October 23, 2014 TO BE \$ 3,500
Appraiser L. Ashley Barker Supervisory Appraiser (if applicable)
Date of Signature and Report October 24, 2014 Date of Signature
Title North Carolina Certified Residential Appraiser Title
State Certification # A1184 ST NC State Certification # ST
Or State License # ST Or State License # ST
Expiration Date of State Certification or License 06/30/2015 Expiration Date of State Certification or License
Date of Inspection (if applicable) October 23, 2014 Did Did Not Inspect Property Date of Inspection

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

Attachment number 2
Page 4 of 10

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Attachment number 2
Page 5 of 10

ADDRESS OF PROPERTY ANALYZED: 1306 W. 3rd Street, Greenville, NC 27834

APPRAISER:

Signature: *L. Ashley Barker*
 Name: L. Ashley Barker
 Title: North Carolina Certified Residential Appraiser
 State Certification #: A1184
 or State License #: _____
 State: NC Expiration Date of Certification or License: 06/30/2015
 Date Signed: October 24, 2014



SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 Title: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

FIRREA / USPAP ADDENDUM

| | | | |
|------------------|--------------------|----------|----------------|
| Borrower | None | File No. | greenville2.14 |
| Property Address | 1306 W. 3rd Street | | |
| City | Greenville | County | Pitt |
| | | State | NC |
| | | Zip Code | 27834 |
| Lender/Client | City of Greenville | | |

Purpose
 The purpose of this appraisal is to provide an opinion of current market value for asset valuation.

Scope of Work
 This appraiser has inspected the subject property and investigated the subject's market in order to develop an estimate of market value. Investigation of the subject's market involves research and analysis of current sales and listings of similar properties. Adjustments to the comparable sales have been developed from sales and listings within the subject's market area. Additional information for this report has been developed from Pitt County property records.

Attachment number 2
Page 6 of 10

Intended Use / Intended User

Intended Use: The Intended Use of this report is for asset valuation.

Intended User(s): The Intended User of this report is the City of Greenville.

History of Property

Current listing information: The subject property has not been listed for sale in the local Multiple Listing Service within the previous twelve months.

Prior sale: Ownership of the subject property has not been transferred within the previous three years.

Exposure Time / Marketing Time

Estimate of exposure time for the subject property would be 270 days. Marketing time for this area is currently estimated to be 180-365 days.

Personal (non-realty) Transfers

No personal property has been included within the final estimate of value.

Additional Comments

None.

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser: L. Ashley Barker

Signed Date: October 24, 2014

Certification or License #: A1184

Certification or License State: NC Expires: 06/30/2015

Effective Date of Appraisal: October 23, 2014



Supervisory Appraiser: _____

Signed Date: _____

Certification or License #: _____

Certification or License State: _____ Expires: _____

Inspection of Subject: Did Not Exterior Only Interior and Exterior

Photograph Addendum

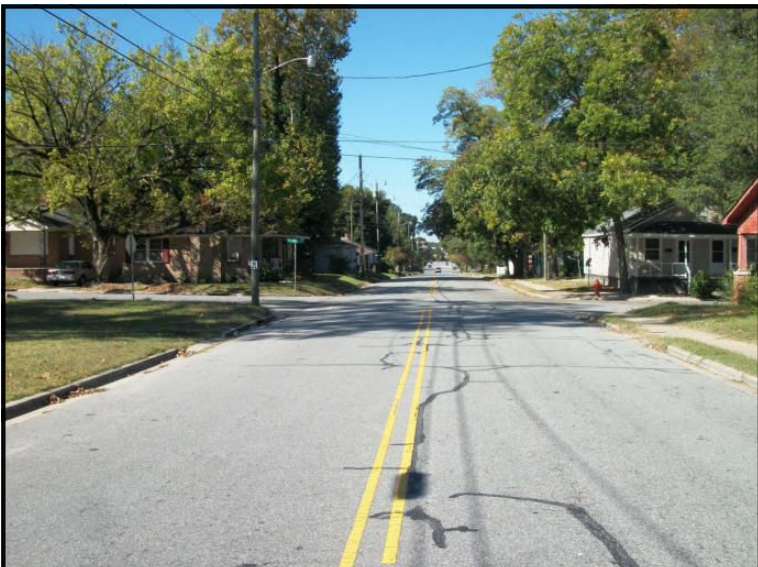
| | | | | | |
|------------------|--------------------|--------|------|-------|-------------------|
| Borrower | None | | | | |
| Property Address | 1306 W. 3rd Street | | | | |
| City | Greenville | County | Pitt | State | NC Zip Code 27834 |
| Lender/Client | City of Greenville | | | | |

Front view of subject



Attachment number 2
Page 7 of 10

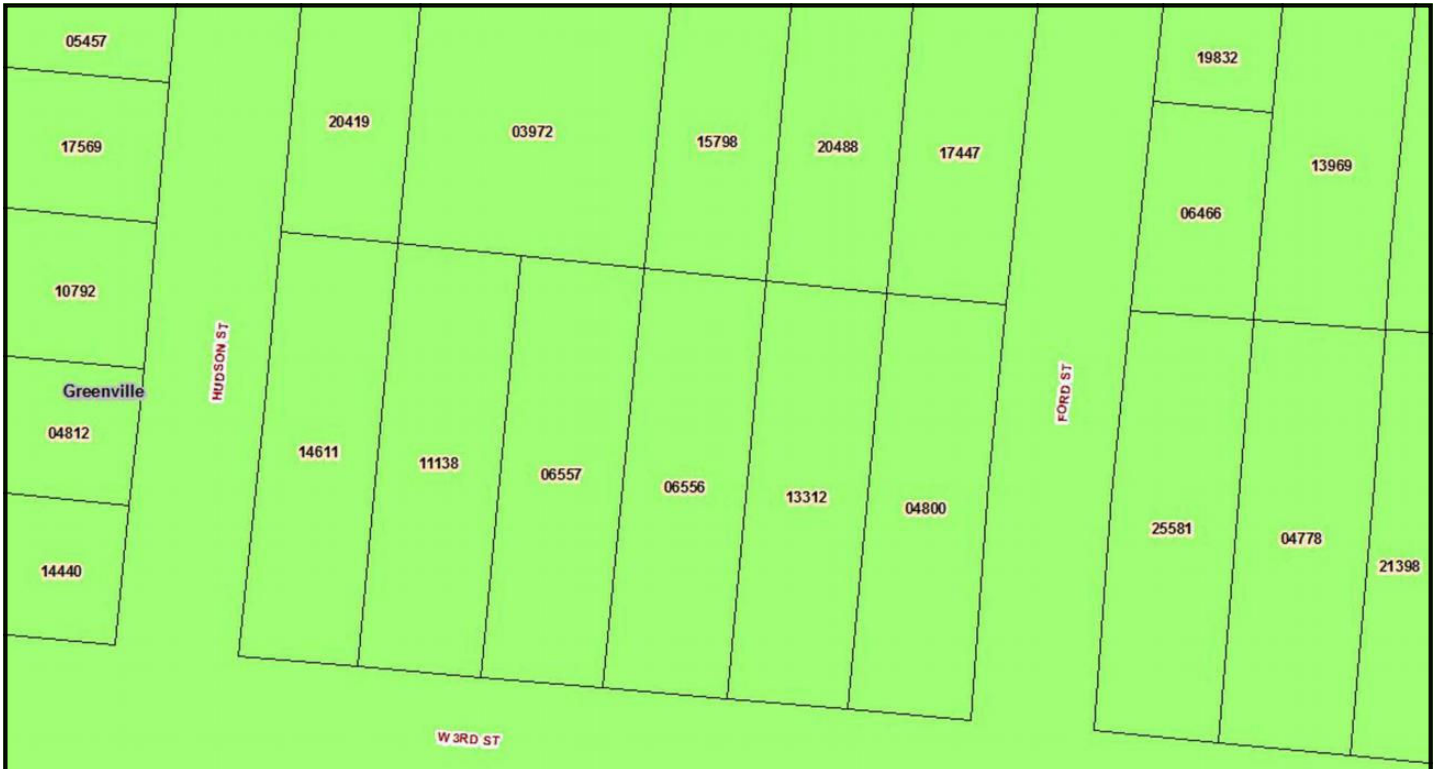
Street view



Plat Map

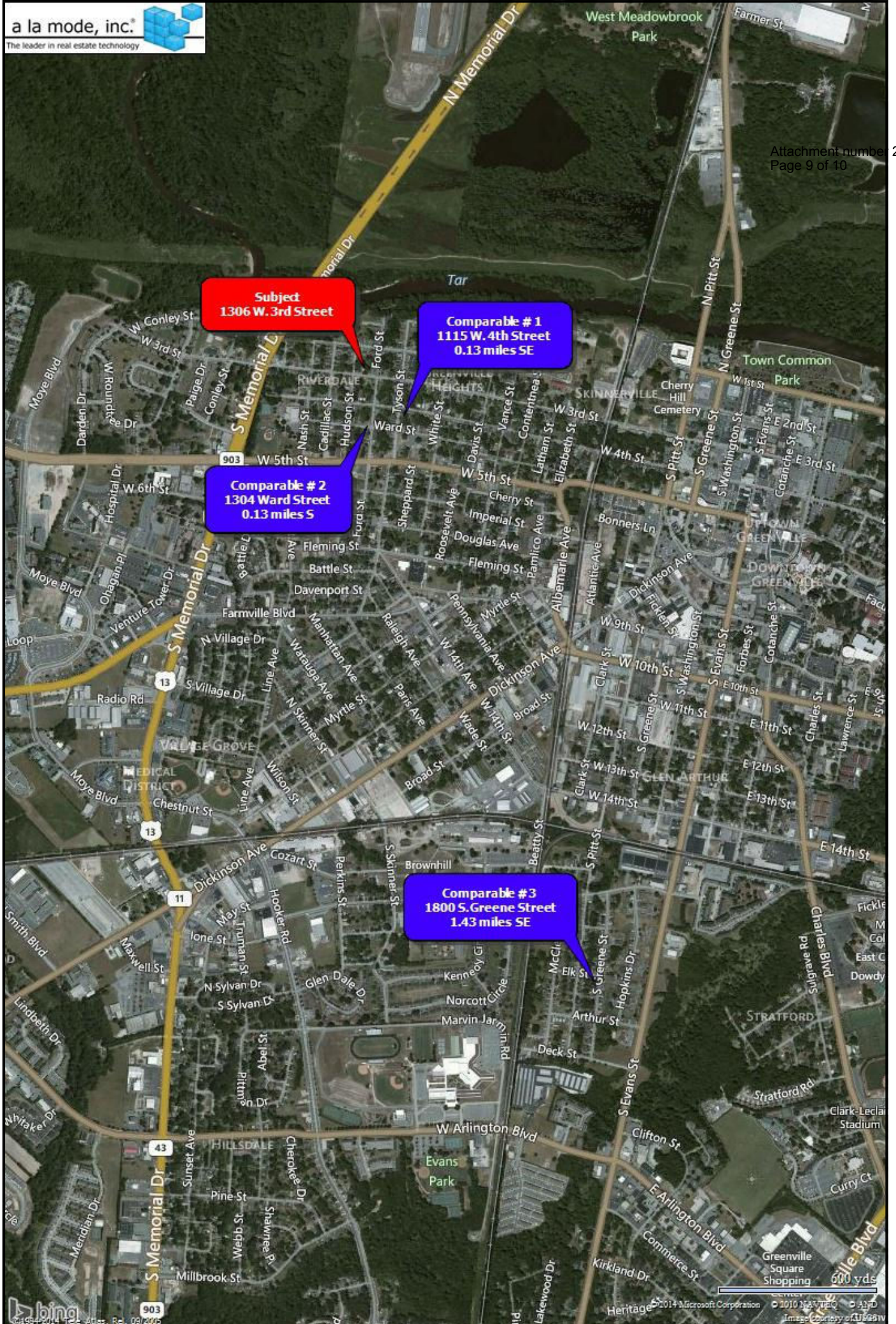
| | | | | | | | |
|------------------|--------------------|--------|------|-------|----|----------|-------|
| Borrower | None | | | | | | |
| Property Address | 1306 W. 3rd Street | | | | | | |
| City | Greenville | County | Pitt | State | NC | Zip Code | 27834 |
| Lender/Client | City of Greenville | | | | | | |

Attachment number 2
Page 8 of 10



Location Map

| | | | | |
|------------------|--------------------|--------|------|-------------------------|
| Borrower | None | | | |
| Property Address | 1306 W. 3rd Street | | | |
| City | Greenville | County | Pitt | State NC Zip Code 27834 |
| Lender/Client | City of Greenville | | | |



Attachment number 2
Page 9 of 10

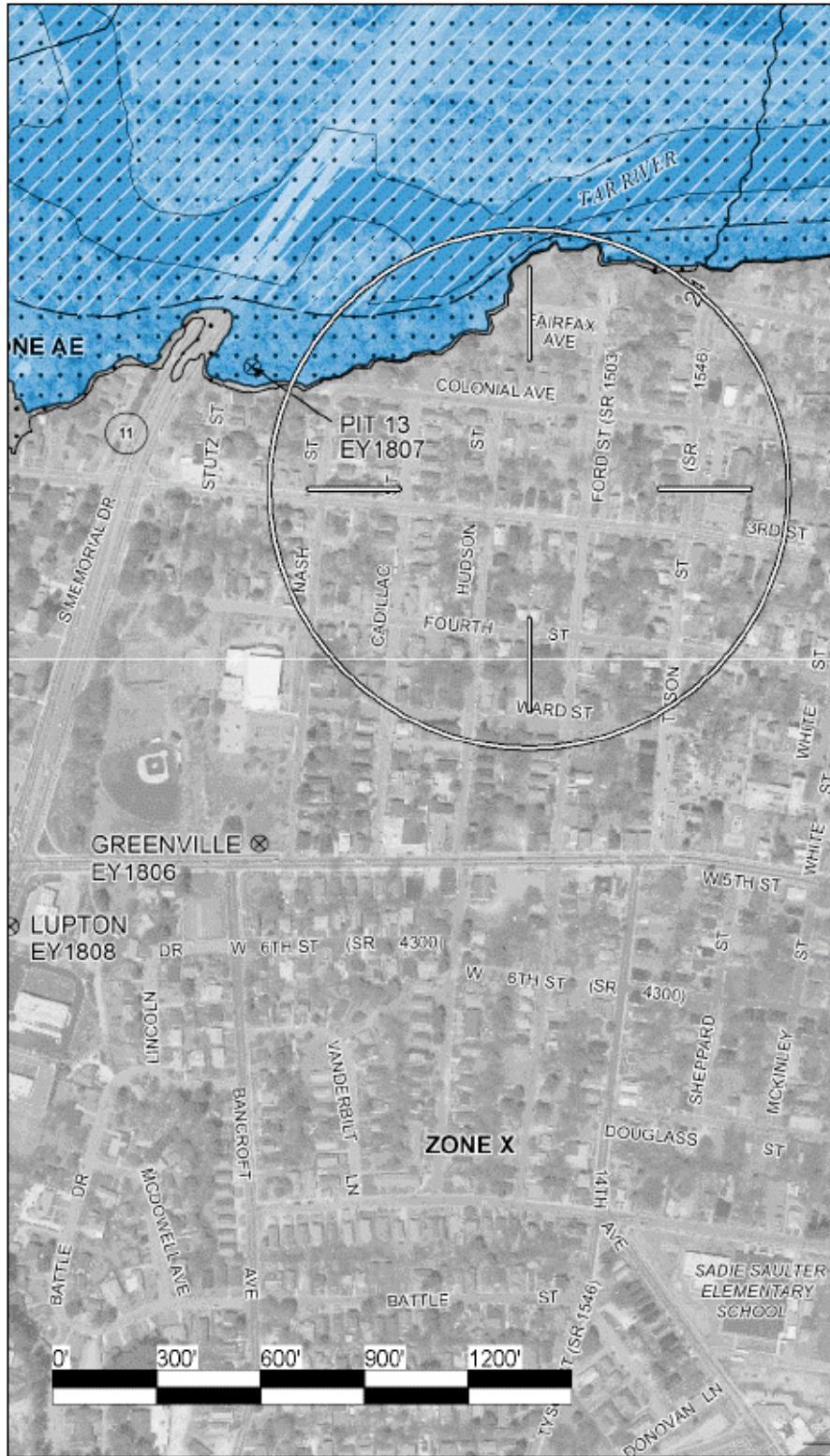
Flood Map

| | | | | |
|------------------|--------------------|--------|------|-------------------------|
| Borrower | None | | | |
| Property Address | 1306 W. 3rd Street | | | |
| City | Greenville | County | Pitt | State NC Zip Code 27834 |
| Lender/Client | City of Greenville | | | |



Prepared for:
The Appraisal Advantage
1306 W. 3rd Street
Greenville, NC 27834

Attachment number
Page 10 of 10



FLOODSCOPE
Flood Hazards Map
Map Number
3720467800K
Effective Date
July 7, 2014

Powered by FloodSource
877.77.FLOOD
www.floodsource.com

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MOORE & PINER, LLC
Commercial Real Estate Services

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ANDY E. PINER
WILLIAM H. PINER
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Restricted Appraisal Report of:
City of Greenville Property
202 & 204 Cadillac Street
Greenville, North Carolina 27834



Client and Intended User:
Ms. Karen Gilkey, Planner II
City of Greenville
Housing Division
P. O. Box 7207
Greenville, NC 27835

Date of Valuation: October 24, 2014

Prepared by:
Andy E. Piner, State Certified General Appraiser
Moore & Piner, LLC
1105-A Corporate Drive
Greenville, North Carolina 27858

APPRAISALS - BROKERAGE - CONSULTING - DEVELOPMENT



MOORE & PINER, LLC
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October 24, 2014

Ms. Karen Gilkey, Planner II
City of Greenville
Housing Division
P. O. Box 7207
Greenville, NC 27835

Re: Restricted Appraisal Report of:
City of Greenville Property
202 & 204 Cadillac Street
Greenville, North Carolina 27834

Dear Ms. Gilkey:

As requested, I have performed a study of the above referenced property for the purpose of estimating the present market value of subject's fee simple estate. The effective date of valuation is October 24, 2014. As discussed prior to the acceptance of this appraisal assignment, I have prepared my findings within this Restricted Report format, in accordance with Standards Rule 2-2 [b] of the Uniform Standards of Professional Appraisal Practice (USPAP). **This Restricted Appraisal Report is prepared for the sole and exclusive use of the Client. The use of this appraisal report by others is not intended by the appraiser. The reader is cautioned that the opinions and conclusions set for this in this Restricted Appraisal Report may not be properly understood without additional information that has been retained in my files.**

IDENTITY OF THE CLIENT

The Client is identified as Ms. Karen Gilkey, Housing Division for the City of Greenville and/or assigns. The use of this report by others is not intended by the appraiser.

INTENDED USE OF THE APPRAISAL

The intended use of this appraisal is to assist the Client in regards to making an internal decision regarding the subject property which may include a possible conveyance. This appraisal is not intended to be used for any other purpose.

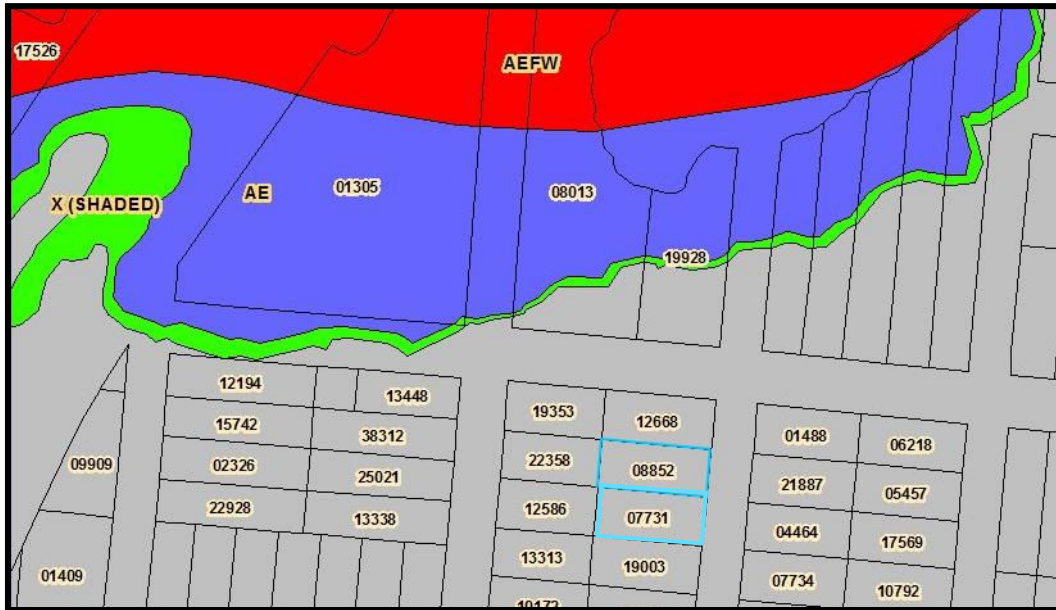
IDENTIFICATION OF THE PROPERTY

The subject of this appraisal study is identified as two parcels located on the west side of Cadillac Street between Colonial Avenue and Third Streets, in the City of Greenville, Pitt County, North Carolina. The properties are owned by the City of Greenville. **Parcel 1** is an approximate 4,600 square foot site located at 202 Cadillac Street and is improved with an 874 square foot, 2-bedroom/1-bath single-family dwelling. There is a living room and kitchen; however, there are no kitchen appliances. The construction is wood frame on a raised pier foundation with wood lap siding and an asphalt shingle roof cover. There is a fireplace but no central HVAC. According to the Pitt County Tax Office, the dwelling was constructed in 1957. I was unable to inspect the interior. Overall, the dwelling is in poor condition from my exterior inspection and observations. The site is approximately 46'x100'. This property is identified by the Pitt County Tax Office as Tax Parcel Number 08852 and is legally described in Deed Book 3214, Page 301 of the Pitt County Registry. In addition, Parcel 1 is identified as Lot 11, Block S of Riverdale Subdivision as recorded in Map Book 3, Page 188 of the Pitt County Registry.

Parcel 2 is an approximate 4,600 square foot vacant site measuring 46'x100'. The address is 204 Cadillac Street and the property is identified by the Pitt County Tax Office as Tax Parcel Number 07731. The property is legally described in Deed Book 3230, Page 506 and is further identified as Lot 10, Block S of Riverdale Subdivision as recorded in Map Book 3, Page 188 of the Pitt County Registry. The aerial provided below references a dwelling on this site; however, the property is vacant. This site adjoins the south side of Parcel 1. A Pitt County GIS aerial of the subject property is provided as follows:



All public utilities are available to the subject sites. The land is level and at street grade. The properties are not located within a Special Flood Hazard Area per FEMA Map Number 3720467800K, dated July 7, 2014. An excerpt from the Pitt County GIS aerial is as follows:



PROPERTY RIGHTS APPRAISED

The property under consideration in this appraisal is not known to be subject to any existing or pending long term market lease. The estimates of market value reported are therefore of subject's unencumbered fee simple estate in the land and real property improvements as described herein. The fee simple estate is described on Page 78 of The Dictionary of Real Estate Appraisal, Fifth Edition, as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and *escheat*." The properties are subject to all matters of public record which would be best identified by a current title opinion and as-built survey.

PURPOSE OF THE APPRAISAL AND DEFINITION OF MARKET VALUE

The purpose of this appraisal is to estimate the present market value of subject's fee simple estate. In this appraisal, market value is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite of a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;

- b. both parties are well informed or well advised, and acting in what they consider their best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing, or sales concessions granted by anyone associated with the sale".¹

Market value does not account for the unpredictable buyer who pays a price in excess of that which is reasonable and supported by market data, nor those transactions made under adverse conditions of sale.

EFFECTIVE DATE OF THE APPRAISAL AND DATE OF THE REPORT

The effective date of the appraisal is October 24, 2014 which corresponds with my initial date of inspection. The date of the report is also October 24, 2014.

SCOPE OF THE APPRAISAL

After accepting the assignment and defining the appraisal problem, an inspection of the property was made. Exterior descriptions were obtained from my personal inspection and the public records. I was not provided interior access since the dwelling was secured. I began my preliminary analysis and data collection for the subject property and the sale properties analyzed for comparative purposes. Information regarding zoning, taxes, utilities, land sales, improved sales and offerings, etc., was obtained from the public records of Pitt County, the City of Greenville and my file data. I have utilized the above referenced information to estimate the current fair market value of subject's fee simple estate by the Sales Comparison Approach. For this property type, the Cost Approach and Income Approach are not considered particularly applicable or necessary and have been omitted. I have prepared my findings within this Restricted Appraisal report in accordance with Standards Rule 2-2 [b] of the Uniform Standards of Professional Appraisal Practice (USPAP). **This Restricted Appraisal Report is prepared for the sole and exclusive use of the Client. The use of this appraisal report by others is not intended by the appraiser. The reader is cautioned that the opinions and conclusions set forth in this Restricted Appraisal Report may not be properly understood without additional information that has been retained in my files.** I have adhered to the Competency Provision of USPAP.

¹Office of the Comptroller of the Currency, 12CFR, Part 34

ASSUMPTIONS AND LIMITING CONDITIONS

The home was constructed prior to 1978; therefore, a lead based paint addendum is required. I have not been provided any environmental reports and this procedure is beyond the scope of this assignment. An inspections/environmental report is recommended due to the age of the dwelling and the observed condition from my exterior inspection. The estimate of market value reported herein is not predicated upon any other Extraordinary Assumptions or Hypothetical Conditions. The reader's attention is directed to the detailed list of standard assumptions and limiting conditions included within the addenda.

ZONING DATA

The subject properties are zoned R6-Residential by the City of Greenville. According to the City of Greenville's Zoning Ordinance, "*the subject market area is zoned for a mixture of single-family, two-family and multi-family dwellings at higher densities.*" I have retained copies of the dimensional requirements in my files. For single-family and two-family uses, the minimum lot area is 6,000 SF with a minimum lot width of 60', a public street setback 25', a side setback 8', a rear setback 15', a maximum height 35', and lot coverage 40%. The lots are considered non-conforming lots of record and are grandfathered. Other permitted uses include houses of worship, parks and recreational facilities, and municipal buildings. No change in zoning is anticipated.

TAX DATA

The subject properties are currently owned by the City of Greenville and are therefore tax exempt. However, as of the January 1, 2012 valuation, Parcel 1 was assessed at \$21,450. The annual tax burden, based upon a current combined tax rate for the City of Greenville and Pitt County of \$1.22 per \$100 of value, is \$261.69. In addition, Parcel 1 would be subject to a \$71 solid waste fee. The assessed value for Parcel 2 is \$2,800 and the annual tax burden would be \$34.16. The assessed value of Parcel 1 appears excessive based upon my analysis of current market sales and an appeal of the assessed value is recommended.

HISTORY OF THE PROPERTY

No title search or opinion of title has been submitted for use with this report, and this is beyond the scope of the appraisal assignment. **Parcel 1** was conveyed to The City of Greenville on April 24, 2014 from Lucille W. Gorham as recorded in Deed Book 3214, Page 301. The revenue stamps are in the amount of \$34 indicating a consideration of \$17,000. Prior to this transaction, the subject was under the ownership of Lucille W. Gorham and the late, George T. Gorham since 1947 as recorded in Deed Book A25, Page 513 of the Pitt County Registry.

Parcel 2 was acquired by The City of Greenville from George S. Saad, Jr., etux on June 13, 2014 as recorded in Deed Book 3230, Page 506 of the Pitt County Registry. The revenue stamps associated with this transaction are in the amount of \$11 indicating a consideration of \$5,500. George S. Saad, Jr. acquired the property in 1995 as recorded in Deed Book 558, Page 685 of the Pitt County Registry.

To the best of my knowledge, there have been no other sales or conveyances involving the ownership of the subject properties within the past three years preceding the date of this report. Also, I am unaware of any pending third party sales or offers to purchase involving the subject of this appraisal study.

HIGHEST AND BEST USE

The highest and best use as if vacant would be for the assemblage of the two lots, either together or with the adjoining lots, to create legal lots of record. The adjoining lots are developed with single family residential uses which are legally permissible and conform to the surrounding land use development pattern. The dwelling on Parcel 1 is in poor condition and has a chronological age of approximately 57 years. There is physical deterioration and functional obsolescence attributable to the improved property, and external obsolescence also exists in the market area. Based upon my review and analysis of the market sales, the dwelling contributes nominal value to the overall property and would be at or near the economic life expectancy as-is. There have been renovations of dwellings in this market area, as well as some new construction via redevelopment. I have not been provided any renovation cost data and this procedure is beyond the scope of this assignment. As improved, the highest and best use of Parcel 1 is single family residential with the assemblage or combination of the adjoining lot referenced as Parcel 2. I have not been provided any reports that would identify whether the property would pass any inspections report pertaining to electrical, plumbing, etc., by the City of Greenville or any other applicable regulatory agency.

EXPOSURE/MARKETING TIME

Over the last two years, the average combined marketing time for thirteen properties in this market area selling between \$1,600 and \$20,000, as reported by the Greenville MLS, was 206 days. This property type has a marketing time of approximately 6-12 months. The exposure time for the subject property is commensurate with the marketing time assuming the property was actively marketed with appropriate marketing techniques and within a reasonable range of market value.

VALUATION OF THE PROPERTY

Sales Comparison Approach

In the Sales Comparison Approach, the subject property is compared to similar properties that have sold or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties. The real estate appraisal principle of substitution plays a significant factor in the Sales Comparison Approach in that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility or desirability without undue delay. To apply the Sales Comparison Approach, an appraiser follows a systematic procedure:

1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract.
2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's length market considerations.
3. Select relevant units of comparison (e.g. price per acre, price per square foot, or per front foot) and develop a comparative analysis for each unit.
4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparisons. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables to a value bracket and then to a single value indication.²

The typical unit of comparison is the sales price paid per square foot. Based on my market analysis, the following summary of land and improved sales is offered for comparison to subject:

²The Appraisal of Real Estate, 13th Edition, Page 301-302

| Land and Improved Sales Summary Chart | | | | | | | |
|---------------------------------------|----------------|-----------------|------------------|-----------------|------------------|----------------|-------------------|
| Identity | Subject | Improved Sale 1 | Improved Sale 2 | Improved Sale 3 | Land Sale 1 | Land Sale 2 | Land Offering |
| Date | 10/24/14 | 11/27/12 | 06/13/13 | 12/30/13 | 11/07/13 | 11/06/13 | Current |
| Location | Cadillac | 1207 West Third | 201 North Sylvan | 1404 Myrtle | 1111 West Fourth | 1115 W. Fourth | 1806 South Greene |
| Size | 874 SF/4600 SF | 1136 SF | 1100 SF | 1241 SF | 5,350 | 7,500 | 5,500 |
| Year Built | 1957/NA | 1924 | 1950 | 1940 | NA | NA | NA |
| HVAC | None/NA | None | FWA | None | NA | NA | NA |
| Bedrooms/ Baths | 2/1 | 3/1 | 2/1 | 2/1 | NA | NA | NA |
| Sales Price | NA | \$6,000 | \$9,000 | \$10,000 | \$1,500 | \$4,500 | \$3,000 |
| Unit Price | NA | \$5.28/SF | \$8.18/SF | \$8.06/SF | \$.28/SF | \$.60/SF | \$.55/SF |
| Adjustments | | | | | | | |
| Physical Characteristics | -0- | (\$550) | (\$750) | (\$850) | -0- | (\$1,200) | -0- |
| Adjusted Sales Price | -0- | \$5,450 | \$8,250 | \$9,150 | \$1,500 | \$3,300 | \$3,000 |

Analysis of Improved Sales:

The preceding chart analyzes three sales of improved properties within the market area which have been compared to Parcel 1. I have also identified two land sales and a current listing of a vacant site which are compared to Parcel 2. The adjustments reflect physical differences such as size.

Improved Sales 1-3 reflect a range in adjusted sale prices from \$5,450 to \$9,150 for Parcel 1, which equates to \$6.24/SF to \$10.47/SF of total dwelling area as compared to the subject property. A unit price of \$8.00/SF is considered reasonable for Parcel 1. Land Sales 1 and 2, and the current land offering, reflect adjusted sale prices from \$1,500 to \$3,300 or from \$33/SF to \$.72/SF of total land area as applied to the subject property. Listings typically reflect the upper limit in price. A unit price of \$.50/SF is considered reasonable for Parcel 2. The estimated value of the subject property by the Sales Comparison Approach is as follows:

Applied to Subject:

| | | | |
|---------------------------------|---------|---|----------------|
| Parcel 1: 874 SF x \$8.00/SF = | \$6,992 | ® | \$7,000 |
| Parcel 1: 4600 SF x \$0.50/SF = | | | <u>\$2,300</u> |

Estimated Market Value by the Sales Comparison Approach: \$9,300

FINAL VALUE CONCLUSION

The purpose of this appraisal is to estimate the present market value of subject's fee simple estate as-is. The Sales Comparison Approach is the most appropriate valuation method. The greatest strength of the Sales Comparison Approach is that it reflects the attitudes of market buyers and sellers. However, no two properties are exactly alike and adjustments were made for the noted differences. After considering all factors of my investigations, it is my opinion that the present market value of subjects' fee simple estate, as of October 24, 2014 and subject to the Extraordinary Assumptions reported herein, is approximately:

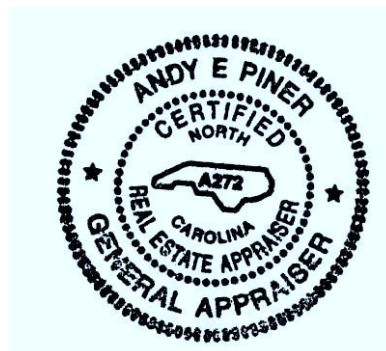
| | |
|------------------|-----------------------|
| Parcel 1: | \$7,000 |
| Parcel 2: | <u>\$2,300</u> |
| Total | \$9,300 |

I certify that I have no present or contemplated future interest in the property appraised. The estimate of market value reported is not predicated upon a minimum valuation, a specific valuation, or an amount that would favor the client. **Also, as referenced previously, the use of this Restricted Appraisal Report is specifically restricted to the Client. My opinions and conclusions cannot be properly understood without the additional information that has been retained in my files.**

Respectfully submitted,



Andy E. Piner, State Certified General Appraiser



ADDENDA

PHOTOGRAPHS OF SUBJECT PROPERTY



Parcel 1



Parcel 1

PHOTOGRAPHS OF SUBJECT PROPERTY



Parcel 1



View Cadillac Street

PHOTOGRAPHS OF SUBJECT PROPERTY



Parcel 2

PHOTOGRAPHS OF SUBJECT PROPERTY



Improved Sale 1



Improved Sale 2



Improved Sale 3
15



**ASSUMPTIONS AND LIMITING CONDITIONS FOR
RESTRICTED APPRAISAL REPORT**

1. This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of USPAP. As such, it does not include discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. No survey or analysis of sub-surface minerals and/or deposits has been made and, unless stated otherwise in the report, they have not been considered as a contributing factor to the market value of the property.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been compiled with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with property written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser will not be required to give testimony or appear in court or before any other commission or body by reason of this appraisal unless arrangements are previously made.
20. The estimate of market value reported herein is not contingent upon the reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
21. No termite inspection has been provided to me or conducted by me of this property. This report and value estimate is based upon the assumption that the property has been inspected by a reputable, licensed exterminator and that there is no active termite infestation or hidden damage.

QUALIFICATIONS OF THE APPRAISER

Andy E. Piner, Candidate for Designation of the Appraisal Institute
 1105-A Corporate Drive
 Greenville, North Carolina 27858
 Phone: (252) 752-1010
 Fax: (252) 830-1240
 Email: andy@mooreandpiner.com

License/Certifications:

NC State-Certified General Real Estate Appraiser
 Licensed Real Estate Broker, State of North Carolina

Professional Affiliations:

Greenville-Pitt Board of Realtors

Employment History:

| | |
|--------------|---|
| 2000-Present | Moore & Piner, LLC Appraisals, Brokerage, Consulting & Development |
| 1984-2000 | Collice C. Moore & Associates Real Estate Appraisers |
| 1980-1983 | Moore & Sauter Associates Real Estate Appraisers |

Education:

East Carolina University-Bachelor of Science in Business Administration - 1982

Appraisal Courses/Education:

| <u>Course/Education Title</u> | <u>Place Taken</u> | <u>Year</u> | <u>Passed</u> |
|---|--------------------|-------------|---------------|
| Residential Valuation | Univ. of N.C. | 1982 | Yes |
| Real Estate Appraisal Principles | Univ. of N.C. | 1982 | Yes |
| Basic Valuation Procedures | Univ. of N.C. | 1982 | Yes |
| Capitalization Theory & Techniques-Part A | Athens, GA | 1984 | Yes |
| Capitalization Theory & Techniques-Part B | Univ. of N.C. | 1987 | Yes |
| Case Studies in Real Estate Valuation | Univ. of N.C. | 1988 | Yes |
| Valuation Analysis & | | | |

| | | | |
|--|---|------|-----|
| Report Writing | Univ. of N.C. | 1988 | Yes |
| Standards of Professional Practice | Univ. of N.C. | 1989 | Yes |
| Matched Pairs and Market Extraction | Wilson Community College | 1998 | Yes |
| General Demonstration Appraisal Report Writing Seminar | Atlanta, GA | 1999 | Yes |
| USPAP-Part C | Appraisal Institute Atlanta Area Chapter, Atlanta, GA | 2000 | Yes |
| General Market Analysis and Highest and Best Use | UNC-Greensboro | 2008 | Yes |
| Advanced Sales Comparison and Cost Approaches | UNC-Greensboro | 2008 | Yes |
| Comprehensive Examination, Modules I, II, III & IV | N/A | 2010 | Yes |

The above courses are sponsored by The Appraisal Institute

Approved Appraiser for the Following Clients:

| | |
|------------------------------------|---------------------------|
| N. C. Department of Transportation | First Citizens Bank |
| N. C. Department of Administration | Bank of America |
| Pitt-Greenville Airport Authority | Paragon Bank |
| City of Greenville | TrustAtlantic Bank |
| City of Rocky Mount | Poyner and Spruill |
| PNC Bank (RBC Bank) | Colombo Kitchin Attorneys |
| Southern Bank & Trust Company | Wells Fargo |
| Branch Bank & Trust Company | VantageSouth Bank (ECB) |

Appraisal clients include attorneys, investors, and developers in Eastern North Carolina, as well as various cities and towns throughout Eastern North Carolina including the City of Greenville, Town of Tarboro, City of Rocky Mount, Town of Ayden, etc. The appraiser has appeared as an expert witness in the following counties: Pitt, Halifax, Edgecombe, Craven, Brunswick, Martin, Perquimans, Wayne, and Beaufort.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have completed the Standards and Ethics Education Requirement for Candidates of the Appraisal Institute.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

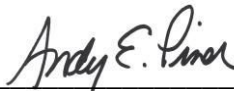
My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal

My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.





Andy E. Piner



Pitt County Government
Greenville, North Carolina
www.pittcountync.gov








| | |
|-------------------------------|---------------------|
| Parcel | 06556 |
| Physical Address | 1304 W THIRD ST |
| Owner Name | GREENVILLE CITY OF |
| OwnerAddress1 | PO BOX 7207 |
| OwnerAddress2 | |
| OwnerAddress3 | |
| City / State / Zip | GREENVILLE NC 27835 |
| NC PIN | 4678920971 |
| Subdivision / Section / Phase | |
| Prior Legal Description | RES. 1304 3RD ST. |
| Block / Lot | |
| Tract | |
| Building Number / Unit | |
| Acres | 0.13 |
| Current Owner Deed/Document | 002448 00171 |
| Map Book | - |
| Deed / Document Date | 02/2008 |
| Deed / Document Sales Price | \$40,000 |
| Building Type / Use | |
| Number of Buildings | 0 |
| Year Built | |
| Total Living Area | |
| Building Value | |
| Extra Features Value | \$0 |
| Land Value | \$3,309 |
| Total Current Market Value | \$3,309 |
| Total 2011 Market Value | \$3,309 |
| Revaluation Year | 2012 |
| Municipality | GREENVILLE |
| Township | GREENVILLE |
| Fire Service District | INSIDE MUNICIPALITY |
| Census Tract | 7.01 |
| Neighborhood | 004131 |
| Elementary School | WAHL-COATES ES |
| Middle School | C M EPPES MS |
| High School | J H ROSE HS |

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


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PLEASE NOTE:
Parcel ownership information updated nightly.
Map printed 10/28/2014.

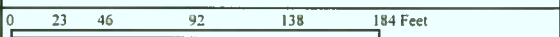


Pitt County Government
Greenville, North Carolina
www.pittcountync.gov





| | |
|-------------------------------|---------------------|
| Parcel | 06557 |
| Physical Address | 1306 W THIRD ST |
| Owner Name | GREENVILLE CITY OF |
| OwnerAddress1 | PO BOX 7207 |
| OwnerAddress2 | |
| OwnerAddress3 | |
| City / State / Zip | GREENVILLE NC 27835 |
| NC PIN | 4678920932 |
| Subdivision / Section / Phase | |
| Prior Legal Description | RES. 1306 W. 3RD |
| Block / Lot | |
| Tract | |
| Building Number / Unit | |
| Acres | 0.13 |
| Current Owner Deed/Document | 002448 00171 |
| Map Book | - |
| Deed / Document Date | 02/2008 |
| Deed / Document Sales Price | \$40,000 |
| Building Type / Use | |
| Number of Buildings | 0 |
| Year Built | |
| Total Living Area | |
| Building Value | |
| Extra Features Value | \$0 |
| Land Value | \$3,309 |
| Total Current Market Value | \$3,309 |
| Total 2011 Market Value | \$16,310 |
| Revaluation Year | 2012 |
| Municipality | GREENVILLE |
| Township | GREENVILLE |
| Fire Service District | INSIDE MUNICIPALITY |
| Census Tract | 7.01 |
| Neighborhood | 004131 |
| Elementary School | WAHL-COATES ES |
| Middle School | C M EPPES MS |
| High School | J H ROSE HS |

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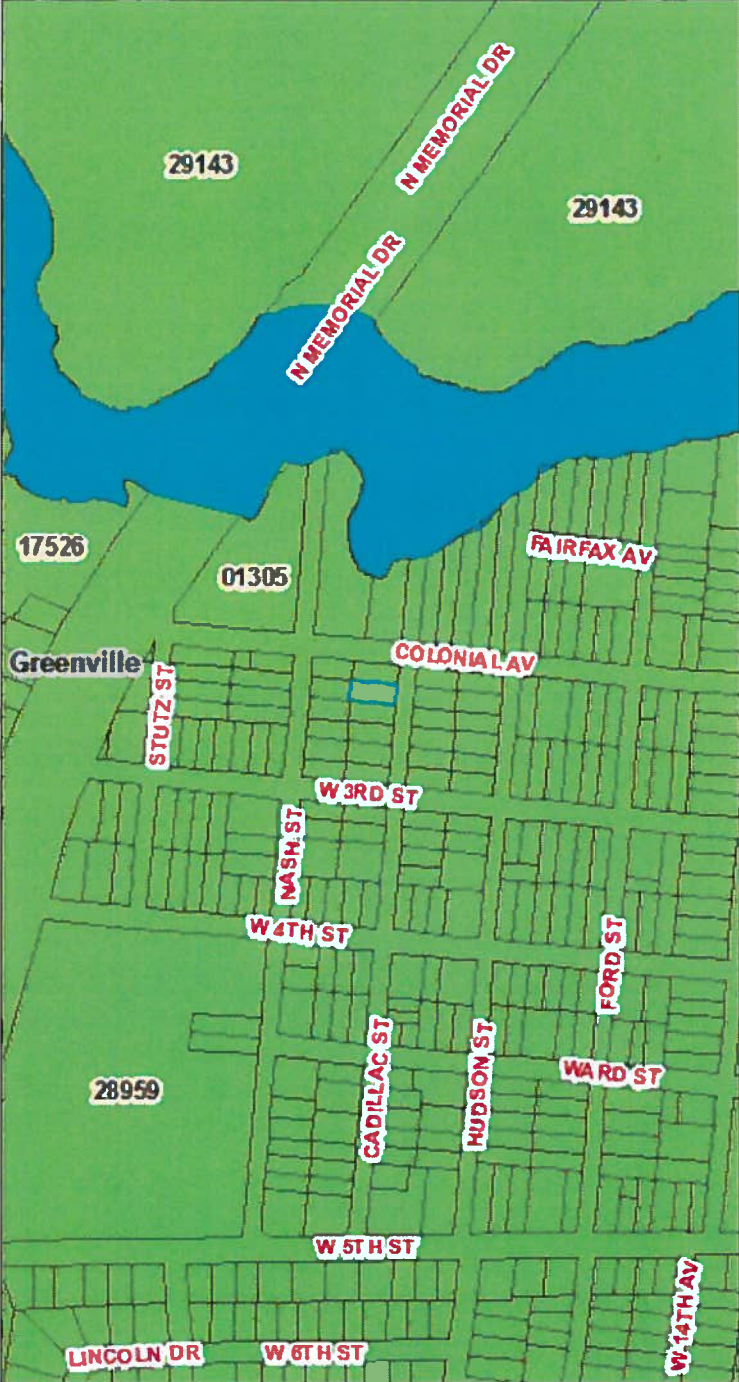
PLEASE NOTE:
Parcel ownership information updated nightly.
Map printed 10/28/2014.



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Greenville, North Carolina
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| | |
|-------------------------------|---------------------|
| Parcel | 08852 |
| Physical Address | 202 CADILLAC ST |
| Owner Name | GREENVILLE CITY OF |
| OwnerAddress1 | PO BOX 7207 |
| OwnerAddress2 | |
| OwnerAddress3 | |
| City / State / Zip | GREENVILLE NC 27835 |
| NC PIN | 4678836039 |
| Subdivision / Section / Phase | RIVERDALE |
| Prior Legal Description | RIVERDALE |
| Block / Lot | S 11 |
| Tract | |
| Building Number / Unit | |
| Acres | 0.11 |
| Current Owner Deed/Document | 003214 00301 |
| Map Book | 3-188 |
| Deed / Document Date | 04/2014 |
| Deed / Document Sales Price | \$17,000 |
| Building Type / Use | SFR CONST(SFR) |
| Number of Buildings | 1 |
| Year Built | 1957 |
| Total Living Area | 874 |
| Building Value | \$18,650 |
| Extra Features Value | \$0 |
| Land Value | \$2,800 |
| Total Current Market Value | \$21,450 |
| Total 2011 Market Value | \$26,859 |
| Revaluation Year | 2012 |
| Municipality | GREENVILLE |
| Township | GREENVILLE |
| Fire Service District | INSIDE MUNICIPALITY |
| Census Tract | 7.01 |
| Neighborhood | 004131 |
| Elementary School | WAHL-COATES ES |
| Middle School | C M EPPES MS |
| High School | J H ROSE HS |


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PLEASE NOTE:
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Map printed 10/28/2014.



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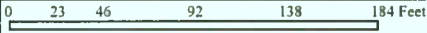




| | |
|-------------------------------|---------------------|
| Parcel | 07731 |
| Physical Address | 204 CADILLAC ST |
| Owner Name | GREENVILLE CITY OF |
| OwnerAddress1 | PO BOX 7207 |
| OwnerAddress2 | |
| OwnerAddress3 | |
| City / State / Zip | GREENVILLE NC 27835 |
| NC PIN | 4678836025 |
| Subdivision / Section / Phase | |
| Prior Legal Description | RIVERDALE ST ADDN |
| Block / Lot | S 10 |
| Tract | |
| Building Number / Unit | |
| Acres | 0.11 |
| Current Owner Deed/Document | 003230 00506 |
| Map Book | 3-188 |
| Deed / Document Date | 06/2014 |
| Deed / Document Sales Price | \$5,500 |
| Building Type / Use | |
| Number of Buildings | 0 |
| Year Built | |
| Total Living Area | |
| Building Value | |
| Extra Features Value | \$0 |
| Land Value | \$2,800 |
| Total Current Market Value | \$2,800 |
| Total 2011 Market Value | \$14,712 |
| Revaluation Year | 2012 |
| Municipality | GREENVILLE |
| Township | GREENVILLE |
| Fire Service District | INSIDE MUNICIPALITY |
| Census Tract | 7.01 |
| Neighborhood | 004131 |
| Elementary School | WAHL-COATES ES |
| Middle School | C M EPPES MS |
| High School | J H ROSE HS |

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PLEASE NOTE:

Parcel ownership information updated nightly.
Map printed 10/28/2014.



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Encroachment agreement with DeNovo Constructors, Inc. to encroach upon the property of the City of Greenville located at 200 Staton Road, being known as Fire Station #4, to install a ground water monitoring well

Explanation: **Abstract:** The City has received a request from DeNovo Constructors, Inc. to encroach upon the property of the City of Greenville located at 200 Staton Road, being known as Fire Station #4, to construct and install a ground water monitoring well.

Explanation: Attached for City Council's consideration is an encroachment agreement setting out the terms by which DeNovo Constructors, Inc. can construct a ground water monitoring well on the property of the City of Greenville located at 200 Staton Road, being known as Fire Station #4, and designated as Pitt County tax parcel number 50899. The monitoring well would be installed near the southwestern corner of the property as shown on the attached map.


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

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

Recommendation: Approve the encroachment agreement permitting DeNovo Constructors, Inc. to encroach upon the property of the City of Greenville located at 200 Staton Road to construct and install a ground water monitoring well near the southwestern corner of the property as outlined in the encroachment agreement.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Agreement](#)

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

STATE OF NORTH CAROLINA
COUNTY OF PITT

Encroachment Agreement
200 Staton Rd. Fire Station #4

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

THIS AGREEMENT made and entered into this the _____ day of November, 2014, by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first Part and hereinafter sometimes referred to as the **CITY**, and **DeNovo Constructors, Inc.**, 100 South Wacker, Suite LL 1-50, Chicago, IL 60606, party of the second party and hereinafter sometimes referred to as the **OWNER**;

W I T N E S S E T H

THAT WHEREAS, the OWNER desires to encroach upon the property of the City designated as 200 Staton Road, being known as Fire Station #4 and designated as parcel number 50899 by the Pitt County Tax Assessor, to construct and install a ground water monitoring well near the southwestern corner of the property as shown on the attached map.

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment over and upon the property of the City, subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, subject to the conditions contained in this Agreement.

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

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.

2. All damages to the City property, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure, shall be borne by the OWNER, including but not limited to the following:

- a. Restoring City property and the area around the monitoring well to pre-construction condition.
- b. Repairing any damage to the existing curbing or sidewalks.
- c. Repairing any damage to facilities maintained by Greenville Utilities Commission

3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission's use of its property for construction or maintenance work in the ordinary course of its business, shall be borne by the OWNER.

4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the CITY or utilization by the Greenville Utilities Commission or facilities maintained by Greenville Utilities Commission.

5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the property, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.

6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.

7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the City's property or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.

8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.

9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER

complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

10. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and easement granted herein by the provision of at least thirty-day (30) written notice to the OWNER.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement.

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

DeNovo Constructors, Inc.

By:  (Seal)
Signature

Dan Schmitt, President
Type or Print Name and Title

CITY OF GREENVILLE

By: _____
Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

RECOMMENDED:

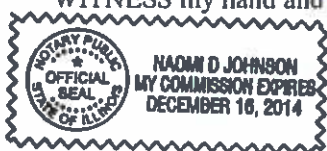

Kevin Mulligan, P.E., Director of Public Works

State of Cook

County of Illinois

I, Naomi D. Johnson, Notary Public of said County and State, do hereby certify that Dan Schmittiel, personally appeared before me this day and acknowledges, He is the President of DeNovo Constructors, Inc., and that by authority duly given by the board of directors, He signed the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this the 17 day of October, 2014.



Naomi D. Johnson
Naomi D. Johnson, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: Dec. 16, 2014

State of North Carolina

County of Pitt

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

WITNESS my hand and Notarial Seal, this the _____ day of November, 2014.

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____



Google earth



LEGEND

- Proposed Monitoring Well Location
- Property Boundary

Note: Monitoring well to be located 50 feet north of south property boundary and 20' east of west property boundary.

DeNovo Constructors, Inc.
100 S. Wacker Drive, Suite LL 1-50
Chicago, IL 60606

FIGURE 4
Proposed Monitoring Well Location
200 Staton Road
Greenville, NC



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Water Capital Projects Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's NCDOT Tenth Street Connector Project

Explanation: **Abstract:** Greenville Utilities Commission seeks approval to relocate and/or adjust certain water and sewer lines related to the North Carolina Department of Transportation's Tenth Street Connector project.

Explanation: The North Carolina Department of Transportation (NCDOT) has plans to construct a new connector street from the intersection of Stantonsburg Road and Memorial Drive to the intersection of Tenth Street and Evans Street. As a result of the construction of the new street connector, it will be necessary for the NCDOT to relocate and/or adjust certain water and sewer lines located within the street rights-of-way that will be in conflict with the proposed street improvements.

In accordance with NCDOT policy, the cost for the relocation or adjustment of the utility lines is the responsibility of the utility owner. The cost to Greenville Utilities for relocation of the affected water lines, including a 5% contingency, is estimated at \$892,500. The actual cost will be computed based on contract quantities at project completion and handled as a reimbursement by GUC to the NCDOT.


On October 16, 2014, the GUC Board of Commissioners adopted the water capital projects budget and resolution, and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached ordinance and resolution related to the NC Department of Transportation Tenth Street Connector Project.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Ordinance - Tenth Street Connector Project](#)

 [Resolution - Tenth Street Connector Project](#)

ORDINANCE NO. 14-_____

WATER CAPITAL PROJECT BUDGET
10th STREET CONNECTOR PROJECT

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

Section 1. Revenues. Revenues of the Water Capital Project Budget, 10th Street Connector Project, is hereby established to read as follows:

Revenue

| | | |
|-----------------------|------------------|-------------------------|
| Long-term debt | <u>\$892,500</u> | |
| Total Project Revenue | | <u><u>\$892,500</u></u> |

Section 2. Expenditures. Expenditures of the Water Capital Project Budget, 10th Street Connector Project, is hereby established to read as follows:

Expenditures

| | | |
|----------------------------|------------------|-------------------------|
| Project costs | <u>\$892,500</u> | |
| Total Project Expenditures | | <u><u>\$892,500</u></u> |

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

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

Adopted this the _____ day of _____, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. 14-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE TAX EXEMPT
FINANCING FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN
CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN
CAPITAL IMPROVEMENTS

WHEREAS, the Greenville Utilities Commission of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, (the Commission) has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Project”) more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the “System”); and

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

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

Section 1. The City Council hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Project no more than 60 days prior to the date hereof and thereafter. The City Council reasonably expects on the date hereof that it will reimburse the Commission for the Expenditures from the proceeds of a like amount of the Debt.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the Commission or City of Greenville, North Carolina (the “City”) so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Tax Exempt Financing estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$892,500.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission’s

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

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the ____ day of _____, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

EXHIBIT A

THE IMPROVEMENTS

The Improvements referenced in the resolution include, but are not limited to, all operating and capital expenditures associated with the purchase, design, and construction of:

| | |
|--------------------------------------|-----------|
| NCDOT Tenth Street Connector Project | \$892,500 |
|--------------------------------------|-----------|

| | |
|-------|------------------|
| Total | <u>\$892,500</u> |
|-------|------------------|



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Supplemental agreement with the North Carolina Department of Transportation for additional funding for the Green Mill Run Greenway Phase 2 Extension Project and extension of the project completion date to June 30, 2016

Explanation: **Abstract:** Staff seeks approval of a supplemental agreement with the North Carolina Department of Transportation (NCDOT) to provide additional funding of \$309,890 from high priority project funds to construct the Green Mill Run Greenway Phase 2 Extension Project and extend the completion date of the project to June 30, 2016.

Explanation: On December 5, 2011, the City of Greenville and NCDOT entered into an agreement to construct approximately 1.4 miles of 10' wide paved multi-use trail along Green Mill Run. The trail will begin at the western terminus of the first phase of Green Mill Run Greenway at Charles Boulevard, across Evans Street, and then run along Arlington Boulevard to Evans Park.

The original funding amount for this project was \$1,374,400 of federal funds with a City match of \$343,600. The attached supplemental agreement allows an additional funding of \$247,912 in federal funds with a City match of \$61,978 for a maximum City match of \$405,578. The additional City funds will come from Powell Bill Funds. It should be noted that the City's share of trail funding has increased to 20% since the State of North Carolina is no longer providing a 10% share of the costs.

The agreement will also extend the completion date to June 30, 2016.


Bids for the project are due in December 2014 with construction scheduled to start in Spring 2015.

Fiscal Note: Fiscal impact includes an additional \$61,978 from Powell Bill Funds.

Recommendation: City Council approve the supplemental agreement with NCDOT for construction of the Green Mill Run Greenway Phase 2 Extension Project and extend the completion date of the project to June 30, 2016.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Agreement](#)

 [Map](#)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 11/03/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-4996

AND

WBS ELEMENTS: PE 41061.1.1

ROW 41061.2.1

CITY OF GREENVILLE

CON 41061.3.1

FEDERAL-AID #: HPP-0220(070)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$247,912

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Greenville, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 12/5/2011, entered into a certain Project Agreement for the construction of a 10-ft wide paved multi-use trail along Green Mill Run with 2-ft shoulders of granite screenings on both sides from the western terminus of the first phase of Green Mill Run Greenway at Charles Boulevard, across Evans Street, and then along Arlington Boulevard to Evans Park. The total length of the project is approximately 1.4 miles, programmed under Project EB-4996; and,

WHEREAS, the Department and the Municipality have agreed to provide additional funding and extend the completion date for the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

FUNDING

The Department's original participation was \$1,374,400. The Department agrees to reimburse the Municipality an additional \$247,912 of High Priority Projects funds. The Municipality will provide \$61,978 as their local match.

TIME FRAME

The completion date is extended to June 30, 2016.

TITLE VI

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.

Except as hereinabove provided, the Agreement heretofore executed by the North Carolina Department of Transportation and City of Greenville on 12/5/2011, and supplemented on 10/11/2012 and 12/12/2013, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the North Carolina Department of Transportation and the City of Greenville by authority duly given.

L.S. ATTEST:

CITY OF GREENVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ (Governing Board) of the City of Greenville as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)




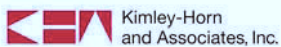
Source: NC OneMap Aerials, 2010

Figure 2
Project Area

Green Mill Run Greenway
Phase 2 Extension
(TIP Project EB-4996)
Greenville, Pitt County, NC

Legend

 Proposed Greenway





City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Resolution declaring a ball field dragging machine as surplus and authorizing its disposition to J.H. Rose High School

Explanation: **Abstract:** The Recreation and Parks Department has a 1995 John Deere Bunker Rake that has been replaced as a part of Fleet Management's normal equipment replacement program. J.H. Rose High School has requested this surplus equipment be donated to the school so it can be used for preparing their ball fields.

Explanation: The Recreation and Parks Department has determined that a 1995 John Deere Bunker Rake is surplus to its needs, and J.H. Rose High School has requested the surplus ball field dragging machine be donated to the school for use in the preparation of their fields. The Recreation and Parks Department uses J.H. Rose High School fields for its Babe Ruth baseball program, so the Department would continue to get benefit from this equipment after its transfer.

The Recreation and Parks Commission, at their October 8, 2014 meeting, recommended approval of the donation of the surplus ball field dragging machine to J.H. Rose High School.

Fiscal Note: There is no cost to the City for this donation.

Recommendation: Adopt the resolution declaring the ball field dragging machine as surplus and authorizing its disposition to J.H. Rose High School.

Attachments / click to download

 [Resolution Ball Field Dragging Machine JH Rose High School 11.10.2014 991249](#)

RESOLUTION NO. _____-14
RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING
ITS DISPOSITION TO J.H. ROSE HIGH SCHOOL

WHEREAS, the Greenville Recreation and Parks Department has determined that certain property is surplus to the needs of the City;

WHEREAS, the J.H. Rose High School can put this property to use; and

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be donated to J.H. Rose High School, said property being described as follows:

One (1) 1995 John Deere Bunker Rake

This the 10th day of November, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Resolution declaring one 1988 Pierce Pumper Fire Truck and one 1993 Pierce Ladder Truck as surplus property and authorizing disposition to Pitt Community College

Explanation: **Abstract:** The Fire/Rescue Department has a 1988 Pierce Pumper Fire Truck and a 1993 Pierce Ladder Truck that Pitt Community College's Education Division has expressed an interest in utilizing as part of their fire/rescue training program.

Explanation: The Fire/Rescue Department has a 1988 Pierce Pumper Fire Truck and a 1993 Pierce Ladder Truck that Pitt Community College's Education Division has expressed an interest in utilizing as part of their fire/rescue training program.

North Carolina General Statute 160A-274 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit.

Fiscal Note: There are no costs associated with this equipment transfer. \$1 in revenue will be received by the City from Pitt Community College.

Recommendation: Adopt the attached resolution declaring a 1988 Pierce Pumper Fire Truck and a 1993 Pierce Ladder Truck as surplus and authorizing its disposition to Pitt Community College's Education Division.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS 991075](#)

RESOLUTION NO.
RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS
AND AUTHORIZING ITS DISPOSITION TO PITT COMMUNITY COLLEGE

WHEREAS, the Greenville Fire/Rescue Department has determined that certain property is surplus to the needs of the City of Greenville;

WHEREAS, Pitt Community College can put this property to use; and

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be conveyed to Pitt Community College for one dollar (\$1.00), said property being described as follows:

One Pierce 1988 Pumper Fire Truck
One Pierce 1993 Ladder Truck

This the 10th day of November, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

#991075



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Agreement with Greenville Auto Auction to sell surplus City vehicles

Explanation: **Abstract:** The City of Greenville currently sells surplus vehicles and other personal property utilizing an on-line auction service, GovDeals.com. The City desires to enter into an agreement with Greenville Auto Auction, a local business, to sell its surplus vehicles.

Explanation: The City of Greenville currently sells vehicles and other personal property utilizing an on-line auction service called GovDeals.com. The City desires to enter into an agreement with Greenville Auto Auction, a local business located in the City's ETJ, to sell its surplus vehicles. Pitt County currently has a similar agreement with Greenville Auto Auction, and they have reported that their experience has been a positive one.

Staff has provided the following statistics regarding the revenue received for the sale of surplus vehicles for the past three years:

| Fiscal Year | # of Vehicles Sold | Total Amount of Sales | Fees Paid to GovDeals.com | Net Revenue Received |
|--------------------|---------------------------|------------------------------|----------------------------------|-----------------------------|
| 2011-2012 | 29 | \$101,485 | \$7,611.40 | \$93,873.60 |
| 2012-2013 | 36 | \$100,502.46 | \$7,537.67 | \$92,964.79 |
| 2013-2014 | 37 | \$125,810.11 | \$9,435.73 | \$116,374.38 |

Since the disposal of surplus property is governed by N.C.G.S. 160A-270, the City Council must authorize this agreement and must also approve a resolution for each auction that will be conducted by Greenville Auto Auction.

Fiscal Note: The fees associated with this agreement will be 7.5% of the sales price of the vehicle sold. This is the same fee that is currently charged by GovDeals.com.

Recommendation: Approve the agreement with Greenville Auto Auction.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Agreement between GAA and City for sale of Surplus Vehicles 989664](#)

**NORTH CAROLINA
PITT COUNTY**

AGREEMENT

THIS AGREEMENT is made and entered into this _____ of _____, 2014, by and between the City of Greenville, Party of the First Part and hereinafter referred to as the “City”, and Greenville Auto Auction, Inc. , Party of the Second Part and hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, City desires assistance with the sale of surplus vehicles by public auction; and

WHEREAS, Contractor possesses the expertise and experience to assist City in such capacity;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference.
2. Termination. The City or Contractor may terminate this Agreement, with or without cause, at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.
3. Regulations. If on the City’s property, Contractor shall comply with the City’s regulations, including but not limited to safety regulations. City will provide Contractor with all relevant regulations upon request of Contractor.
4. Term. This Agreement shall commence on the date written above and shall continue for a period of one year, subject to the termination provisions contained in paragraph 2 above. This Agreement may be renewed for additional one year terms upon execution of a renewal agreement signed by both parties.
5. Payment. The City shall pay Contractor in accordance with the following rate schedule:
 - Sales fee per vehicle sold: 7.5% of the sales price
 - Wash and vacuum on cars and standard size vans and trucks (if requested by City): \$25
 - Wash and vacuum on oversized vans and trucks (if requested by City): \$30
 - Local transport fee for vehicle to auction (if requested by City): \$25
 - Storage of vehicles in electric security fenced lot: Free for up to 30 days & \$3.00 per day thereafter.

6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any City employee benefits whatsoever and does not possess any rights or privileges as generally established for the City's employees.

9. Hold Harmless and Indemnification. Contractor agrees to hold harmless and indemnify the City from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

10. Insurance. Contractor agrees to procure and maintain, or cause to be procured and maintained, an Error and Omissions liability insurance policy covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or the negligence or otherwise wrongful acts or omissions of Contractor. The limits of liability of said insurance shall be at least two hundred and fifty thousand dollars (\$250,000.00) per occurrence and two hundred and fifty thousand dollars (\$250,000.00) per aggregate. Contractor shall also procure and maintain, or cause to be procured and maintained, Workers' Compensation coverage for its employees, as may be required by law. Contractor shall also maintain a Crime Insurance Policy with a limit of two hundred and fifty thousand dollars (\$250,000.00) that will protect the City from any loss of funds.

11. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

12. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

13. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

City of Greenville
Attn: City Manager
P.O. Box 7207
Greenville, North Carolina 27835-7207

Greenville Auto Auction, Inc.
Attn: Clark Stallings
4330 Dickinson Avenue
Greenville, NC 27834

Each party shall keep the other party informed of its current address at all times.

14. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

15. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

16. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

17. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

18. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard copy," the terms contained in the facsimile shall prevail.

19. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. Non-Exclusive Engagement. This Contract is not exclusive. The City may utilize other disposal approaches, including electronic online auction services, for the sale and disposition of property. However, it is understood and agreed that the City will not simultaneously utilize multiple disposal approaches for one vehicle at the same time.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

CITY OF GREENVILLE

GREENVILLE AUTO AUCTION, INC

By: _____
Barbara Lipscomb
City Manager

By: _____
Jeffrey S. Stallings
President

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Bernita W. Demery, CPA, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

EXHIBIT A

The parties agree that the following services shall be provided under this Agreement:

1. The City may, from time to time, identify surplus vehicles to be sold by Contractor at a public auction. There is no minimum or maximum number of vehicles that must be identified by the City during the term of this contract, and there is no cost or penalty to the City if no vehicles are identified.
2. The City warrants that vehicles identified are owned by the City and have no liens against them. The City further warrants that each vehicle will have been declared as a surplus vehicle prior to being offered for sale by Contractor, and the City shall adopt a resolution or order authorizing Contractor to dispose of the property at public auction, identify the property to be sold, and set the date, time, place and terms of the sale, in accordance with North Carolina General Statute 160A-270(b). The City shall publish the resolution or order at least once and not less than ten (10) days before the date of the auction. Contractor shall notify the City of the date and time of its public auction at least 45 days prior to the public auction, unless a shorter timeframe is agreed upon which can accommodate the meeting schedule of the City Council and the legal notice requirements contained in North Carolina General Statute 160A-270(b).
3. Contractor will accept vehicles identified by the City and will sell each vehicle by public auction at Contractor's place of business in Greenville, North Carolina. The City provides vehicles "as is, where is" and makes no warranty, guaranty, or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The City will set a minimum price for each vehicle, and Contractor shall not accept any bids below the minimum price set by the City.
4. Contractor warrants that all public auctions will be advertised and open to the public, and all public auctions shall be held in accordance with Article 12 of North Carolina General Statute Section 160A relating to sale and disposition of government property.
5. Contractor shall collect all monies due the City from the winning bidder and shall remit the auction proceeds to the City, by check or automatic funds transfer. It is understood that the City will not collect funds directly from the winning bidder. The auction proceeds remitted by Contractor to the City shall be the full sale price of each vehicle, less only the 7.5% commission and any costs associated with services specifically requested by the City. If payment is made by check, it shall be payable to the City of Greenville, and directed to the attention of Financial Services Dept./Purchasing Division, P.O. Box 7207, Greenville, North Carolina 27835, within 10 days of the date the vehicle is sold. No additional charges or premiums shall be charged by Contractor to the City; or by Contractor or the City to the winning bidder.

6. Contractor shall not release a vehicle to the winning bidder until full payment has been received from the winning bidder and the winning bidder has signed a bill of sale with a notation that the item is sold "As Is, Where Is, and Without Warranty". Contractor shall immediately notify the City when a vehicle is sold to facilitate transfer of title.

7. If a vehicle offered for sale is not sold at auction, then Contractor shall notify the City within 24 hours so that the City may reclaim the vehicle.



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Resolution to execute and deliver the Installment Financing Agreement for the second year borrowing on a three-year plan for the acquisition of Sanitation recycling roll-out carts

Explanation: **Abstract:** Approve the financing details for the Installment Financing Agreement for the purchase of Sanitation recycling roll-out carts.

Explanation: At the March 17, 2014, City Council meeting, the City Council approved the reimbursement resolution for financing the purchase of recycling roll-out carts. Attached is the resolution that approves the proposed Installment Financing Agreement and permits the City Council to approve the attached documents relating to the transactions, in preparation of the December 1st closing date.


The Installment Financing Agreement will authorize the transaction between the City of Greenville and First Tennessee Bank. The First Tennessee Bank was awarded the bid at an interest rate of 2.79%.


Fiscal Note: Annual debt service payment amounts are included in the Sanitation Fund 2014-2015 operating budget and 2015-2016 financial operating plan. The current debt service on this issuance is attached.

Recommendation: Adopt the attached resolution approving a proposed Installment Financing Agreement and certain other documents for the purchase of Sanitation recycling roll-out carts.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Resolution Second Round Sanitation Carts 991026](#)

 [Sanitation Cart Agreement 2nd Installment 991028](#)

A regular meeting of the City Council of the City of Greenville, North Carolina was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on November 10, 2014, at 6:00 p.m.

Present: Mayor Allen M. Thomas, presiding, and Council members _____

Absent: _____

* * * * *

Mayor Thomas introduced the following resolution, a copy of which had been provided to each Council member, and which was read by its title:

RESOLUTION NO. 2014 - __

RESOLUTION APPROVING A PROPOSED INSTALLMENT FINANCING AGREEMENT TO PROVIDE FOR THE FINANCING OF THE PURCHASE OF RECYCLING AND ROLL OUT CARTS FOR CITY SANITATION SERVICE PURPOSES BETWEEN THE CITY OF GREENVILLE AND FIRST TENNESSEE BANK AND OTHER ACTIONS RELATING THERETO AND AUTHORIZING OTHER OFFICIAL ACTION IN CONNECTION THEREWITH

WHEREAS, the City of Greenville, North Carolina (the “City”) has determined that it is necessary and expedient to finance the purchase of Recycling and Roll Out Carts for purposes of improving City Sanitation services (the “Project”); and

WHEREAS, in order to effectuate the financing of the Project, the City and First Tennessee Bank (the “Bank”) propose to enter into an Installment Financing Agreement (as hereinafter defined) substantially in accordance with the terms proposed by the Bank in its term sheet provided by the Bank, pursuant to the authority granted to the City under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, in connection with such financing, it is necessary for the City to approve certain other documents relating thereto and to authorize certain action in connection therewith; and

WHEREAS, there have been presented at this meeting a copy of the following document relating to the financing of the Project:

(a) a draft of the proposed Installment Financing Agreement, to be dated as of December 1, 2014 or another mutually agreeable date (the "Installment Financing Agreement"), between the City and the Bank, pursuant to which the Bank will make available to the City with which to finance the Project and costs relating to the execution and delivery of the Installment Financing Agreement, and the City will, among other requirements, be obligated to make Installment Payments (as defined in the Installment Financing Agreement) and certain other payments; and

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

Section 1. Capitalized words and terms used in this resolution and not defined herein shall have the same meanings in this resolution as such words and terms are given in the Installment Financing Agreement.

Section 2. There is hereby approved the transaction with First Tennessee Bank set forth in the Installment Financing Agreement to finance the cost of construction of the Project.

Section 3. The form, terms and provisions of the Installment Financing Agreement are hereby approved in all respects, and the Mayor, the City Manager, the Director of Financial Services, the City Attorney and the City Clerk (or any one of them) are hereby authorized and directed to execute and deliver the Installment Financing Agreement in an aggregate principal amount not to exceed \$360,000, in substantially the form presented at this meeting, together with any changes, modifications and deletions as they, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the City.

Section 4. The Mayor, the City Manager, the Director of Financial Services, the City Attorney and the City Clerk (or any one of them) are authorized and directed to take such action and to execute and deliver such documents, certificates, undertakings, agreements and other instruments as they, with the advice of counsel, may deem necessary or appropriate to effectuate the transactions contemplated by the Installment Financing Agreement.

Section 5. This resolution shall take effect immediately upon its passage.

Adopted this the 10th day of November, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

After consideration of the foregoing resolution, Council member _____
moved for the passage thereof, which motion was duly seconded by Council member
_____, and the foregoing resolution was passed by the following vote:

Ayes: _____
_____.

Noes: _____.

* * * * *

I, Carol L. Barwick, City Clerk of the City of Greenville, North Carolina, DO HEREBY
CERTIFY that the foregoing has been carefully copied from the recorded minutes of the City
Council of said City at a meeting held on November 10, 2014, said record having been made in
Minute Book No. ___ of the minutes of said City Council, beginning at page ___ and ending at
page ___, and is a true copy of so much of said proceedings of said City Council as relates in any
way to the passage of the resolution described in said proceedings.

WITNESS my hand and the official seal of said City, this ___ day of November, 2014.

City Clerk

[SEAL]

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

Bernita W. Demery
Director of Financial Services

INSTALLMENT FINANCING AND SECURITY AGREEMENT

Dated as of _____, 2014

between

CITY OF GREENVILLE, NORTH CAROLINA

and

FIRST TENNESSEE BANK

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND EXHIBITS

| | | |
|-------------|--|---|
| SECTION 1.1 | Definitions and Rules of Construction..... | 2 |
| SECTION 1.2 | Exhibits | 3 |

ARTICLE II REPRESENTATIONS OF THE PURCHASER AND BANK

| | | |
|-------------|---|---|
| SECTION 2.1 | Representations, Covenants and Warranties of the Purchaser..... | 4 |
| SECTION 2.2 | Representations, Covenants and Warranties of the Bank: | 4 |

ARTICLE III EQUIPMENT FUND

| | | |
|-------------|------------------------------------|---|
| SECTION 3.1 | Creation of Equipment Fund..... | 5 |
| SECTION 3.2 | Acquisition of Equipment..... | 5 |
| SECTION 3.3 | Investment..... | 5 |
| SECTION 3.4 | Disbursements..... | 6 |
| SECTION 3.5 | Termination..... | 6 |
| SECTION 3.6 | Reliance of Bank on Documents..... | 6 |
| SECTION 3.7 | Disclaimer of Bank..... | 6 |

ARTICLE IV REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

| | | |
|-------------|-----------------------------------|---|
| SECTION 4.1 | Repayment of the Advancement..... | 7 |
| SECTION 4.2 | Budget and Appropriation..... | 7 |
| SECTION 4.3 | Security Agreement | 8 |
| SECTION 4.4 | No Set-Off; Recoupment, Etc..... | 9 |

ARTICLE V INSURANCE

| | | |
|-------------|----------------|---|
| SECTION 5.1 | Insurance..... | 9 |
|-------------|----------------|---|

ARTICLE VI DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

| | | |
|-------------|---|----|
| SECTION 6.1 | Obligation of the Purchaser to Repair and Replace the Equipment..... | 10 |
| SECTION 6.2 | Insufficiency of Net Proceeds; Discharge of the Obligation of the Purchaser to Repair the Equipment..... | 10 |
| SECTION 6.3 | Cooperation of the Bank..... | 11 |

**ARTICLE VII
COVENANTS OF THE PURCHASER**

| | | |
|-------------|---|----|
| SECTION 7.1 | Access to the Equipment and Inspection | 11 |
| SECTION 7.2 | Maintenance, Utilities, Taxes and Assessments | 11 |
| SECTION 7.3 | Modification of the Equipment..... | 12 |
| SECTION 7.4 | Encumbrances | 12 |
| SECTION 7.5 | Indemnification of the Bank. | 12 |
| SECTION 7.6 | Financial Statements | 13 |

**ARTICLE VIII
ASSIGNMENT, LEASING AND AMENDMENT**

| | | |
|-------------|----------------------------------|----|
| SECTION 8.1 | Assignment by the Bank | 13 |
| SECTION 8.2 | Assignment by the Purchaser..... | 13 |

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

| | | |
|-------------|---|----|
| SECTION 9.1 | Events of Default Defined | 13 |
| SECTION 9.2 | Remedies on Default..... | 14 |
| SECTION 9.3 | No Remedy Exclusive..... | 15 |
| SECTION 9.4 | Agreement to Pay Attorneys’ Fees and Expenses | 15 |
| SECTION 9.5 | No Additional Waiver Implied by One Waiver..... | 15 |

**ARTICLE X
PREPAYMENT OF INSTALLMENT PAYMENTS**

| | | |
|--------------|---|----|
| SECTION 10.1 | Prepayment of Installment Payments..... | 16 |
|--------------|---|----|

**ARTICLE XI
MISCELLANEOUS**

| | | |
|--------------|--------------------------------|----|
| SECTION 11.1 | Notices | 16 |
| SECTION 11.2 | Binding Effect..... | 16 |
| SECTION 11.3 | Severability..... | 16 |
| SECTION 11.4 | Execution in Counterparts..... | 16 |
| SECTION 11.5 | Commitment Letter..... | 17 |
| SECTION 11.6 | Applicable Law..... | 17 |
| SECTION 11.7 | Waiver of Jury Trial..... | 17 |

| | |
|----------------|-----|
| Exhibit A..... | A-1 |
| Exhibit B..... | B-1 |
| Exhibit C..... | C-1 |

INSTALLMENT FINANCING AND SECURITY AGREEMENT

This INSTALLMENT FINANCING AND SECURITY AGREEMENT is dated as of _____, 2014 (the "Agreement"), between CITY OF GREENVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Purchaser"), and FIRST TENNESSEE BANK., a national banking association duly organized and existing under the laws of the United States of America (the "Bank").

WITNESSETH:

WHEREAS, the Purchaser is a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, in accordance with the laws governing the actions of the Purchaser, including, but not limited to, Section 160A-20 of the General Statutes of North Carolina, and pursuant to a resolution of the City Council of Purchaser adopted on November 10, 2014, the Purchaser is authorized and permitted to finance the acquisition of certain equipment by contracts that create in the equipment a security interest to secure repayment of the advance of moneys made available to purchase such equipment;

WHEREAS, after due consideration, the governing body for the Purchaser has determined to acquire the equipment as more particularly described in Exhibit A attached hereto (the "Equipment");

WHEREAS, in order for the Purchaser to obtain the funds to pay the costs of the Equipment, the Purchaser has determined to enter into this Agreement whereby the Bank will advance funds to the Purchaser to pay the costs of the Equipment, and the Purchaser will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, the obligation of the Purchaser to make Installment Payments (as hereinafter defined) and other payments required under Article IV hereof shall constitute a limited obligation payable from appropriations made by the City Council of the Purchaser and shall not constitute a pledge of the faith and credit of the Purchaser within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, Purchaser has further agreed to grant the Bank a security interest in the Equipment;

WHEREAS, the Purchaser and the Bank have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 **Definitions and Rules of Construction.** Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated.

“Advancement” means the advance of moneys being made by the Bank to the Purchaser pursuant to Section 3.1(a) of this Agreement.

“Agreement” means this Installment Financing Agreement, including any amendment or supplement hereto permitted herein.

“Bank” means First Tennessee Bank, a national banking association organized and existing under the laws of the United States of America, and any successor thereto.

“Closing” means the date on which the Purchaser executes and delivers this Agreement and the Closing Documents set forth in Section 3.1(b), and the Bank makes the Advancement to the Purchaser.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the Purchaser relating to the financing of the Equipment, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“Enforcement Limitation” means any laws that provide that no deficiency judgment may be rendered against the Purchaser in any action for breach of a contractual obligation and that the taxing power of the Purchaser is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Equipment” means the equipment identified in Exhibit A attached hereto, as supplemented and amended from time to time, the cost of which is being paid by the Purchaser from the Advancement.

“Equipment Fund” means the account created pursuant to Section 3.1(a) in which the proceeds of the Advancement are deposited.

“Event of Nonappropriation” means (a) the failure by the Purchaser or Purchaser’s governing body to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year an amount sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing

Fiscal Year or (b) the deletion from Purchaser's duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any additional payments shall become due that were not included in the Purchaser's current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the Bank to the Purchaser to such effect.

"Fiscal Year" means the period beginning on July 1 of any year and ending on June 30 of the following year.

"Installment Payment Date" means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit B.

"Installment Payments" means the payments required to be paid by the Purchaser pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit B.

"Investment Obligation" means any security or investment authorized by the law governing Purchaser, as may be amended from time to time, or any substitute or successor laws.

"Net Proceeds" means any proceeds of insurance paid with respect to the Equipment remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Permitted Encumbrances" means, and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord's, warehouseman's, carrier's, worker's, vendor's, mechanic's and materialmen's liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than 60 days from the filing thereof; (c) attachments remaining undischarged for not longer than 60 days from the making thereof; (d) the lien created by the security interest of the Bank in the Equipment; (e) this Agreement and (f) any lease of the Equipment permitted by Section 8.2(b).

"Purchaser" means the City of Greenville, North Carolina, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

"Scheduled Due Date" means the date the principal components of the Installment Payments would, but for acceleration, have become due and payable.

"State" means the State of North Carolina.

SECTION 1.2 **Exhibits.** The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A: Description of the Equipment

Exhibit B: Installment Payment Schedule

Exhibit C: Form of Requisition

ARTICLE II

REPRESENTATIONS OF THE PURCHASER AND BANK

SECTION 2.1 Representations, Covenants and Warranties of the Purchaser.

The Purchaser represents, covenants and warrants to the Bank as follows:

(a) The Purchaser is a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the Purchaser to execute and deliver this Agreement and to enter into the transactions contemplated by and to carry out its obligations under this Agreement.

(c) The Purchaser has duly authorized and executed this Agreement in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any charter provision, restriction, agreement or instrument to which the Purchaser is now a party or by which the Purchaser is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the Purchaser of this Agreement, and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Purchaser challenging the validity or enforceability of this Agreement, or any other documents relating hereto and the performance of the Purchaser's obligations hereunder and thereunder.

(g) The Purchaser will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the Purchaser or the Equipment that are necessary for the acquisition and operation of the Equipment.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank represents, covenants and warrants to the Purchaser as follows:

(a) The Bank is a national banking association organized, existing and in good standing under and by virtue of the laws of the United States of America and has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Bank or any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound.

ARTICLE III

EQUIPMENT FUND

SECTION 3.1 **Creation of Equipment Fund.** (a) In consideration of the covenants, warranties and representations contained herein, and in consideration of the Purchaser's promise to repay the advance of moneys hereunder and interest thereon in accordance with the payment schedule set forth in Exhibit B, the Bank hereby agrees to advance to the Purchaser at Closing moneys in the aggregate amount of [\$360,000] (the "Advancement"). The Purchaser shall deposit the Advancement in a separate account established with the Bank designated the "City of Greenville Equipment Fund" (the "Equipment Fund"). The proceeds of the Advancement shall be deposited in the Equipment Fund at Closing and shall be applied, together with any investment earnings thereon, in accordance with the provisions of this Article.

(b) At the Closing, the parties shall execute and deliver the following (the "Closing Documents"): (i) original counterparts of this Agreement executed by the Purchaser and the Bank, (ii) information from the Purchaser necessary or appropriate for the Bank to file a UCC-1 financing statement securing its interest in the Equipment, (iii) a certificate of insurance from the Purchaser evidencing the existence of insurance naming the Bank as loss payee, as set forth in Section 5.1(c), (iv) an opinion of counsel to the Purchaser in form and substance acceptable to the Bank opining as to the existence, legal authority and power of the Purchaser to enter into this Agreement and the validity, binding effect and enforceability of this Agreement, (v) a Requisition Form from the Purchaser, (vi) the transfer by the Bank of the Advancement to the Equipment Fund, and (vi) all other documents and forms reasonably required or necessary in order to effectuate the terms of this Agreement.

SECTION 3.2 **Acquisition of Equipment.** The Purchaser shall enter into one or more contracts or purchase orders providing for the acquisition of the Equipment. Upon acquisition of all Equipment financed with the Advancement the Purchaser shall supplement and amend Exhibit A hereto in order to provide a complete description of all Equipment so financed.

SECTION 3.3 **Investment.** The Purchaser shall invest and reinvest the Equipment Fund solely in Investment Obligations, and investment earnings on the Equipment Fund shall be retained in the Equipment Fund pending disbursement in accordance with Section 3.4. Unless otherwise agreed between Bank and Purchaser, the Equipment Fund shall be invested in a U.S Treasury or equivalent investment. The Purchaser shall be solely responsible for ascertaining that all proposed investments and reinvestments comply with federal, state and local laws, regulations and ordinances governing investment of funds held pursuant to an arrangement similar in substance to the arrangement contemplated by this Agreement. Accordingly, the Bank shall not be responsible for any liability, cost, expense, loss or claim of

any kind, directly or indirectly arising out of or related to investment or reinvestment of all or a portion of the moneys held in the Equipment Fund, and the Purchaser hereby agrees, to the extent permitted by law, to release and indemnify and hold harmless the Bank from any such liability, cost, expense, loss or claim.

SECTION 3.4 **Disbursements.** Unless the Equipment Fund is earlier terminated in accordance with the provisions of Section 3.5, the moneys held in the Equipment Fund shall be used to pay the Closing Costs and the costs of the Equipment upon the prior written consent of the Bank to a written requisition of the Purchaser signed by an officer of Purchaser, or their designee, substantially in the form set forth in Exhibit C, together with any documents or other items of evidence as the Bank may determine to be necessary to determine the appropriateness of such requisition. A fee of \$25 per wire transfer will be applied to all disbursements. This fee will be deducted directly from moneys held in the Equipment Fund unless the Purchaser directs the Bank to invoice the Purchaser directly for any such fees or the Purchaser elects to set up transfer of funds by ACH debit. If the moneys held in the Equipment Fund and any other moneys provided by the Purchaser are insufficient to pay all of the Closing Costs and the costs of the Equipment, the Purchaser shall provide any balance of the funds needed to pay such Closing Costs and the costs of the Equipment. Any moneys remaining in the Equipment Fund (a) after the acquisition of the Equipment, as evidenced by a written certificate of completion executed by an officer of the Purchaser and delivered to the Bank stating that the Equipment has been acquired and that there are no liens against the Equipment other than the lien created by this Agreement, or (b) upon termination of this Agreement prior to such acquisition, shall be used to pay the interest component of the next scheduled Installment Payment.

SECTION 3.5 **Termination.** The Equipment Fund shall be terminated at the earliest of (a) the final distribution of moneys from the Equipment Fund, (b) written notice given by the Bank of an event of default by the Purchaser under this Agreement and (c) the termination of this Agreement.

SECTION 3.6 **Reliance of Bank on Documents.** The Bank may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Bank shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Bank's duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Bank, and for the disposition of the same in accordance herewith.

SECTION 3.7 **Disclaimer of Bank.** The Purchaser acknowledges and agrees that the design and specifications of the Equipment has not been made by the Bank, and the Bank has not supplied any plans or specifications with respect thereto and that the Bank (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component

part thereof or any property or rights relating thereto at any stage of the acquisition thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Purchaser or the Commission intends therefor, or (iii) is safe in any manner or respect.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE PURCHASER OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE BANK THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE PURCHASER OBTAINS FROM THE BANK PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE PURCHASER OR COMMISSION, TO PAY THE COST OF ACQUIRING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE ACQUISITION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE PURCHASER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE BANK ARE HEREBY WAIVED BY THE PURCHASER.

ARTICLE IV

REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

SECTION 4.1 **Repayment of the Advancement.** (a) The Purchaser shall repay the Advancement, with interest, computed at the rate of 2.79% per annum, calculated on a 30/360 basis, in installments of principal and interest due at the times and in the amounts set forth in Exhibit B.

(b) All payments required to be made to the Bank hereunder shall be made at the Bank's principal office at the address set forth in Section 11.1 or as may otherwise be directed by the Bank.

SECTION 4.2 **Budget and Appropriation.** (a) The officer of the Purchaser at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the governing body of the Purchaser in any

Fiscal Year in which this Agreement shall be in effect, items setting forth appropriations for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement. Any budget item referred to in this Section shall be deleted from the applicable budget by the Purchaser only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by and spread upon the minutes of the governing body of the Purchaser. The Purchaser shall notify the Bank in writing of any intent to delete Installment Payments and any additional payments under this Agreement in any applicable budget prior to the Purchaser's presentation of such resolution to its governing body for adoption. The Purchaser shall furnish the Bank with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement. The Purchaser shall provide written notice of any Event of Nonappropriation to the Bank within 24 hours of such action. This Agreement shall not directly or indirectly or contingently obligate the Purchaser to make payments beyond the amount appropriated for such purpose.

(b) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE PURCHASER WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE PURCHASER WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE PURCHASER TO MAKE ANY PAYMENTS BEYOND THOSE MADE FROM THE NET RECEIPTS OF THE COMMISSION APPROPRIATED FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE PURCHASER TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE PURCHASER TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE PURCHASER IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT IN VIOLATION OF APPLICABLE LAW AND THE TAXING POWER OF THE PURCHASER IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Purchaser's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the Purchaser's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 4.3 **Security Agreement.** Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the Purchaser from and after the date of execution and delivery of this Agreement so long as the Purchaser shall not be in default hereunder and shall vest permanently in the Purchaser on the payment of all Installment Payments, free and clear of any lien or security interest of the Bank therein.

To secure all obligations of the Purchaser hereunder, the Purchaser hereby grants to the Bank a security interest in any and all of the Purchaser's right, title and interest in and to the Equipment, all additions, attachments, accessions, substitutions and replacements thereto, and any and all proceeds thereof, including without limitation, proceeds of insurance thereon. The Purchaser agrees to provide all necessary information and to execute and deliver all documents, instruments and financing statements requested by the Bank as are necessary or appropriate to perfect or maintain the security interest granted hereby and to maintain the Bank's security interest in the items of personal property constituting the Equipment purchased pursuant to Section 3.2 hereof. A UCC-1 financing statement naming the Purchaser as debtor, Bank as secured party and Equipment as collateral shall be filed with the North Carolina Secretary of State upon Closing.

The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. Upon request of the Bank, the Purchaser shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment or the rights of levy or seizure thereon.

SECTION 4.4 **No Set-Off; Recoupment, Etc.** Subject to Section 4.2 and the Enforcement Limitation, the obligation of the Purchaser to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the Purchaser will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the Purchaser may have against the Bank.

ARTICLE V

INSURANCE

SECTION 5.1 **Insurance.** (a) The Purchaser shall, during the term of this Agreement and at all times before all Installment Payments have been paid, continuously insure the Equipment, or cause the Equipment to be insured, against loss or damage to any portion of the Equipment in an amount equal to 100% of the actual cash value of such Equipment (subject to a deductible clause not to exceed \$100,000 for any one loss), paying as the same become due all premiums in respect thereof. The policy providing for such insurance shall name the Bank as loss payee. In addition the Purchaser shall (i) maintain a comprehensive general liability policy or policies in protection of the Purchaser, its officers, agents and employees, which policy or policies shall cover such losses and shall have such deductible amounts as shall be satisfactory to the Bank and (ii) maintain workers' compensation insurance to insure its employees against liability for workers' compensation under the laws of the State.

(b) The insurance coverage required under this Section may be maintained under a blanket policy covering other properties of the Purchaser.

(c) The Purchaser shall cause to be delivered to the Bank at Closing and then annually on or about July 1 of each year a certificate or other evidence showing that the insurance policies required or permitted by this Agreement are in full force and effect.

(d) The Purchaser shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section.

ARTICLE VI

DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

SECTION 6.1 Obligation of the Purchaser to Repair and Replace the Equipment. Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2, the Purchaser shall cause the Net Proceeds of any insurance policies to be deposited in a separate fund maintained by the Purchaser with the Bank or its designee. Except as set forth in Section 6.2, all Net Proceeds so deposited shall be applied to the prompt repair, restoration or replacement of the Equipment and shall be disbursed upon receipt of requisitions of the Purchaser approved by the Bank, stating, with respect to each payment to be made, (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Bank shall cooperate with the Purchaser in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Purchaser, subject to the Bank's security interest and free and clear of all liens and encumbrances other than Permitted Encumbrances, and shall become part of the Equipment subject to the security interest under this Agreement. The Purchaser shall promptly notify the Bank of the receipt of any Net Proceeds by the Purchaser relating to the Equipment.

SECTION 6.2 Insufficiency of Net Proceeds; Discharge of the Obligation of the Purchaser to Repair the Equipment. (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Equipment, the Purchaser may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the Purchaser agrees that, if by reason of any such insufficiency of the Net Proceeds, the Purchaser shall make any payments pursuant to the provisions of this subsection (a), the Purchaser shall not be entitled to any reimbursement therefor from the Bank, nor shall the Purchaser be entitled to any abatement or diminution of the Installment Payments payable under Section 4.1.

(b) If the Purchaser elects not to apply the Net Proceeds to the repair, restoration or replacement of the Equipment, the Purchaser may transfer such Net Proceeds to or at the direction of the Bank to be held in escrow to be used for the payment of the scheduled Installment Payments as they come due. In the event the amount of such Net Proceeds exceeds the amount necessary to pay the remaining Installment Payments as they come due, such excess shall be paid to or retained by the Purchaser.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Bank, the Purchaser shall commence the repair, restoration or replacement of the Equipment, or shall elect, by written notice to the Bank, to apply the Net Proceeds to the payment of the Installment Payments as they come due and transfer such Net Proceeds to the Bank to be held in escrow for such purpose. For purposes of this subsection, "commence" shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Equipment. In the event that the Purchaser shall, after commencing the repair, restoration, modification, improvement or replacement of the Equipment, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the Purchaser may, subject to the provisions set forth above, elect to apply the Net Proceeds to the payment of the Installment Payments as they come due.

SECTION 6.3 **Cooperation of the Bank.** The Bank shall cooperate fully with the Purchaser in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Bank or the Purchaser voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the other.

ARTICLE VII

COVENANTS OF THE PURCHASER

SECTION 7.1 **Access to the Equipment and Inspection.** The Bank and its agents and employees shall have the right, at all reasonable times during normal business hours of the Purchaser upon the furnishing of reasonable notice to the Purchaser under the circumstances, to examine and inspect the Equipment and to examine and copy the books and records of the Purchaser insofar as such books and records relate to the Equipment. No right of inspection shall be deemed to impose on the Bank any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Bank shall be deemed to impose upon the Bank any duty or obligation to identify any defects in the Equipment or to notify any person with respect thereto.

SECTION 7.2 **Maintenance, Utilities, Taxes and Assessments.**

(a) Subject to the Enforcement Limitation, the Purchaser shall provide for the repair and replacement of the Equipment required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the Purchaser shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against the Equipment; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Purchaser shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The Purchaser may, at the Purchaser's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the Purchaser shall furnish to the Bank an opinion of counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in the Equipment will not be materially endangered and that the Equipment will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the Purchaser shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.3 Modification of the Equipment. The Purchaser shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to the Equipment if such additions, modifications or improvements are necessary or beneficial for the use of the Equipment. Such additions, modifications and improvements shall not in any way damage the Equipment (unless such damage is to be repaired as provided in Section 6.1) or cause the Equipment to be used for purposes other than those authorized under the provisions of law, and the Equipment, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Equipment immediately prior to the making of such additions, modifications and improvements. The Equipment, as so modified, shall be subject to the lien of Bank's security interest as set forth herein.

SECTION 7.4 Encumbrances. Except for Permitted Encumbrances, Purchaser shall not, directly or indirectly, create, incur, assume, suffer or permit to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim, as applicable, on or with respect to the Equipment, including, without limitation, labor or materials furnished in connection with any additions, modifications or improvements made to the Equipment by Purchaser pursuant to Section 7.3. Except as expressly provided in this Article and subject to the Enforcement Limitation, the Purchaser shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the Purchaser may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank. Purchaser shall reimburse Bank for any expense, including reasonable attorney fees, incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, security interest, encumbrance or claim.

SECTION 7.5 Indemnification of the Bank. To the extent permitted by law, the Purchaser covenants to defend, indemnify and hold harmless the Bank and its officers, directors, members, employees and agents (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions

contemplated by this Agreement. In particular, without limitation, the Purchaser shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the Purchaser in the performance of any of its obligations under this Agreement.

SECTION 7.6 Financial Statements. The Purchaser agrees that it will furnish the Bank, when the same become available, but in no event later than 180 days after the end of the Fiscal Year, its audited comprehensive annual financial statements and information regarding its annual budget as submitted or approved.

ARTICLE VIII

ASSIGNMENT, LEASING AND AMENDMENT

SECTION 8.1 Assignment by the Bank. The Bank may assign all or any part of its security interest in the Equipment or its interest in this Agreement, including, without limitation, the Bank's rights to receive the Installment Payments and any additional payments due and to become due hereunder, without the prior written consent of the Purchaser.

SECTION 8.2 Assignment by the Purchaser. (a) This Agreement may not be assigned by the Purchaser, without the prior written consent of Bank.

(b) The Purchaser may lease the Equipment, upon prior written notice to the Bank, subject to all of the following conditions:

(i) the obligation of the Purchaser to make Installment Payments hereunder shall remain obligations of the Purchaser;

(ii) the Purchaser shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Bank, a true and complete copy of the form of such lease; and

(iii) the lease by the Purchaser shall not cause the Equipment to be used for a purpose other than a governmental or proprietary function of the Purchaser authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component of the Installment Payments to be includable in gross income of the Bank for federal income tax purposes.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1 Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the Purchaser to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the Purchaser to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Purchaser by the Bank; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the Purchaser within the applicable period and diligently pursued, the Purchaser shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(d) The Purchaser becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the Purchaser) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or files an answer to a creditor's petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fails to have such petition dismissed within sixty (60) consecutive days after the same is filed against the Purchaser.

(e) Any warranty, representation or statement made by the Purchaser herein or any other document executed and delivered by the Purchaser in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2 Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity and/or in connection with Bank's security interest, including sale of the Equipment, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other

disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the Purchaser of the applicable covenants of this Agreement or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH THE LAWS OF THE STATE OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE PURCHASER IN FAVOR OF THE BANK OR ANY OTHER PERSON IN VIOLATION OF SAID LAWS, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3 **No Remedy Exclusive.** No remedy conferred herein upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4 **Agreement to Pay Attorneys' Fees and Expenses.** In the event the Purchaser should default under any of the provisions hereof and the Bank should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the Purchaser contained herein, the Purchaser agrees that it will pay on demand to the Bank, subject to the limitations and provisions of the laws of the State of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Bank. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5 **No Additional Waiver Implied by One Waiver.** In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1 Prepayment of Installment Payments. The Purchaser may not prepay, in whole or in part, the outstanding principal component of the Installment Payments.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or five days after deposit in the United States certified mail (or other mail method providing written confirmation of receipt), postage prepaid, at the following addresses:

If to the Purchaser: City of Greenville, North Carolina
 200 West 5th Street
 Greenville, North Carolina 27858-1824
 Attention: Director of Financial Services

If to the Bank: First Tennessee Bank
 2000 W. First Street, Suite 100
 Winston-Salem, NC 27104
 Attention: Stewart Holmes

The Purchaser and the Bank, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 11.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Purchaser and the Bank and their respective successors and assigns. Whenever in this Agreement either the Purchaser or the Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the Purchaser or the Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.4 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.5 **Commitment Letter.** The terms of this Agreement shall supersede the terms of the Commitment Letter. To the extent of any conflict between this Agreement and the Commitment Letter, this Agreement shall take priority.

SECTION 11.6 **Applicable Law.** This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

SECTION 11.7 **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER BY EXECUTION HEREOF AND BANK BY ACCEPTANCE HERE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO ACCEPT THIS AGREEMENT.

PURCHASER AND BANK AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE OR RESOLED BY ARBITRATION OR JUDICIALLY.

Signatures on following page

IN WITNESS WHEREOF, the Purchaser and the Bank have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

PURCHASER:

CITY OF GREENVILLE, NORTH CAROLINA

[Seal]

By: _____
Name: Barbara Lipscomb
Title: City Manager

Attest:

Carol L. Barwick
City Clerk

BANK:

FIRST TENNESSEE BANK

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF THE EQUIPMENT

Installment Financing and Security Agreement Date: December ___, 2014

Purchaser: City of Greenville, North Carolina

Purchase Price: [\$360,000]

The following is the Equipment being purchased as such list may be amended from time to time pursuant to the terms of the Agreement.

Recycle and Rollout Carts – Sanitation Equipment – During prior year previous budget cycle, City Council approved a plan to provide more efficient and cost effective sanitation service. To that end, the City is in the process of discontinuing back yard service. In order to implement a full “front yard” service, new automated trucks will be used. As such, new carts will be purchased to assist in the transition. It is expected that \$1.15 million will satisfy a three-year phase-in period for new carts. The second year’s purchase amounts to \$360,000. Sanitation fees in the Sanitation Fund are expected to be used to repay the debt on this financing.

EXHIBIT B

PAYMENT SCHEDULE

Installment Financing and Security Agreement Date: December ____ __, 2014

Purchaser: City of Greenville, North Carolina

Purchase Price: [\$360,000]

Principal shall be repaid by Purchaser to Bank in 7 annual payments of [\$51,428], beginning on November 1, 2015 and continuing on the same day every November 1st thereafter, until paid in full.

The interest rate is 2.79% per annum. Interest is calculated and imposed on the unpaid balance of the Purchase Price, paid semi-annually on May 1st and November 1st beginning on May 1, 2015, as set forth on the payment schedule described below.

Amount: [\$360,000]

Rate: 2.79%

| <u>Payment No.</u> | <u>Scheduled Due Date</u> | <u>Payment</u> | <u>Principal</u> | <u>Interest</u> |
|---------------------------|----------------------------------|-----------------------|-------------------------|------------------------|
| 1 | 5/1/15 | \$ 4,185.00 | - | \$ 4,185.00 |
| 2 | 11/1/15 | 56,450.00 | 51,428.00 | 5,022.00 |
| 3 | 5/1/16 | 4,304.58 | - | 4,304.58 |
| 4 | 11/1/16 | 55,732.58 | 51,428.00 | 4,304.58 |
| 5 | 5/1/17 | 3,587.16 | - | 3,587.16 |
| 6 | 11/1/17 | 55,015.16 | 51,428.00 | 3,587.16 |
| 7 | 5/1/18 | 2,869.74 | - | 2,869.74 |
| 8 | 11/1/18 | 54,297.74 | 51,428.00 | 2,869.74 |
| 9 | 5/1/19 | 2,152.32 | - | 2,152.32 |
| 10 | 11/1/19 | 53,580.32 | 51,428.00 | 2,152.32 |
| 11 | 5/1/20 | 1,434.90 | - | 1,434.90 |
| 12 | 11/1/20 | 52,862.90 | 51,428.00 | 1,434.90 |
| 13 | 5/1/21 | 717.48 | - | 717.48 |
| 14 | 11/1/21 | 52,149.48 | 51,428.00 | 717.48 |
| Total: | | \$ 399,339.36 | \$ 360,000.00 | \$ 39,339.36 |

EXHIBIT C

FORM OF REQUISITION

Re: Disbursement from the Equipment Fund pursuant to Section 3.4 of the Installment Financing Agreement, dated as of December __, 2014 (the "Agreement"), between the CITY OF GREENVILLE (the "Purchaser") and First Tennessee Bank (the "Bank")

REQUISITION NO. _____

Amount; Payee. The Purchaser intends to reimburse itself or to pay to _____ for _____, \$ _____ as an [Equipment cost/Closing Cost] from the Equipment Fund as provided in Section 3.4 of the Agreement [by wire transfer] [by check]. This [Equipment cost/Closing Cost] has been properly incurred, is a proper charge against the Equipment Fund and has not been the basis of any previous disbursements.

If funding by wire transfer, Wiring Instructions:

Sufficiency of Remaining Moneys. The amount remaining in the Equipment Fund, together with interest earnings thereon and any other available funds of the Purchaser, will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Equipment costs and Closing Costs as presently estimated.

Very truly yours,

Title: _____
Date: _____

The Bank hereby agrees to payment of the foregoing amounts from the Equipment Fund.

By: _____
Title: _____
Date: _____



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Approval of sole-source purchase of Viewu body-worn cameras for the Police Department

Explanation: **Abstract:** The Police Department currently has 23 Viewu body-worn cameras in use and desires to purchase an additional 80 units. The purchase of these additional cameras via sole source is to ensure that all equipment is compatible, all data can be stored on City-owned servers, and all body-worn camera policies within the Department can be addressed to accommodate the same device.

Explanation: The Police Department has worked steadily towards equipping all operational officers with body-worn cameras. Initially, the TASER Axon camera was purchased by the Department and used with fair results. It became obvious that storage of data would be an exorbitant expense, and the Department started to look for new options.

The Viewu body-worn camera was tested and determined to be of excellent quality and comparable in price to the TASER Axon system. It was also discovered that the Viewu camera data can be downloaded to servers owned and operated by the IT Department versus stored in a virtual environment like that of the TASER Axon. The Police Department purchased a COBAN server to store video captured on these cameras, and this same server stores the data obtained from the COBAN in-car video cameras used by the Police Department.

The purchase of the Viewu body-worn cameras via sole source is to ensure that all equipment is compatible, all data can be stored on City-owned servers, and all body-worn camera policies within the Department can be addressed to accommodate the same device.

Fiscal Note: The COBAN Viewu body-worn cameras will cost approximately \$82,080. Funds are available in the current Police Department budget for this expense.

Recommendation: Staff recommends approval of the sole-source purchase so the purchase of additional body-worn cameras for police officers can proceed.

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City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Report on Bids and Contracts Awarded

Explanation: **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

Explanation: The Director of Financial Services reports that the following bids and contracts were awarded during the month of October, 2014.

| Date Awarded | Description | Vendor Purchase Order No. | Amount | MWBE Vendor? Yes/No | Does Local Preference Apply? Yes/No |
|--------------|---|---|--------------|------------------------|--|
| 10/06/14 | 2014 Ford E-350 Dual R-WH-V10 *Purchased off of the North Central EMS Cooperative Contract | Southeastern Specialty Vehicle PO#084802 | \$99,900 | Yes | No |
| 10/21/14 | 2015 Freightliner MZ Knuckle Boom Truck *Purchased off of the NJPA Cooperative Contract | Amick Equipment Co. PO#084941 | \$152,762.96 | No | No |

| | | | | | |
|----------|---|--|-----------|----|----|
| 10/27/14 | Multi-Family Recycling Centers Construction | Contour Construction, LLC PO#085025 | \$117,814 | No | No |
|----------|---|--|-----------|----|----|

Fiscal Note:

Funds to cover the purchase of the 2014 Ford E-350 (\$100,000) and the 2015 Freightliner Knuckle Boom truck (\$155,000) were included in the 2014-2015 Budget for the Vehicle Replacement Fund.

Funds to cover the Multi-Family Recycling Centers Construction in the amount of \$200,000 were approved in the 2015 Capital Outlay Budget for the Sanitation/Refuse Fund.

Recommendation:

That the award information be reflected in the City Council minutes.

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 [Bid Tabulation-Multi-Family Recycling Construction](#)

PROJECT: City of Greenville
Multi-Family Recycling Centers
Groups 5 and 6
OWNER: City of Greenville
BID OPENING: August 7, 2014 @ 2:00 PM
LOCATION: City of Greenville
Public Works Conference Room

Bid Summary Sheet as read at the Bid Opening. This is not a certified Bid Tab or Summary.

| <u>CONTRACTOR</u> | <u>LICENSE NO.</u> | <u>ADD. 1 RECEIVED</u> | <u>ADD. 2 RECEIVED</u> | <u>M/WBE</u> | <u>PRIME BID TOTAL PROJECT COST</u> | <u>ALT. BID TOTAL PROJECT COST</u> |
|--|--------------------|----------------------------|----------------------------|--------------|-------------------------------------|------------------------------------|
| Contour Construction, LLC | 69164 | X | X | X | \$ 81,297.20 | \$ 36,517.00 * |
| DesignCo Construction, Inc. | 73384 | X | X | X | \$ 116,918.00 | \$ 51,869.00 |
| Burney & Burney Construction Co., Inc. | 30238 | X | X | X | \$ 167,126.00 * | \$ 71,944.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

Item #* 14 Correction due to quantity and/or unit price multiplication error

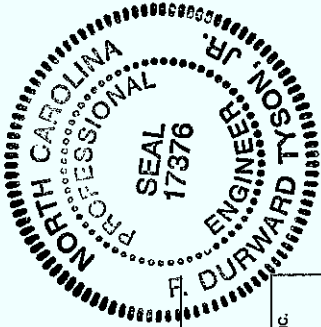
RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: City of Greenville
PROJECT: Multi-Family Recycling Centers, Groups 5 and 6
LOCATION: Public Works Conference Room
BIDS OPENED: Thursday, August 7, 2012 @ 2:00 PM

CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

F. Edward Boyd 8/8/12



| CONTRACTOR ADDRESS | CONTRACTOR ADDRESS | CONTRACTOR ADDRESS | CONTRACTOR ADDRESS |
|---|--|--|--|
| CONTRACTOR ADDRESS LIC# ITEM NO. QTY. UNIT DESCRIPTION | Contour Construction LLC 7815 Throughtfare Road Williamston, NC 27892 69764 | DesignCo Construction Co. 920 Woodridge Park Road, Suite A Greenville, N.C. 27834 73384 | Burney & Burney Construction Co., Inc. P. O. Box 340 Greenville, N.C. 27836 30288 |
| PRIME BID PRICES: | | | |
| 1. 78 EA 6' x 8' Concrete Pad | \$390.00 \$30,420.00 | \$648.00 \$50,544.00 | \$925.00 \$72,150.00 |
| 2. 10 EA 6' x 12' Concrete Pad | \$410.00 \$4,100.00 | \$683.00 \$6,830.00 | \$937.50 \$9,375.00 * |
| 3. 1 EA 6' x 16' Concrete Pad | \$500.00 \$500.00 | \$1,020.00 \$1,020.00 | \$968.00 \$968.00 |
| 4. 1 EA 6' x 20' Concrete Pad | \$565.00 \$565.00 | \$1,354.00 \$1,354.00 | \$1,125.00 \$1,125.00 |
| 5. 1,976 LF Wooden Fence | \$17.20 \$33,987.20 | \$18.50 \$36,556.00 | \$31.00 \$61,256.00 |
| 5A. LF PVC Posts & Fence in lieu of the wooden posts and fence specified above. | \$55.00 | \$30.00 | \$45.00 |
| 6 92 EA Recycling Center Signs | \$125.00 \$11,500.00 | \$217.00 \$19,964.00 | \$231.00 \$21,252.00 |
| 7 100 LF Paint Striping | \$2.25 \$225.00 | \$6.50 \$650.00 | \$10.00 \$1,000.00 |
| PRIME BID TOTAL PROJECT COST | \$81,297.20 | \$116,918.00 | \$167,126.00 * |
| ALTERNATE BID PRICES: | | | |
| 1. 26 EA 6' x 8' Concrete Pad | \$395.00 \$10,270.00 | \$648.00 \$16,848.00 | \$925.00 \$24,050.00 |
| 2. 4 EA 6' x 12' Concrete Pad | \$410.00 \$1,640.00 | \$683.00 \$2,732.00 | \$937.00 \$3,748.00 |
| 3. 2 EA 6' x 16' Concrete Pad | \$525.00 \$1,050.00 * | \$1,020.00 \$2,040.00 | \$968.00 \$1,936.00 |
| 4. 2 EA 6' x 20' Concrete Pad | \$565.00 \$1,130.00 * | \$1,354.00 \$2,708.00 | \$1,125.00 \$2,250.00 |
| 5. 914 LF Wooden Fence | \$18.00 \$16,452.00 | \$18.50 \$16,909.00 | \$31.00 \$28,334.00 |
| 5A. LF PVC Posts & Fence in lieu of the wooden posts and fence specified above. | \$55.00 | \$30.00 | \$45.00 |
| 6 46 EA Recycling Center Signs | \$125.00 \$5,750.00 | \$217.00 \$9,982.00 | \$231.00 \$10,626.00 |
| 7 100 LF Paint Striping | \$2.25 \$225.00 | \$6.50 \$650.00 | \$10.00 \$1,000.00 |
| ALTERNATE BID TOTAL PROJECT COST | \$36,517.00 * | \$51,869.00 | \$71,944.00 |

Item # 14

* Correction due to quantity and/or unit price multiplication error.



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

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

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

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

| <u>Payee</u> | <u>Adjustment Refunds</u> | <u>Amount</u> |
|-----------------------------|-----------------------------|---------------|
| Walter E. Allen | Registered Motor Vehicle | \$127.13 |
| American Builders, Inc | Registered Motor Vehicle | \$110.50 |
| Gerald L. Bunch | Registered Motor Vehicle | \$105.89 |
| Linda Sue Gavin | Real Property | \$608.46 |
| Marvin C. Haddock | Registered Motor Vehicle | \$140.46 |
| Minges Bottling Group, Inc. | Registered Motor Vehicle | \$197.00 |
| Richard F. Parker | Registered Motor Vehicle | \$362.58 |
| Steven J. Taylor | Registered Motor Vehicle | \$447.11 |
| Annie R. Thomas | Registered Motor Vehicle | \$113.49 |
| Vidant Health | Registered Motor Vehicle | \$146.40 |
| Robert S. Young | Registered Motor Vehicle | \$252.06 |
| Pitt County Tax Collector | Applied to Delinquent Taxes | \$340.02 |

Fiscal Note: The total to be refunded is \$2,951.10.

Recommendation: Approval of tax refunds by City Council

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City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Budget ordinance amendment #3 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget.

Explanation: Attached for consideration at the November 10, 2014, City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036). For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To appropriate funds for the Metropolitan Planning Organization (MPO) Grant to be used to develop a Community Transportation Plan for the Pitt Area Transit System and the transportation element of the Regional Hazard Mitigation Plan. Additional funding will be used for Pavement Management Software and an Inventory Contract for street asset and pavement management. The City must budget 100% and is reimbursed from the State at 80% and local municipalities at approximately 9%. The remaining City share (\$7,747) will be allocated from the Contingency. The total amount to be appropriated within the City's budget for this is \$70,733.

B To appropriate funds received from the Fall Festival for United Way (\$3,261).

C To appropriate the donation received from the Eastern North Carolina Chapter of Jack and Jill of America to fund the STEAM program for area use at the Eppes Recreation Center for staffing and computers (\$8,500).

D To appropriate grant funds from the Department of Justice for law enforcement equipment and efficiency (\$60,603).

Fiscal Note: The budget ordinance amendment affects the following funds: increases the General Fund by \$74,747; increases the Special Revenue Grant Fund by \$60,603.

| <u>Fund Name</u> | <u>Original /Amended Budget</u> | <u>Proposed Amendment</u> | <u>Amended Budget 11/10/2014</u> |
|----------------------------|--|----------------------------------|---|
| General Fund | \$ 83,885,907 | \$ 74,747 | \$ 83,960,654 |
| Special Revenue Grant Fund | \$ 1,707,257 | \$ 60,603 | \$ 1,767,860 |

Recommendation: Approve budget ordinance amendment #3 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

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 [Budget Amendment FY 2014 2015 985202](#)

ORDINANCE NO. 14-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#3) Amending the 2014-2015 Budget (Ordinance #14-036)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | ORIGINAL 2014-2015 BUDGET | #3 Amended 11/10/14 | Total Amendments | Amended 2014-2015 Budget |
|---|---------------------------------|---------------------------|---------------------|--------------------------------|
| ESTIMATED REVENUES | | | | |
| Property Tax | \$ 32,943,768 | \$ - | \$ - | \$ 32,943,768 |
| Sales Tax | 15,236,081 | - | - | 15,236,081 |
| Video Prog. & Telecom. Service Tax | 904,000 | - | - | 904,000 |
| Rental Vehicle Gross Receipts | 124,440 | - | - | 124,440 |
| Utilities Franchise Tax | 5,763,988 | - | - | 5,763,988 |
| Motor Vehicle Tax | 1,065,237 | - | - | 1,065,237 |
| Other Unrestricted Intergov't Revenue | 777,245 | - | - | 777,245 |
| Powell Bill | 2,215,848 | - | - | 2,215,848 |
| Restricted Intergov't Revenues | 1,649,591 | A,B,C 74,747 | 124,747 | 1,774,338 |
| Privilege License | 535,485 | - | - | 535,485 |
| Other Licenses, Permits and Fees | 4,227,205 | - | - | 4,227,205 |
| Rescue Service Transport | 3,055,250 | - | - | 3,055,250 |
| Parking Violation Penalties, Leases, & Meters | 430,650 | - | - | 430,650 |
| Other Sales & Services | 372,577 | - | 5,000 | 377,577 |
| Other Revenues | 248,106 | - | - | 248,106 |
| Interest on Investments | 551,012 | - | - | 551,012 |
| Transfers In GUC | 6,485,183 | - | - | 6,485,183 |
| Appropriated Fund Balance | 4,435,020 | - | 2,810,221 | 7,245,241 |
| TOTAL REVENUES | \$ 81,020,686 | \$ 74,747 | \$ 2,939,968 | \$ 83,960,654 |
| APPROPRIATIONS | | | | |
| Mayor/City Council | \$ 321,237 | \$ - | \$ - | \$ 321,237 |
| City Manager | 1,218,689 | - | 5,000 | 1,223,689 |
| City Clerk | 257,557 | - | - | 257,557 |
| City Attorney | 455,458 | - | - | 455,458 |
| Human Resources | 2,920,647 | B 3,261 | 5,545 | 2,926,192 |
| Information Technology | 3,234,967 | - | - | 3,234,967 |
| Fire/Rescue | 13,684,689 | - | 16,280 | 13,700,969 |
| Financial Services | 2,587,864 | - | 1,118 | 2,588,982 |
| Recreation & Parks | 7,763,413 | C 8,500 | 117,783 | 7,881,196 |
| Police | 23,867,860 | - | 66,875 | 23,934,735 |
| Public Works | 9,217,987 | A 70,733 | 70,733 | 9,288,720 |
| Community Development | 2,659,620 | - | 2,542 | 2,662,162 |
| OPEB | 400,000 | - | - | 400,000 |
| Contingency | 155,869 | A (7,747) | (7,747) | 148,122 |
| Indirect Cost Reimbursement | (1,268,214) | - | - | (1,268,214) |
| Capital Improvements | 4,944,577 | - | 11,839 | 4,956,416 |
| Total Appropriations | \$ 72,422,219 | \$ 74,747 | \$ 289,968 | \$ 72,712,187 |
| OTHER FINANCING SOURCES | | | | |
| Transfers to Other Funds | \$ 8,598,467 | \$ - | \$ 2,650,000 | \$ 11,248,467 |
| | \$ 8,598,467 | \$ - | \$ 2,650,000 | \$ 11,248,467 |
| TOTAL APPROPRIATIONS | \$ 81,020,686 | \$ 74,747 | \$ 2,939,968 | \$ 83,960,654 |

Section II: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | ADJUSTED BUDGET | Amended 11/10/14 | Total Amendments | Amended 2014-2015 Budget |
|------------------------------------|---------------------|---------------------|---------------------|--------------------------------|
| ESTIMATED REVENUES | | | | |
| Special Fed/State/Loc Grant | \$ 1,547,971 | D \$ 60,603 | \$ 60,603 | \$ 1,608,574 |
| Transfer from General Fund | 79,286 | - | - | 79,286 |
| Transfer from Pre-1994 Entitlement | 80,000 | - | - | 80,000 |
| TOTAL REVENUES | \$ 1,707,257 | \$ 60,603 | \$ 60,603 | \$ 1,767,860 |
| APPROPRIATIONS | | | | |
| Personnel | \$ 114,387 | \$ - | \$ - | \$ 114,387 |
| Operating | 1,315,413 | D 60,603 | 60,603 | 1,376,016 |
| Capital Outlay | 277,457 | - | - | 277,457 |
| Total Expenditures | \$ 1,707,257 | \$ 60,603 | \$ 60,603 | \$ 1,767,860 |
| TOTAL APPROPRIATIONS | \$ 1,707,257 | \$ 60,603 | \$ 60,603 | \$ 1,767,860 |

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

Adopted this 10th day of November, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

a. Historic Preservation Commission

Explanation: The Historic Preservation Commission is scheduled to make their annual presentation to City Council at the November 10, 2014, meeting.

Fiscal Note: N/A

Recommendation: Hear the presentation from the Historic Preservation Commission.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Contract Amendment for Design-Build Services for the Greenville Convention Center Renovation and Expansion

Explanation: **Abstract:** The existing Design-Build Services Contract with TA Loving Company is being amended to establish a Guaranteed Maximum Price (GMP) for the construction of the Greenville Convention Center renovation and expansion as currently designed and bid. The cost of the renovation and expansion of the Greenville Convention Center is to be financed through the issuance of a Series 2014 Special Obligation Revenue Bond.

Explanation: In December 2013, the Public Works Department advertised a Request for Qualifications (RFQ) for Design-Build Services for the Greenville Convention Center renovation and expansion. The purpose of this project is to update and upgrade the facility in an effort to better compete with other convention centers in the region.

The project consists of renovations to the exterior and interior of the existing facility including bathrooms, pre-function area, the ballroom/function space, lobby, and breakout space. These areas are to receive complete finish upgrades. Additionally, the expansion portion of the project will include an 11,950 square foot (LEED Silver designed) addition consisting of meeting/breakout rooms and an outdoor terrace area located on the east side of the Convention Center.

In May 2014, the City entered into a Design-Build Agreement with TA Loving Company for design-build services for the Greenville Convention Center Expansion and Renovation. The team of TA Loving Company and Oakley Collier Architects was selected by City staff based on qualifications. The design-build method was selected for this project due to the nature of the renovations and the time constraints on the project schedule. The use of design-build contracts by local municipalities was approved when House Bill 857 was signed into law in August 2013. The City of Greenville is one of the first municipalities in the state to award a design-build project under this new law.

TA Loving Company and Oakley Collier Architects have worked diligently on this project since their contract was awarded due to a very tight schedule. The Greenville Convention Center is to remain open and operational throughout the renovation and expansion portions of the project, and all work must be completed by June 2015 due to a large event being held at the facility.

100% plans were received by the City and advertised for bids in August 2014 by TA Loving Company. Bids were received from subcontractors on September 9, 2014, and September 17, 2014. Upon receipt and evaluation of all bids, the total budget was in excess of the established budget for the project totaling \$4,882,669. At that time, the maximum budget was \$4,480,000.

Representatives from City staff, Convention Center Managers, TA Loving Company, and Oakley Collier met to review the various items as bid and look for value engineering (VE) opportunities with the goal to present a Guaranteed Maximum Price (GMP) Amendment, within budget, to City Council at the November 2014 City Council meeting. Through a rigorous VE process, the team was successful in reducing the total cost of the project to bring it below budget without diminishing the goal of the project both in quality and function.

A budget amendment was approved on October 6, 2014, providing for an additional \$120,000 to the overall budget. The total project budget is currently \$4,600,000, which includes an estimated \$80,000 in bond financing. Therefore, the available budget for design, construction, and furnishings is \$4,520,000. The GMP submitted by TA Loving Company is \$4,517,344.

Fiscal Note:

The project design, construction, and furnishings budget is \$4,520,000. The Guaranteed Maximum Price (GMP) as submitted by TA Loving Company is \$4,517,344. The Local Government Commission (LGC) bonding application has been submitted by the City, and approval is expected at their December 2, 2014, meeting.

Council approval generally follows LGC approval; however, to meet the tight construction schedule, City staff will proceed to draw down City funds to temporarily cash flow the project until the special revenue bond financing is in place. Initial discussions with the LGC have not indicated any concerns with project funding as hotel/motel occupancy tax funds will be used to fund this project.

Recommendation:

Amend the existing contract for Design-Build Services with TA Loving Company to include a Guaranteed Maximum Price (GMP) of \$4,517,344 for the Greenville Convention Center Renovation and Expansion.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

-  [Convention Center Expansion](#)
 -  [Convention Center Main Exterior View](#)
 -  [Convention Center Exterior New Addition](#)
 -  [Convention Center Exhibit Hall](#)
-



T.A. LOVING COMPANY
Construction Services



919.734.8400
P.O. Drawer 919
Goldsboro, NC 27533
www.taloving.com



October 28th, 2014

Scott Godefroy, City Engineer
Public Works Department
1500 Beatty Street Greenville NC 27834

Re: Additions and Renovations to the Greenville Convention Center

We are pleased to provide you with our GMP proposal for the design and construction of the Renovations and Additions to the Greenville Convention Center. Our proposal is based upon plans provided by Oakley Collier dated July 31st, 2014 in conjunction with changes made through the VE process as outlined in the Change Order #001 and Total Summary attached.

Our cost of work includes:

| | |
|-----------------------------------|--------------------|
| Design & Preconstruction: | \$378,000 |
| Construction (Change Order #001): | <u>\$4,139,344</u> |
| Total Contract Amount: | \$4,517,344 |

We hope this meet's everyone's approval and we look forward to working with you on this project.

Sincerely,
T.A. Loving Company

A handwritten signature in black ink, appearing to read 'John Berry', written over a horizontal line.

John Berry
Assistant Vice President
Project Manager

Greenville Convention Center Renovation and Expansion Executive Summary

Sitework

- Installation of new ductile iron storm sewer system
- Improvements to the existing domestic water backflow system
- Discovery of and encasement of existing electrical duct bank
- Discovery of and encasement of existing telecommunications duct bank
- Re-routing of existing gas line and sprinkler line

Landscaping

- Installation of new exterior terrace with patterned concrete
- Decorative landscaping
- Wooden pergola at addition entrance

Addition

- 12,000 square feet of new construction
- Load bearing metal studs resting on monolithic structural slab and spread footings
- EPDM roofing system with 20 year warranty
- Brick veneer on 3 sides
- Storefront on North façade (facing Greenville Blvd) with operable accordion style doors
- Two large banquet rooms with folding partition allowing for one large space
- 6 additional smaller breakout rooms
- Interior glass walls
- Widened corridor to allow space for exhibit booths
- Increased storage capacity
- Additional restroom facilities
- Finishes include carpet flooring, Acoustical ceilings and vinyl wall covering
- LED light fixtures

Renovation

- Improvements to exterior include new canopy of existing main entrance and decorative metal panel over existing main entrance
- Complete remodel of existing lobby to include wood paneling, decorative accent wall and suspended art feature
- Existing bathrooms are to receive new tile, vinyl wall covering, ceilings, toilet partitions, quartz countertops and lighted mirrors
- Existing corridors will receive new ceilings, carpet flooring and wood accents
- The existing banquet hall will receive:
 - Acoustical lay in ceiling with accent disc. A select few of the disc will be lighted from above using colored LED light fixtures
 - Acoustical wall panels will be installed in along three side of the entire banquet hall
 - The South wall will receive a wavy art feature with colored accent lights shining from above
 - Improved lighting controls

AIA[®] Document G701[™] – 2001

Change Order

| | | |
|---|--|-------------------------------------|
| PROJECT: <i>(Name and address)</i> Greenville Convention Center Greenville North Carolina | CHANGE ORDER NUMBER: 001 | OWNER <input type="checkbox"/> |
| | DATE: 10/28/2014 | ARCHITECT <input type="checkbox"/> |
| | ARCHITECT'S PROJECT NUMBER: | CONTRACTOR <input type="checkbox"/> |
| TO CONTRACTOR: <i>(Name and address)</i> T.A. Loving Company 400 Patetown Road Goldsboro NC 27530 | CONTRACT DATE: May 6th, 2014 | FIELD <input type="checkbox"/> |
| | CONTRACT FOR: Design + Construction | OTHER <input type="checkbox"/> |

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

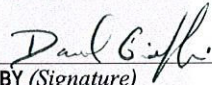

The construction phase of the Greenville Convention Center project. The original contract amount included only design and pre-construction services. This change order will encompass the construction of the new addition and renovation of the existing facility.

| | | | |
|--|-----|----|------------------|
| The original Contract Sum | was | \$ | <u>378,000</u> |
| The net change by previously authorized Change Orders | | \$ | <u>0</u> |
| The Guaranteed Maximum Price prior to this Change Order | was | \$ | <u>378,000</u> |
| The Guaranteed Maximum Price will be increased by this Change Order in the amount of | | \$ | <u>4,139,344</u> |
| The new Guaranteed Maximum Price, including this Change Order, will be | | \$ | <u>4,517,344</u> |
| The Contract Time will be extended by thirty (30) days. | | | |

The date of Substantial Completion as of the date of this Change Order, therefore, is July 1st, 2015

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|--|--|--|
| <u>Oakley Collier</u> ARCHITECT <i>(Firm name)</i> | <u>T.A. Loving Company</u> CONTRACTOR <i>(Firm name)</i> | <u>City of Greenville NC, Public Works</u> OWNER <i>(Firm name)</i> |
| <u>109 Candlewood Road</u> Rocky Mount NC 27804 ADDRESS | <u>400 Patetown Road</u> Goldsboro NC 27530 ADDRESS | <u>PO Box 7207</u> Greenville NC 27835 ADDRESS |
|  BY <i>(Signature)</i> |  BY <i>(Signature)</i> | BY <i>(Signature)</i> |
| <u>DAVID GRIFFIN</u> <i>(Typed name)</i> | <u>John Berry</u> <i>(Typed name)</i> | <u>Scott Godefroy</u> <i>(Typed name)</i> |
| <u>10-28-2014</u> DATE | <u>10-28-2014</u> DATE | DATE |

TOTAL ESTIMATE SUMMARY

Greenville Convention Center
Addition and Renovation
Greenville, NC
CD Budget
September 23, 2014



Sitework 0.98 ACRE
Building 51,815 SQFT
TOTAL 51,815 SQFT

Cost Breakdown

Building \$87.18 /SQFT

| ITEM OF WORK | BUILDING | TOTAL COST | COST / SQFT | % OF TOTAL |
|--|--------------------|--------------------|----------------|----------------|
| Site Package | \$281,428 | \$281,428 | 5.43 | 6.23% |
| Ornamental Fence | \$7,714 | \$7,714 | 0.15 | 0.17% |
| Landscaping & Irrigation | \$14,950 | \$14,950 | 0.29 | 0.33% |
| Cast-in-Place Concrete | \$147,755 | \$147,755 | 2.85 | 3.27% |
| Masonry | \$135,800 | \$135,800 | 2.62 | 3.01% |
| Structural Steel | \$206,780 | \$206,780 | 3.99 | 4.58% |
| Casework / Millwork / Cabinets | \$156,163 | \$156,163 | 3.01 | 3.46% |
| Roofing | \$145,120 | \$145,120 | 2.80 | 3.21% |
| Caulking and Sealants | \$1,000 | \$1,000 | 0.02 | 0.02% |
| Doors, Frames, Hardware and Div 10 | \$97,000 | \$97,000 | 1.87 | 2.15% |
| Glass and Glazing | \$171,222 | \$171,222 | 3.30 | 3.79% |
| Drywall and Acoustical Treatment | \$535,654 | \$535,654 | 10.34 | 11.86% |
| Hard Tile / Floor Covering | \$194,618 | \$194,618 | 3.76 | 4.31% |
| Painting and Wall Covering | \$90,365 | \$90,365 | 1.74 | 2.00% |
| Specialties | \$98,520 | \$98,520 | 1.90 | 2.18% |
| Canopies | \$13,390 | \$13,390 | 0.26 | 0.30% |
| Plumbing | \$55,733 | \$55,733 | 1.08 | 1.23% |
| Fire Protection | \$114,970 | \$114,970 | 2.22 | 2.55% |
| Heating, Ventilation & Air Conditioning | \$244,951 | \$244,951 | 4.73 | 5.42% |
| Electrical | \$491,889 | \$491,889 | 9.49 | 10.89% |
| Allowance 1 - attachment for main entrance Panel | \$15,000 | \$15,000 | 0.29 | 0.33% |
| Allowance 2 - Wood treatment in corridors | \$32,000 | \$32,000 | 0.62 | 0.71% |
| Allowance 3 - Data System | \$20,000 | \$20,000 | 0.39 | 0.44% |
| Allowance 5 - Relocation of Gas Line by City | \$9,000 | \$9,000 | 0.17 | 0.20% |
| Allowance 6 - 3 Form in Lobby | \$30,000 | \$30,000 | 0.58 | 0.66% |
| Allowance 7 - Temporary Fence (for Pedestrians) | \$1,500 | \$1,500 | 0.03 | 0.03% |
| General Conditions | 262,076.50 | 262,076.50 | 5.06 | 5.80% |
| Subtotal | \$3,574,599 | \$3,574,599 | \$68.99 | 79.13% |
| General Liability Insurance 0.75% | 26,809 | 26,809 | 0.52 | 0.59% |
| Builders Risk Insurance | 3,200 | 3,200 | 0.06 | 0.07% |
| Construction Contingency | 103,133 | 103,133 | 1.99 | 2.28% |
| Allowance 8 - Third Party Commissioning | 8,500 | 8,500 | 0.16 | 0.19% |
| Allowance 9 - Furniture | 175,000 | 175,000 | 3.38 | 3.87% |
| Allowance 10 - Third Party Testing | 14,000 | 14,000 | 0.27 | 0.31% |
| Permits & Fees | 0 | 0 | 0.00 | 0.00% |
| Design Fees | 378,000 | 378,000 | 7.30 | 8.37% |
| Bond (negotiated with Travelers) | 37,500 | 37,500 | 0.72 | 0.83% |
| Fee | 196,603 | 196,603 | 3.79 | 4.35% |
| Total | | \$4,517,344 | \$87.18 | 100.00% |

T. A. Loving Company

Addition and Renovations to: The Greenville Convention Center Greenville, North Carolina

Detail Cost Report September 23, 2014

| | | Quantity | Unit | Total Unit Cost | Total Cost |
|---|---|----------|-------|--------------------|------------------|
| <u>Utilities, Site Preparation & Demolition:</u> | | | | | |
| | Site Package | 1 | LSUM | 0.00 | 281,428 |
| | Subcontractor Bond | | LSUM | | |
| | Total, Site Preparation & Demolition | | | | \$281,428 |
| <u>Site Improvements:</u> | | | | | |
| | Ornamental Fence | 142 | LNFT | \$54.32 | \$7,714 |
| | Total, Site Improvements | | | | \$7,714 |
| <u>Landscaping & Irrigation:</u> | | | | | |
| | Landscaping | 1 | ALLOW | \$16,400.00 | 14,950 |
| | Total, Landscaping & Irrigation | | | | \$14,950 |
| <u>Concrete Foundations, Sidewalks and Slabs:</u> | | | | | |
| | Lump Sum Bid | 1 | LSUM | \$162,250.00 | \$147,755 |
| | Total Concrete Work | | | | \$147,755 |
| <u>Masonry:</u> | | | | | |
| | Lump Sum Bid | 1 | LSUM | \$198,800.00 | \$135,800 |
| | Total Masonry | | | | \$135,800 |
| <u>Structural Steel:</u> | | | | | |
| | Lump Sum Bid | 1 | LSUM | \$236,780.00 | 206,780 |
| | Total Structural Steel | | | | \$206,780 |
| <u>Millwork/Casework:</u> | | | | | |
| | Lump Sum Millwork | 1 | LSUM | \$172,072.00 | \$156,163 |
| | Total, Millwork/Casework | | | | \$156,163 |
| <u>Roofing & Sheet Metal:</u> | | | | | |
| | Lump Sum Bid | 1 | LSUM | \$121,000.00 | \$145,120 |
| | Total, Roofing | | | | \$145,120 |
| <u>Caulking & Sealants:</u> | | | | | |
| | Exterior Caulking | | SQFT | \$0.60 | \$1,000 |
| | Total Caulking & Sealants | | | | \$1,000 |
| <u>Hollow Metal Doors & Frames:</u> | | | | | |
| | Doors, Frames and Hardware - Mat. | 1 | LSUM | \$93,951.00 | \$85,000 |
| | Tax on Doors, Frames Hardware | 1 | EACH | 6,576.57 | |
| | Installation | 1 | LSUM | 12,000.00 | 12,000 |

T. A. Loving Company

Addition and Renovations to: The Greenville Convention Center Greenville, North Carolina

Detail Cost Report September 23, 2014

| | Quantity | Unit | Total Unit Cost | Total Cost |
|---|----------|------|--------------------|------------------|
| Total, Hollow Metal | | | | \$97,000 |
| <u>Glass & Glazing:</u> | | | | |
| Lump Sum Bid | 1 | LSUM | \$224,942.00 | \$171,222 |
| Total, Glass & Glazing | | | | \$171,222 |
| <u>Gypsum Drywall:</u> | | | | |
| Lump Sum Bid | 1 | LSUM | \$248,520.00 | \$0 |
| Deduct Level Five Finish | (1) | LSUM | 13,060.00 | 0 |
| Total, Gypsum Drywall | | | | \$0 |
| <u>Tile & Terrazzo:</u> | | | | |
| Lump Sum Bid | 1 | LSUM | \$86,552.00 | |
| Total, Tile & Terrazzo | | | | \$0 |
| <u>Acoustical Treatment:</u> | | | | |
| Lump Sum Bid | 1 | LSUM | \$535,654.00 | \$535,654 |
| Total, Acoustical Treatment | | | | \$535,654 |
| <u>Floor Covering:</u> | | | | |
| Lump Sum Bid | 1 | LSUM | \$109,766.00 | \$194,618 |
| Deduct for Boardroom not called out | (1) | LSUM | 1,710.00 | |
| Total, Floor Covering | | | | \$194,618 |
| <u>Painting & Wall Covering:</u> | | | | |
| Lump Sum Bid | 1 | LSUM | \$98,750.00 | \$90,365 |
| Total, Painting & Wall Covering | | | | \$90,365 |
| <u>Miscellaneous Specialties:</u> | | | | |
| Wavy Panels in Main Exhibit Hall | 1 | LSUM | 28,500.00 | 28,500 |
| Wavy Panel in Lobby | 1 | LNFT | 12,500.00 | 12,500 |
| Floor Expansion Joint Covers | 14 | LNFT | 75.00 | 1,050 |
| Wall Expansion Joint Covers | 40 | LNFT | 35.00 | 1,400 |
| Ceiling Expansion Joint Covers | 14 | LNFT | 55.00 | 770 |
| Operable Partitions | 1,502 | SQFT | 45.00 | 46,600 |
| Mirrors | 20 | EACH | 500.00 | 7,700 |
| Total, Miscellaneous Specialties | | | | \$98,520 |
| <u>Canopies</u> | | | | |
| Pergula | 1 | LSUM | 13,390.00 | 13,390 |
| Total, Miscellaneous Specialties | | | | \$13,390 |
| <u>Plumbing:</u> | | | | |

T. A. Loving Company

Addition and Renovations to: The Greenville Convention Center Greenville, North Carolina

Detail Cost Report September 23, 2014

| | | Quantity | Unit | Total Unit Cost | Total Cost |
|-------------------------|---|----------|------|--------------------|------------------|
| | Lump Sum Bid | 1 | LSUM | | \$55,733 |
| | Total Plumbing | | | | \$55,733 |
| HVAC | | | | | |
| | Lump Sum Bid | | LSUM | \$1,000.00 | \$244,951 |
| | Total HVAC | | | | \$244,951 |
| Fire Protection: | | | | | |
| | Lump Sum Bid | 1 | LSUM | \$116,500.00 | \$114,970 |
| | Total Fire Protection | | | | \$114,970 |
| Electrical: | | | | | |
| | Lump Sum Bid | | LSUM | \$1,000.00 | \$491,889 |
| | Total Electrical | | | | \$491,889 |
| Allowances | | | | | |
| | Allowance 1 - attachment for main entrance perforated panel | | LSUM | \$15,000.00 | \$15,000.00 |
| | Allowance 2 - Wood Treatment in corridors | 1 | LSUM | 32,000.00 | 32,000.00 |
| | Allowance 3 - Data System | 1 | LSUM | 20,000.00 | 20,000.00 |
| | Allowance 4 - Wall Paneling in Main Exhibit Hall | 1 | LSUM | 0.00 | 0.00 |
| | Allowance 5 - Relocation of Gas Line by City | 1 | LSUM | 9,000.00 | 9,000 |
| | Allowance 6 - Decorative 3-Form in Lobby | 1 | LSUM | 30,000.00 | 30,000 |
| | Allowance 7 - Temporary Fence | 1,100 | LNFT | 3.50 | 1,500 |
| | Allowance 8 - Third Party Commissioning | 1 | LSUM | 8,500.00 | 8,500 |
| | Allowance 9 - Furniture | 1 | LSUM | 170,000.00 | 170,000.00 |
| | Allowance 10 - 3rd Party Testing | 1 | LSUM | 14,000.00 | 14,000.00 |
| | Total Allowances | | | | \$300,000 |

BUDGET REVISIONS

Greenville Convention Center \$ 4,517,343.91 Revised Budget
 Addition and Renovations
 Greenville NC \$ 4,520,000.00 Target Budget
 9/19/2014 \$ (2,656.09) Variance from Target

| Item | Description | Value | Status R, P, A | Accepted | Rejected | Comments |
|------------------|---|----------------|----------------|----------------|----------|---|
| Sitework | | | | | | |
| Si-1 | Deduct Metal Edging @ Landscaping | \$ (1,450.00) | A | \$ (1,450.00) | | |
| Si-2 | Change ductile iron configuration | \$ (8,572.00) | A | \$ (8,572.00) | | - will use decorative manhole cover |
| Si-3 | Remove stone beneath sidewalks and wire mesh in sidewalks | \$ (7,040.00) | A | \$ (7,040.00) | | |
| Si-4 | Keep Accent bands at the terrace, but remove accent bands everywhere else and remove all exposed aggregate concrete | \$ (6,455.00) | A | \$ (6,455.00) | | |
| Structure | | | | | | |
| St-1 | Remove Steel at New Entrance and replace with wood pergola | \$ (16,736.00) | A | \$ (16,736.00) | | Received pricing from Tipton Builders and one other residential builder |
| St-2 | Remove perforated panel at new entrance | \$ (5,200.00) | A | \$ (5,200.00) | | |
| St-3 | Change 20 ga studs to 25 ga | \$ (3,050.00) | A | \$ (3,050.00) | | |
| St-4 | Delete Pre-Cast column covers and use GFRP | \$ (32,000.00) | A | \$ (32,000.00) | | Square (not tapered) columns |
| Exterior | | | | | | |
| E-1 | Delete door 123 | \$ (4,200.00) | A | \$ (4,200.00) | | |
| E-2 | Delete Sunshades | \$ (9,100.00) | A | \$ (9,100.00) | | |
| E-3 | Remove Kalwall Skylight | \$ (28,000.00) | A | \$ (28,000.00) | | |
| E-4 | Use Non-Thermal Glass Doors | \$ (7,260.00) | A | \$ (7,260.00) | | |
| E-5 | Use Standing seam metal roof in lieu of polycarbonate at main entrance (Wayne Roofing to confirm) | \$ (19,950.00) | A | \$ (19,950.00) | | |
| E-7 | Use shop fabricated metal for trim and downspouts in lieu of pre-fabricated | \$ (8,680.00) | A | \$ (8,680.00) | | |
| E-8 | Use wall supported canopies in lieu of post supported aluminum canopies | \$ (9,000.00) | A | \$ (9,000.00) | | Use canopy provided by Wayne Roofing |
| Interior | | | | | | |
| I-1 | Change ACT from .40 to .35 | \$ (14,180.00) | A | \$ (14,180.00) | | |
| I-2 | Change Wood Accent Ceilings to Standard ACT | \$ (32,020.00) | A | \$ (32,020.00) | | Go with Standard ACT and do wood columns |
| I-3 | Delete 9 wood wall treatment | \$ (30,970.00) | A | | | |

BUDGET REVISIONS

Greenville Convention Center \$ 4,517,343.91 Revised Budget
 Addition and Renovations
 Greenville NC \$ 4,520,000.00 Target Budget
 9/19/2014 \$ (2,656.09) Variance from Target

| Item | Description | Value | Status R, P, A | Accepted | Rejected | Comments |
|------|---|----------------|----------------|----------------|----------|----------|
| I-8 | Paint walls in lieu of VWC at "wavy" wall above concessions area | \$ (2,350.00) | A | \$ (2,350.00) | | |
| I-9 | Paint walls in lieu of VWC in high lobby area | \$ (2,000.00) | A | \$ (2,000.00) | | |
| I-11 | Change stain grade plywood to a laminated finish (Hajaar to confirm) | \$ (25,036.00) | A | \$ (25,036.00) | | |
| I-12 | Change circular ceilings at corners to drywall | \$ (5,788.00) | A | \$ (5,788.00) | | |
| I-14 | Change flush wood door to Standard A grade | \$ (450.00) | A | \$ (450.00) | | |
| I-15 | Use circular mirrors with no trim in gang bathrooms, they will be stand-off with Z-clip | \$ (2,300.00) | A | \$ (2,300.00) | | |
| I-16 | Use Textures 3D walls panels (textures3dpanels.com) in lieu of interlam | \$ (6,000.00) | A | \$ (6,000.00) | | |
| I-17 | Use wood doors with applied moldings in lieu of stile and rail doors | \$ (4,375.00) | A | \$ (4,375.00) | | |
| I-18 | Change Pulls to Rockwood 110 at interior doors and RM202 at exterior doors | \$ (1,000.00) | A | \$ (1,000.00) | | |
| I-19 | Change Privacy levers at bathrooms to CL3820 NZD at bathroom stall doors | \$ (125.00) | P | \$ (125.00) | | |
| I-20 | Change Pivots to continuous aluminum geared hinges at aluminum doors | \$ (850.00) | P | \$ (850.00) | | |
| I-23 | Reduce number of ceilings disc to 95 | \$ (60,500.00) | | \$ (60,500.00) | | |
| | | | | | | |

BUDGET REVISIONS

Greenville Convention Center \$ 4,517,343.91 Revised Budget
 Addition and Renovations
 Greenville NC \$ 4,520,000.00 Target Budget
 9/19/2014 \$ (2,656.09) Variance from Target

| Item | Description | Value | Status R, P, A | Accepted | Rejected | Comments |
|--------------|--|------------------------|-------------------|------------------------|-----------------------|----------|
| MEP | | | | | | |
| MEP-1 | Omit Coordiation Drawings for HVAC | \$ (2,500.00) | A | \$ (2,500.00) | | |
| MEP-3 | Change duct insulation in main exhibit hall from foil backed R-8 to vinyl backed R-6 | \$ (1,000.00) | A | \$ (1,000.00) | | |
| Total | | \$ (711,519.00) | | \$ (360,817.00) | \$ (55,931.00) | |

Greenville Convention Center
Addition and Renovation
Greenville, NC
GMP Proposal
September 23, 2014



| Package | Low Bidder | Original Bid Amount | Contract Amount after VE | Minority Participation | Classification |
|--|---------------------|---------------------|--------------------------|------------------------|----------------|
| Design | | | | | |
| Structural Engineers | | | | | |
| | Stewart Engineering | \$ 14,000.00 | \$ 14,000.00 | \$ 14,000.00 | L |
| Construction | | | | | |
| Sitework | | | | | |
| | Allen Grading | \$ 315,500.00 | | \$ - | |
| Landscaping | | | | | |
| | L.R. Griffi Inc. | \$ 16,400.00 | \$ 14,950.00 | \$ 14,950.00 | F & D |
| Concrete | | | | | |
| | Superior Concrete | \$ 162,250.00 | \$ 147,755.00 | \$ 1,700.00 | F |
| Masonry | | | | | |
| | Masonry | \$ 198,800.00 | \$ 135,800.00 | \$ 3,250.00 | B |
| Structural Steel | | | | | |
| | North State Steel | \$ 236,780.00 | \$ 206,780.00 | \$ 27,400.00 | F |
| Millwork | | | | | |
| | Hajar MFG Inc. | \$ 172,072.00 | \$ 156,163.00 | \$ 156,163.00 | F |
| Roofing | | | | | |
| | Wayne Roofing | \$ 121,000.00 | \$ 145,120.00 | \$ - | |
| Glass & Glazing | | | | | |
| | Glass Tech | \$ 224,942.00 | \$ 171,222.00 | \$ - | |
| Doors, Hardware and Misc. Specialties | | | | | |
| | CH Edwards | \$ 93,951.00 | \$ 85,000.00 | \$ - | |
| Drywall and Acoustical | | | | | |
| | Precision Walls | \$ 457,040.00 | \$ 535,654.00 | \$ 535,654.00 | F |
| Hard Tile and Soft Flooring | | | | | |
| | J Morgan | \$ 178,908.00 | \$ 177,208.00 | | |
| Painting | | | | | |
| | Dixie Coatings | \$ 98,750.00 | \$ 90,365.00 | \$ - | |
| Plumbing | | | | | |
| | Baker Mecanical | \$ 55,733.00 | \$ 55,733.00 | \$ - | |
| HVAC | | | | | |
| | Pitt Electric | \$ 249,000.00 | \$ 244,951.00 | \$ - | |
| Electrical | | | | | |
| | Watson Electric | \$ 491,889.00 | \$ 491,889.00 | \$ - | |







Item # 18



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Tar River Legacy Plan Presentation and Report

Explanation: **Abstract:** In December 2013, City Council approved a contract with Rhodeside and Harwell, Inc. for professional services related to the Tar River Legacy Plan. The goal of the plan was to address enhanced recreational use of the river, ecotourism, and associated economic development in an environmentally sustainable manner. Rhodeside and Harwell, Inc. has completed the Tar River Legacy Plan, which provides a vision and strategies as to how the Tar River can enhance it's potential as a local amenity and regional attraction. The final contract deliverable is a presentation and written report to City Council.

Explanation: In April 2013, City Council unanimously directed staff to proceed in initiating a comprehensive study of the 7-mile segment of the Tar River that lies within the City limits of Greenville. As directed, City staff developed a request for qualifications (RFQ) soliciting Statements of Qualifications (SOQs) from qualified firms, and contracted with Rhodeside and Harwell, Inc. (RHI) in December 2013 to develop the Tar River Legacy plan.

As the lead consultant, RHI led a design team of four (4) highly qualified sub-consultants to develop a plan that is comprehensive in nature and provides the public with a wide range of options to consider. The design team facilitated a series of three public input sessions and two meetings with stakeholders to develop the design elements and the recommendations of the plan.

A copy of the Tar River Legacy Plan is accessible via the following link: <http://www.greenvillenc.gov/Home/ShowDocument?id=7849>. RHI will present the plan to City Council at the November 10, 2014, meeting.

Fiscal Note: There is not an associated cost for adoption. The implementation process is designed so that recommended activities can be divided into projects and/or phases enabling development and associated costs to be spread over an extended

period of time.

Recommendation: Receive consultant presentation and provide guidance regarding any modifications desired for final report.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Resolution Accepting a State Revolving Loan Offer Relating to the Town Creek Culvert and BMP Retrofit Project

Explanation: **Abstract:** The City has been approved for loan assistance from the Clean Water State Revolving Fund in the amount of \$9,959,308. The loan amount will be utilized to fund the Town Creek Culvert and BMP Retrofit Project.

Explanation: The City has been approved for loan assistance from the Clean Water State Revolving Fund in the amount of \$9,959,308. The loan amount will be utilized to fund the Town Creek Culvert and BMP Retrofit Project.

The City submitted a Clean Water State Revolving Fund application for the Project on August 22, 2013, seeking \$7,307,000 in assistance. On February 19, 2014, the City was notified that the Project had been approved as being eligible to receive a low-interest loan. The City submitted the Engineering Report for the Project on May 30, 2014. On August 18, 2014, the Engineering Report for the Project was approved. As a result of the Engineering Report approval, a request of additional funding for a total amount up to \$9,959,308 was submitted since the estimated Project cost increased to \$10,608,494. On October 7, 2014, the Local Government Commission approved the City as being eligible to receive a Revolving Loan in the amount of \$9,959,308 for a term of 20 years at an interest rate of zero percent. On October 13, 2014, the North Carolina Department of Environment and Natural Resources made the formal offer for the loan in the amount of \$9,959,308 with a zero percent interest rate, a maximum loan term of 20 years, and an estimated closing fee of \$199,186 (2% of loan amount).

The attached Offer and Acceptance Document making the loan offer has been signed by the North Carolina Department of Environment and Natural Resources. Acceptance of the loan by the City requires the adoption of the attached resolution which accepts the offer and also gives the assurances that all items referenced in Section 11 - Assurances of the Offer and Acceptance, will be adhered to.

The Town Creek Culvert and BMP Retrofit Project will make improvements to the existing drainage infrastructure system to improve treatment of storm water and manage flooding from a 308.6 acre highly urbanized drainage basin, with another 45.6 acres expected to be developed in the near future. The existing infrastructure is structurally poor, is prone to flooding, has multiple utility conflicts within the system, and provides very little treatment of storm water. The proposed project will include more than 3,400 linear feet of drainage infrastructure improvements as follows: (1) approximately 436 linear feet of one 84-inch reinforced concrete pipe culvert, (2) two approximately 1,573 linear feet 72-inch reinforced concrete pipe culverts, (3) two approximately 790 linear feet 84-inch reinforced concrete pipe culverts, (4) approximately 650 linear feet of channel restoration, floodplain benching and pipe day lighting, (5) approximately 25,671 square feet of bio retention areas, (6) approximately 3,750 square feet of linear rain garden, (7) four riparian wetlands of approximately 1,500 square feet each, (8) three regenerative stormwater conveyance systems with approximately 3,750 square feet of total area, (9) approximately 3,450 square feet of sidewalk replacement with permeable paving, (10) approximately 2,960 square feet of permeable pavement parking lot and, (11) approximately 656 square feet of sand filter near the Federal Courthouse.

Fiscal Note:

The City will be required to pay the loan amount at zero percent interest over a 20-year period. Payment will be made from the revenue of the City's stormwater utility. The 2% closing fee is invoiced at the time the authority to award the construction contract is made and is to occur prior to the first disbursement of funds. The City will also be required to pay any expenses for the Project which exceed the loan amount.

Recommendation:

By the adoption of the attached resolution, City Council will accept the State Revolving Loan offer of \$9,959,308 and give assurances to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer will be adhered to.

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Attachments / click to download

[📄 NCDENR-Town Creek Culvert & BMP Retrofit](#)

[📄 Resolution Town Creek Culvert and BMP Retrofit 990408](#)

RESOLUTION NO. -14
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
ACCEPTING A STATE REVOLVING LOAN OFFER AND MAKING APPLICABLE
ASSURANCES CONTAINED IN THE OFFER RELATING TO THE CITY OF GREENVILLE
TOWN CREEK CULVERT AND BMP RETROFIT PROJECT

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects;

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a State Revolving Loan in the amount of \$9,959,308 for the construction of the City of Greenville Town Creek Culvert and BMP Retrofit Project; and

WHEREAS, the City of Greenville intends to construct said project in accordance with the approved plans and specifications;

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

- 1) That the City of Greenville does hereby accept the State Revolving Loan offer of \$9,959,308.
- 2) That the City of Greenville does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer, Section II – Assurances will be adhered to.
- 3) That Barbara Lipscomb, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
- 4) That the City of Greenville has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

This the 10th day of November, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER INFRASTRUCTRE**

State Loan or Grant Offer and Acceptance

This Offer must be accepted, if at all, within forty-five (45) days of receipt.
This Offer is made subject to the attached Standard Conditions and Assurances

Legal Name and Address of Award Recipient

City of Greenville
P.O. Box 7207
Greenville, NC 27835

Account

- Clean Water State Revolving Fund (SRF)
- State General Loan (SRL)
- State Emergency Loan (SEL)
- High Unit Cost Grant (SRG)
- Technical Assistance Grant

State Project Number: E-SRF-T-14-0393
Federal Project Number: CS370487-10
CFDA Number: 66.458

| Amendment | Date | Additional Amount |
|-----------|------|-------------------|
| Original | | |
| 1 | | |
| 2 | | |

Project Description: Town Creek Culvert & BMP Retrofit

The replacement of 2,977 lf of RCP culvert installed in the 1930's with 350 lf of daylighting and stream restoration. The project also includes 2 bioretention cells, a sad filter and a level spreader BMP.

Total Financial Assistance Offer: **\$9,959,308**

Total Project Cost: \$10,158,494
Interest Rate: 0% Per Annum
Maximum Loan Term: 20 Years
Estimated 2% Closing Fee: \$199,186

Consideration having been given by the Department of Environment and Natural Resources to the application submitted by the applicant pursuant to North Carolina General Statute 159G, (1) the applicant is an eligible unit of government, (2) the project meets the eligibility criteria for a State Loan or Grant, and (3) the project has been approved and certified by the Department of Environment and Natural Resources as being entitled to priority for State financial assistance,

The Department of Environment and Natural Resources, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **John E. Skvarla, III, Secretary**
North Carolina Department of Environment & Natural Resources

Signature:  Date: 10/9/14

On Behalf of: **City of Greenville**
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this State Loan or Grant offer and make the assurances and accept the conditions.

Signature: _____ Date: _____ Item # 20

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The recipient shall comply with all provisions of the following Federal laws and authorities (super cross-cutters):
 - (a) Title VI of the Civil Rights Act of 1964 – 42 U.S.C. §2000d
 - (b) CFR 35.3145(c) (Civil Rights laws) and provide completed EPA 4700-4 form
 - (c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972 – 33 U.S.C. §1251
 - (d) Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. §794
2. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures.
3. Civil Rights and Labor Standard Requirements, and use of MBE (Minority Business Enterprise), WBE (Women’s Business Enterprise), and Small Businesses:
 - (a) Specific MBE/WBE (DBE) requirements are included in the SRF Special Conditions that are to be included in the contract specifications. Positive efforts shall be made by recipients, their consultants and contractors to utilize small businesses and minority-owned businesses for sources of supply and services. Such efforts should allow these sources the maximum feasible opportunity to compete for subagreements and contracts to be performed, utilizing Federal SRF funds. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all recipients, consulting firms, and construction contractors, and made available upon request.
 - (b) The recipient shall not award contracts to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or any firm that appears on the EPA’s list of debarred firms. The recipient shall also comply with 40 CFR 32. (Complete the Debarment Certification in the SRF Special Conditions)
 - (c) The recipient shall require all prime construction contractors, as part of their bid, to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or Executive Order 11246, as amended, or any firm that appears on the EPA’s list of debarred firms. (Complete the Debarment Certification in the SRF Special Conditions for each Subcontractor)
 - (d) The recipient shall require all contractors on the project to comply with the Department of Labor’s Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-946), under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
 - (e) The recipient shall ensure all contractors are in compliance with applicable Equal Employment Opportunity regulations.

4. Acquisition of Real Property:

The recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended, in regard to acquisition of all real property, (including easements), for the project covered by this loan, and any resulting relocation of persons, businesses, or farm operations. See Assurance 8.

5. Prompt Payment and Payment Retainage:

It is the policy of the State of North Carolina to make timely periodic loan disbursements to the recipient, and to require the recipient to make prompt periodic payment on subagreements. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the conditions of this loan and subsequent amendments;

- (a) The recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
- (b) The recipient agrees to include appropriate provisions in each construction contract, and to require the prime contractor to include them in all subcontracts, to implement this prompt payment requirement.

6. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.

7. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to Buy American provisions. The State will provide detailed requirements to be included in the construction contract specifications.

ASSURANCES

- 1. The recipient acknowledges that in the event that a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Notice of Intent to Fund is not met, this State Loan or Grant offer will be rescinded by the Department of Environment and Natural Resources.
- 2. The final plans and specifications have or will be approved by the Division of Water Infrastructure and the applicant so notified, prior to the project being advertised or placed on the market for bids.
- 3. Eligible project expenses are as discussed in the North Carolina Clean Water SRF Program Guidance. Projects will not receive reimbursement for sales taxes. Sales taxes are deducted from project costs at the 90% milestone in accordance with the SRF Program Guidance.
- 4. The applicant agrees to construct the project or cause it to be constructed to final completion in accordance with the application and plans and specifications approved by the Division of Water Infrastructure.
- 5. The construction contract(s) requires the contractor to furnish performance and payment bonds, each of

which is in an amount of not less than one hundred percentum (100%) of the contract price; and to maintain during the life of the contract(s) adequate fire, extended coverage, workmen's compensation, public liability, and property damage insurance.

6. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
7. Any change or changes in the approved plans and specifications or contract(s) which (has/have) made or will make any major alteration in the work required by the plans and specifications, or which increases the cost of the project above the latest estimate approved by the Department of Environment and Natural Resources, was or will be submitted to the Division of Water Infrastructure for approval.
8. The construction contract(s) provides that any duly authorized representative of the State will have access to the work whenever it is in preparation or progress, and that the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the applicant that are pertinent to funds received under the Act; and the applicant shall submit to the Division of Water Infrastructure such documents and information as it may require in connection with the project.
9. The applicant will provide and maintain competent and adequate engineering supervision and inspection of the project to insure that the construction conforms with the approved plans and specifications.
10. The applicant shall demonstrate to the satisfaction of the Department of Environment and Natural Resources that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project prior to the authorization to award construction contracts. No loan disbursements will be made until clear site certificates are submitted.
11. At least thirty (30) days, shall be allowed from the first date of publication to the date of bid opening.
12. The Project Bid Information package, including MBE and WBE (DBE) requirements, must be submitted and approved prior to the State issuing an Authorization to Award letter. If the approval of the debt instrument for this loan is necessary for the applicant to award contracts, the completed Project Bid Information and supporting documentation must be delivered to the Division of Water Infrastructure a minimum of twenty (20) days prior to the award of contracts.
13. The recipient shall not award any contracts for construction until the Authority to Award is given by the State. Doing so, will be at the risk of the award recipient.
14. Recipient acknowledges that no loan disbursements will be made until the contract documents are submitted and approved. The recipient shall notify the State when contracts are awarded.
15. The recipient shall conduct a preconstruction conference, if applicable, for each construction contract in cooperation with the State, and, in accordance with guidelines which shall be furnished by the State. The State shall be invited to the conference.
16. The Local Government Commission will forward the debt instrument after total project costs are

established in the Authority to Award Letter. The applicant must execute the debt instrument a minimum of ten (10) days prior to the request of disbursement of loan funds.

17. Recipient acknowledges that no loan disbursements will be made on the engineering planning and design or construction phase services until the contracts are submitted and approved.
18. Eligible small purchases estimated to exceed \$10,000 require three informal bids for approval.
19. Within thirty (30) days of the date of completion of the project, the applicant will make available to the Construction Grants Section staff all requested project closeout items including final costs for the purpose of making final adjustments to the Revolving Loan and debt instrument.
20. All principal payments will be made annually on or before May 1st. The first principal payment is due not earlier than six months after the original date of completion of the project. All interest payments will be made semiannually on or before May 1st and November 1st of each year. The first interest payment is due not earlier than six months after the original date of completion of the project.
21. In accordance with G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. It is required that a capital project ordinance, in accordance with G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. A copy of the approved ordinance must be submitted to this office before submitting the first reimbursement request.
22. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
23. All funds loaned pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to the construction contract(s) and the loan recipient is expected to uphold its contract obligations regarding timely payment. See Standard Condition 5.
24. The applicant shall demonstrate to the satisfaction of the Department of Environment and Natural Resources its ability to pay the remaining or ineligible cost of the project.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environment and Natural Resources that the declarations, assurances, representations, and statements made by the applicant in the application; and all documents, amendments, and communications filed with the Department of Environment and Natural Resources by the applicant in support of its request for a loan will be fulfilled.

| | |
|--------------------|---------------|
| Signature | Date |
|--------------------|---------------|



City of Greenville, North Carolina

Meeting Date:
11/10/2014
Time: 6:00 PM

Title of Item: Recommendation regarding Town Common Improvement Options

Explanation: **Abstract:** The City's FY 15 budget includes \$150,000 for improvements at the Town Common. Staff previously assembled a series of possible projects for these funds and shared those options with City Council at their August 14, 2014, meeting. Council requested that the options be forwarded to the Recreation and Parks Commission for their input and recommendation.

Explanation: There are important needs to be addressed at the Town Common, both large and small. Many are included as recommendations within the Town Common Master Plan.

\$150,000 has been included in the FY15 budget to begin addressing certain needs at the Town Common. This funding will support one or more smaller projects that could begin the process of improving the quality of this park.

At the October 8, 2014, Recreation and Parks Commission meeting, Commissioners ranked their preferred projects, and the eight highest ranked projects, in order, included:

1. Walkway from parking lot to amphitheater
2. Ornamental benches
3. Floating fishing pier
4. Vinyl coated picnic tables
5. Dumpster relocation with pad and PVC screening
6. Recycling bin/trash can combination
7. Water fountains with pet fountain
8. Decorative park entrances

The Recreation and Parks Commission voted to direct staff to adjust quantities of ranked items so all eight (8) projects could be completed within the \$150,000 budget and recommend approval by City Council.

Fiscal Note: \$150,000 is allocated in the FY 15 budget for Town Common improvements.

Recommendation: Consider the Recreation and Parks Commission's project rankings and provide direction to staff regarding Council's desired improvement projects for the Town Common.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Town Common Estimated Expenses 150 000 991617](#)

 [Town Common Development Site Amenities 983399](#)

Town Common Improvements Probable Cost Statement

| IMPROVEMENT | COST |
|---|---------------------|
| Walkway; Parking Lot to Amphitheater / 5500 sf | \$55,000.00 |
| Ornamental Bench with Back (5 @ \$2,091 ea) | \$10,455.00 |
| Ornamental Bench w/o Back (5 @ \$1,700 ea) | \$8,500.00 |
| Floating Fishing Pier /360 sf | \$43,992.00 |
| Vinyl Coated Picnic tables (5 @ \$1,343 ea) | \$6,715.00 |
| Dumpster Relocation, pad & PVC Fencing / 400 sf | \$3,440.00 |
| Recycling Bin /Trash Receptacle Combo (4 @ \$1,837) | \$7,348.00 |
| Water Fountain with Pet Bowl (3 @ \$1,200 ea) | \$3,600.00 |
| Decorative Park Entrance | \$10,950.00 |
| TOTAL | \$150,000.00 |



Photo Number 1 – Decorative Park Entrances

Description

The existing columns at the Town Common are out of date and unattractive. The columns do not depict the prominence of the park main entryways. A decorative, custom metal structure is recommended for the park entrances.



Photo Number 2 – Ornamental Bench w/Back

Description

The existing benches at the Town Common are unattractive and dated. A powder coated iron traditional style bench is recommended to give the park a more historic presence.

Options Provided at 8/14/2014
City Council Meeting



Photo Number 3 – Ornamental Bench w/o Back

Description

Backless benches are recommended along 1st Street and along promenade walks within the park so that patrons can enjoy views from multiple directions.



Photo Number 4 – Ornamental Trash Receptacles

Description

The existing trash receptacles are unattractive and inadequate for functions and users of the park. A metal trash receptacle that compliments the benches is recommended as a new park standard.



Options Provided at 8/14/2014
City Council Meeting



Photo Number 5 - Recycling Bench / Trash Combo

Description

The existing trash receptacles and recycling bins on posts are inconsistent with the existing trash receptacles. Additionally, they are unattractive. A combination trash receptacle / recycling bin that compliments the new trash receptacle standard is recommended.



Photo Number 6 –Vinyl Coated Picnic Tables

Description

The picnic tables at the Town Common, while functional, are dated and unattractive as a park standard. The City is recommending a vinyl coated picnic table for durability and attractiveness.

Options Provided at 8/14/2014
City Council Meeting



Photo Number 7 – Wrought Iron Fencing (Esplanade)

Description

The fence along the bulkhead at the Town Common is deteriorating with rust and corrosion. A new wrought iron barrier fence is recommended.



Photo Number 8 – Remove Radio Antenna and Building

Description

The radio antenna should be removed and relocated to make better functional use of the 3 acres of land it occupies.

Town Common Improvements – Phase I

Options Provided at 8/14/2014
City Council Meeting

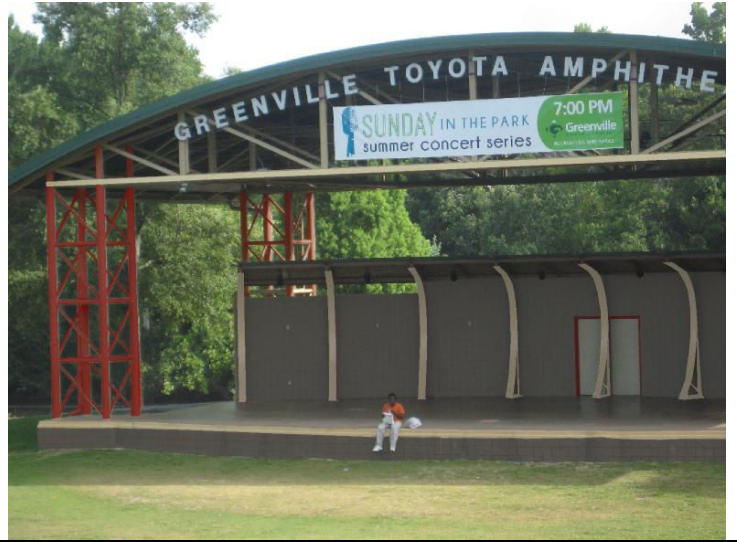


Photo Number 9 – Power Wash and Paint Amphitheater

Description
The amphitheater should be power washed and painted with accent colors to make the structure more appealing and attractive as a performance venue.



Photo Number 10 – Dumpster Pad and PVC Fencing

Description
The dumpster at the Town Common is unsightly and is a source of air pollution. The City recommends installing a dumpster pad and enclosure in an inconspicuous location.

Options Provided at 8/14/2014
City Council Meeting



Photo Number 11 - Landscaping

Description

A landscape plan that lends itself to the prominence of the Town Common as the City's central park is highly recommended. The landscaping would occur along promenade walks and the main park entrances.



Photo Number 12 – Floating Fishing Pier

Description

The existing fishing pier constantly floods and is in desperate need of repair. The City recommends installing a newly engineered floating dock that could serve canoes and kayaks as well as fishermen.

Options Provided at 8/14/2014
City Council Meeting



Photo Number 13 – Rebuild Concrete Boat Ramp

Description

The current boat ramp is inadequate for launching boats and water craft. The City is recommending that a newly engineered boat ramp be built.



Photo Numbers 14 & 15 – Playgrounds for Ages 2-5 and 5-12

Description

There is a current need for activities for children and families at the Town Common. A playground area for the age groups of 2-5 and 5-12 is recommended per the national playground standards.

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Photo Number 16 – Restroom & Mechanical Building / Storage (Option 1)

Description
Portable toilets are the only restroom facilities at the Town Common. This is inadequate for the amount of users and the functions held at the park. At the minimum, the City is recommending a prefabricated restroom building with storage and concession space as a Phase I project.



Photo Number 17 – Restroom & Mechanical Building / Storage (Option 1).

Description
If funding allows, a more architecturally pleasing restroom and multi-purpose building is highly recommended. The City may also opt to go with a more prominent structure to service water craft, concessions and restrooms.

Photo Number 18 – Boathouse w/ Restroom, Concessions and Retail Space

Options Provided at 8/14/2014
City Council Meeting



Photo Number 19 – Walkway / Parking Lot to Amphitheater

Description

Both pedestrians and vehicles use unattractive dirt paths from the parking area to the amphitheater. The City is recommending a promenade walk for pedestrian circulation to park facilities. This promenade walk will have vehicular access only to service vehicles.



Photo Number 20 – Water fountain w/ Pet fountain amenity

Description

There is only one existing public water fountain at the Town Common. The City is recommending at least four new water fountains that have doggy fountain attachments to service patrons that frequently walk dogs in the park.